



at&t

WHOLESALE AGREEMENT

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**CLEC Agreement With
SkyBest Communications, Inc.**

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AGREEMENT GENERAL TERMS AND CONDITIONS

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee, ("AT&T"), and SkyBest Communications, Inc. (SkyBest), a North Carolina corporation, and shall be effective on the Effective Date, as defined herein. This Agreement may refer to either AT&T or SkyBest or both as a "Party" or "Parties."

W I T N E S S E T H

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

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

WHEREAS, pursuant to Sections 251 and 252 of the Act; SkyBest wishes to purchase certain services from AT&T; and

WHEREAS, the Parties wish to interconnect their facilities, exchange traffic, and perform Local Number Portability (LNP) pursuant to Sections 251 and 252 of the Act as set forth herein; and

WHEREAS, SkyBest wishes to purchase and AT&T wishes to provide other services as described in this Agreement;

NOW THEREFORE, in consideration of the mutual agreements contained herein, AT&T and SkyBest agree as follows:

Definitions

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

AT&T-9STATE is defined as the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.

Commission is defined as the appropriate regulatory agency in each state of AT&T Southeast Region 9-State (Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee).

Competitive Local Exchange Carrier (CLEC) means a telephone company certificated by the Commission to provide local exchange service within AT&T's franchised area.

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

FCC means the Federal Communications Commission.

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

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

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

1 CLEC Certification

- 1.1 SkyBest agrees to provide AT&T in writing SkyBest's CLEC certification from the Commission for all states covered by this Agreement except Kentucky prior to AT&T filing this Agreement with the appropriate Commission for approval. Additionally, SkyBest shall provide to AT&T an effective certification to do business issued by the secretary of state or equivalent authority in each state covered by this Agreement.
- 1.2 To the extent SkyBest is not certified as a CLEC in each state covered by this Agreement as of the execution hereof, SkyBest may not purchase services hereunder in that state. SkyBest will notify AT&T in writing and provide CLEC certification from the Commission when it becomes certified to operate in, as well as an effective certification to do business issued by the secretary of state or equivalent authority for, any other state covered by this Agreement. Upon receipt thereof, AT&T will file this Agreement in that state, and SkyBest may purchase services pursuant to this Agreement in that state, subject to establishing appropriate accounts in the additional state as described in Attachment 7.
- 1.3 Should SkyBest's certification in any state be rescinded or otherwise terminated, AT&T may, at its election, suspend or terminate this Agreement immediately and all monies owed on all outstanding invoices for services provided in that state shall become due, or AT&T may refuse to provide services hereunder in that state until certification is reinstated in that state, provided such notification is made prior to expiration of the term of this Agreement. SkyBest shall provide an effective certification to do business issued by the secretary of state or equivalent authority in each state covered by this Agreement.

2 Term of the Agreement

- 2.1 The initial term of this Agreement shall be five (5) years, beginning on the Effective Date and shall apply to the AT&T Southeast Region 9-State in the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee. Notwithstanding any prior agreement of the Parties, the rates, terms and conditions of this Agreement shall not be applied retroactively prior to the Effective Date.
- 2.2 The Parties agree that by no earlier than two hundred seventy (270) days and no later than one hundred eighty (180) days prior to the expiration of the initial term of this Agreement, the Parties shall commence negotiations for a new agreement to be effective beginning on the expiration date of this Agreement (Subsequent Agreement). If as of the expiration of the initial term of this Agreement, a Subsequent Agreement has not been executed by the Parties, then except as set forth in Sections 2.3.1 and 2.3.2 below, this Agreement shall continue on a month-to-month basis while a Subsequent Agreement is being negotiated. The Parties' rights and obligations with respect to this Agreement after expiration of the initial term shall be as set forth in Section 2.3 below.
- 2.3 If, within one hundred thirty-five (135) days of commencing the negotiation referred to in Section 2.2 above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the Commission to establish appropriate rates, terms and conditions for the Subsequent Agreement pursuant to 47 U.S.C. § 252.
- 2.3.1 SkyBest may request termination of this Agreement only if it is no longer purchasing services pursuant to this Agreement. Except as set forth in Section 2.3.2 below, notwithstanding the foregoing, in the event that as of the date of expiration of the initial term of this Agreement and conversion of this Agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement and no arbitration proceeding has been filed in accordance with Section 2.3 above, then AT&T may terminate this Agreement upon sixty (60) days notice to SkyBest. In the event that AT&T terminates this Agreement as provided above, AT&T shall continue to offer services to SkyBest pursuant to the rates, terms and conditions set forth in AT&T's then current generic interconnection agreement. In the event that AT&T's generic interconnection agreement becomes effective between the Parties, the Parties may continue to negotiate a Subsequent Agreement.
- 2.3.2 Notwithstanding Section 2.2 above, in the event that as of the expiration of the initial term of this Agreement the Parties have not entered into a Subsequent Agreement and no arbitration proceeding has been filed in accordance with Section 2.3 above and AT&T is not providing any services under this Agreement as of the date of expiration of the initial term of this Agreement, then this Agreement shall not continue on a month-to-month basis but shall be deemed terminated as of the expiration date hereof.
- 2.4 If, at any time during the term of this Agreement, AT&T is unable to contact SkyBest pursuant to the Notices provision hereof or any other contact information provided by SkyBest under this Agreement, and there are no active services being provisioned under this Agreement, then AT&T may, at its discretion, terminate this Agreement, without any liability whatsoever, upon sending of notification to SkyBest pursuant to the Notices section hereof. Furthermore, if after eighteen (18) months following the Effective Date of this Agreement SkyBest has no active services pursuant to

this Agreement, AT&T may terminate this Agreement, without any liability to AT&T, upon notification to SkyBest pursuant to the Notices section hereof.

- 2.5 In addition to as otherwise set forth in this Agreement, AT&T reserves the right to suspend access to ordering systems, refuse to process additional or pending applications for service, or terminate service in the event of prohibited, unlawful or improper use of AT&T's facilities or service, abuse of AT&T's facilities or any other material breach of this Agreement, and all monies owed on all outstanding invoices shall become due. In such event, SkyBest is solely responsible for notifying its customers of any discontinuance of service.

3 Nondiscriminatory Access

When SkyBest purchases Telecommunications Services from AT&T pursuant to Attachment 1 of this Agreement for the purposes of resale to customers, such services shall be equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that AT&T provides to others, including its customers. To the extent technically feasible, the quality of a Network Element, as well as the quality of the access to such Network Element provided by AT&T to SkyBest shall be at least equal to that which AT&T provides to itself and shall be the same for all Telecommunications carriers requesting access to that Network Element. The quality of the interconnection between the network of AT&T and the network of SkyBest shall be at a level that is equal to that which AT&T provides itself, a subsidiary, an Affiliate, or any other party. The interconnection facilities shall be designed to meet the same technical criteria and service standards that are used within AT&T's network and shall extend to a consideration of service quality as perceived by AT&T's customers and service quality as perceived by SkyBest.

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

- 4.1 Subpoenas Directed to AT&T. Where AT&T provides resold services for SkyBest, AT&T shall respond to subpoenas and court ordered requests delivered directly to AT&T for the purpose of providing call detail records when the targeted telephone numbers belong to SkyBest customers. Billing for such requests will be generated by AT&T and directed to the law enforcement agency initiating the request. AT&T shall maintain such information for SkyBest customers for the same length of time it maintains such information for its own customers.
- 4.2 Subpoenas Directed to SkyBest. Where AT&T is providing resold services to SkyBest, then SkyBest agrees that in those cases where SkyBest receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to SkyBest customers, and where SkyBest does not have the requested information, SkyBest will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to AT&T for handling in accordance with Section 4.1 above.
- 4.3 In all other instances, where either Party receives a request for information involving the other Party's customer, the Party receiving the request will advise the law enforcement agency initiating the request to redirect such request to the other Party.

5 Liability and Indemnification

- 5.1 SkyBest Liability. In the event that SkyBest consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, or any third party places orders under this

Agreement using SkyBest's company codes or identifiers, all such entities shall be jointly and severally liable for the obligations of SkyBest under this Agreement.

- 5.2 Liability for Acts or Omissions of Third Parties. AT&T shall not be liable to SkyBest for any act or omission of another entity providing any services to SkyBest.
- 5.3 Except for any indemnification obligations of the Parties hereunder, each Party's liability to the other for any loss, cost, claim, injury, liability or expense, including reasonable attorneys' fees relating to or arising out of any cause whatsoever, whether based in contract, negligence or other tort, strict liability or otherwise, relating to the performance of this Agreement, shall not exceed a credit for the actual cost of the services or functions not performed or improperly performed. Any amounts paid to SkyBest pursuant to Attachment 9 hereof shall be credited against any damages otherwise payable to SkyBest pursuant to this Agreement.
- 5.3.1 Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its customers and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to the customer or third party for (i) any loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged that applicable person for the service, product or function that gave rise to such loss and (ii) consequential damages. To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a loss as a result thereof, such Party shall, except to the extent caused by the other Party's gross negligence or willful misconduct, indemnify and reimburse the other Party for that portion of the loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such loss.
- 5.3.2 Neither AT&T nor SkyBest shall be liable for damages to the other Party's terminal location, equipment or customer premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a Party's negligence or willful misconduct or by a Party's failure to ground properly a local loop after disconnection.
- 5.3.3 Under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the services or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.
- 5.3.4 To the extent any specific provision of this Agreement purports to impose liability, or limitation of liability, on either Party different from or in conflict with the liability or limitation of liability set forth in this Section, then with respect to any facts or circumstances covered by such specific provisions, the liability or limitation of liability contained in such specific provision shall apply.

5.4 Indemnification for Certain Claims. Except as otherwise set forth in this Agreement and except to the extent caused by the indemnified Party's gross negligence or willful misconduct, the Party providing services hereunder, its Affiliates and its parent company, shall be indemnified, defended and held harmless by the Party receiving services hereunder against any claim, loss or damage arising from the receiving Party's use of the services provided under this Agreement pertaining to (1) claims for libel, slander or invasion of privacy arising from the content of the receiving Party's own communications, or (2) any claim, loss or damage claimed by any third party (including, but not limited to, a customer of the Party receiving services) arising from the third party's use or reliance on and arising from the Party receiving services use or reliance on the providing Party's services, actions, duties, or obligations arising out of this Agreement.

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

6 Intellectual Property Rights and Indemnification

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

6.2 Ownership of Intellectual Property. Any intellectual property that originates from or is developed by a Party shall remain the exclusive property of that Party. Except for a limited, non-assignable, non-exclusive, non-transferable license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right, now or hereafter owned, controlled or licensable by a Party, is granted to the other Party. Neither shall it be implied nor arise by estoppel. Any trademark, copyright or other proprietary notices appearing in association with the use of any facilities or equipment (including software) shall remain on the documentation, material, product, service, equipment or software. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.

6.3 Intellectual Property Remedies

6.3.1 Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service in the manner contemplated under this Agreement and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 5 above.

6.3.2 Claim of Infringement

6.3.2.1 In the event that use of any facilities or equipment (including software), becomes, or in the reasonable judgment of the Party who owns the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party, promptly and at its sole expense and sole option, but subject to the limitations of liability set forth below, shall:

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

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

6.3.2.4 In the event Sections 6.3.2.2 or 6.3.2.3 above are commercially unreasonable, then said Party may terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.

6.3.3 Exception to Obligations. Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor, provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.

6.3.4 Exclusive Remedy. The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this Agreement.

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

7 **Proprietary and Confidential Information**

7.1 Proprietary and Confidential Information. It may be necessary for AT&T and SkyBest, each as the "Discloser," to provide to the other Party, as "Recipient," certain proprietary and confidential information (including trade secret information) including but not limited to technical, financial,

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

- 7.2 Use and Protection of Information. Recipient agrees to protect such Information of the Discloser provided to Recipient from whatever source from distribution, disclosure or dissemination to anyone except employees consultants, contractors and agents of Recipient or its Affiliates with a need to know such Information solely in conjunction with Recipient's analysis of the Information and for no other purpose except as authorized herein or as otherwise authorized in writing by the Discloser. Recipients may make tangible or electronic copies, notes, summaries or extracts of Information only as necessary for use as authorized herein. All tangible or electronic copies, notes, summaries or extracts must be marked with the same confidential and proprietary notice as appears on the original. Information remains at all times the property of Discloser. Upon Discloser's request, all or any requested portion of the Information (including, but not limited to, tangible and electronic copies, notes, summaries or extracts of any Information) will be promptly returned to Discloser or destroyed, and Recipient will provide Discloser with written certification stating that such information has been returned or destroyed.
- 7.3 Exceptions
- 7.3.1 Recipient will not have an obligation to protect any portion of the Information which:
- 7.3.2 (a) is made publicly available by the Discloser or lawfully by a nonparty to this Agreement; (b) is lawfully obtained by Recipient from any source other than Discloser; (c) is previously known to Recipient without an obligation to keep it confidential; or (d) is released from the terms of this Agreement by Discloser upon written notice to Recipient.
- 7.4 Recipient agrees to use the Information solely for the purposes of negotiations pursuant to 47 U.S.C. § 251 or in performing its obligations under this Agreement and for no other entity or purpose, except as may be otherwise agreed to in writing by the Parties. Nothing herein shall prohibit Recipient from providing information requested by the FCC or a state regulatory agency with jurisdiction over this matter, or to support a request for arbitration or an allegation of failure to negotiate in good faith.
- 7.5 Recipient agrees not to publish or use the Information for any advertising, sales or marketing promotions, press releases, or publicity matters that refer either directly or indirectly to the Information or to the Discloser or any of its affiliated companies.
- 7.6 The disclosure of Information neither grants nor implies any license to the Recipient under any trademark, patent, copyright, application or other intellectual property right that is now or may hereafter be owned by the Discloser.

- 7.7 Survival of Confidentiality Obligations. The Parties' rights and obligations under this Section 7 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the Parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

8 Resolution of Disputes

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

9 Taxes

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

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

- 9.2.1 Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.
- 9.2.2 Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.

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

- 9.3.1 Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.
- 9.3.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
- 9.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not applicable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be applicable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its

own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.

- 9.3.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery. The purchasing Party shall have the right to contest, at its own expense, any such tax or fee that it believes is not applicable or was paid by it in error. If requested in writing by the purchasing Party, the providing Party shall facilitate such contest either by assigning to the purchasing Party its right to claim a refund of such tax or fee, if such an assignment is permitted under applicable law, or, if an assignment is not permitted, by filing and pursuing a claim for refund on behalf of the purchasing Party but at the purchasing Party's expense.
- 9.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 9.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 9.3.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; provided, however, that the failure of a Party to provide notice shall not relieve the other Party of any obligations hereunder.
- 9.4 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party
- 9.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.
- 9.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
- 9.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application of or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.

- 9.4.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery. The purchasing Party shall have the right to contest, at its own expense, any such tax or fee that it believes is not applicable or was paid by it in error. If requested in writing by the purchasing Party, the providing Party shall facilitate such contest either by assigning to the purchasing Party its right to claim a refund of such tax or fee, if such an assignment is permitted under applicable law, or, if an assignment is not permitted, by filing and pursuing a claim for refund on behalf of the purchasing Party but at the purchasing Party's expense.
- 9.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 9.4.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorneys' fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 9.4.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; provided, however, that the failure of a Party to provide notice shall not relieve the other Party of any obligations hereunder.
- 9.5 Additional Provisions Applicable to All Taxes and Fees
- 9.5.1 In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.
- 9.5.2 Notwithstanding any provision of this Agreement to the contrary, any administrative, judicial, or other proceeding concerning the application or amount of a tax or fee shall be maintained in accordance with the provisions of this Section and any applicable federal, state or local law governing the resolution of such disputed tax or fee; and under no circumstances shall either Party have the right to bring a dispute related to the application or amount of a tax or fee before a regulatory authority.

10 Force Majeure

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by SkyBest, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected shall be excused from such performance on a

day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided, however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease. The Party affected shall provide notice of the Force Majeure event within a reasonable period of time following such an event.

11 Adoption of Agreements

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

12 Modification of Agreement

12.1 If SkyBest changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of SkyBest to notify AT&T of said change, request that an amendment to this Agreement, if necessary, be executed to reflect said change and notify the Commission of such modification of company structure in accordance with the state rules governing such modification in company structure if applicable. Additionally, SkyBest shall provide AT&T with any necessary supporting documentation, which may include, but is not limited to, a credit application, Application for Master Account, proof of authority to provide telecommunications services, the appropriate Operating Company Number (OCN) for each state as assigned by National Exchange Carrier Association (NECA), Carrier Identification Code (CIC), Access Customer Name and Abbreviation (ACNA), AT&T's blanket form letter of authority (LOA), Misdirected Number form and a tax exemption certificate.

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

13 Intervening Law

This Agreement is the result of negotiations between the Parties and may incorporate certain provisions that resulted from arbitration by the appropriate state Commission(s). In entering into this Agreement and any Amendments to such Agreement and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s) which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and/or otherwise affects the rights or obligations of either Party that are addressed by this Agreement, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party in accordance with Section 20.1 below ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to reach agreement on appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming

modifications within sixty (60) days from the Written Notice, any disputes between the Parties concerning such actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

14 Legal Rights

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

15 Indivisibility

Subject to Section 15 below, the Parties intend that this Agreement be indivisible and nonseverable, and each of the Parties acknowledges that it has assented to all of the covenants and promises in this Agreement as a single whole and that all of such covenants and promises, taken as a whole, constitute the essence of the contract. Without limiting the generality of the foregoing, each of the Parties acknowledges that any provision by AT&T of collocation space under this Agreement is solely for the purpose of facilitating the provision of other services under this Agreement as set forth in Attachment 4. The Parties further acknowledge that this Agreement is intended to constitute a single transaction and that the obligations of the Parties under this Agreement are interdependent.

16 Severability

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

17 Non-Waivers

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

18 Governing Law

Where applicable, this Agreement shall be governed by and construed in accordance with federal and state substantive telecommunications law, including rules and regulations of the FCC and appropriate Commission. In all other respects, this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia without regard to its conflict of laws principles.

19 Assignments and Transfers

- 19.1 Any assignment by either Party to any entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. The assignee must provide evidence of a Commission approved certification to provide Telecommunications Service in each state that SkyBest is entitled to provide Telecommunications Service. After AT&T's consent, the Parties shall amend this Agreement to reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations. Notwithstanding anything to the contrary in this Section, SkyBest shall not be permitted to assign this Agreement in whole or in part to any entity unless either (1) SkyBest pays all bills, past due and current, under this Agreement, or (2) SkyBest's assignee expressly assumes liability for payment of such bills.
- 19.2 In the event that SkyBest desires to transfer any services hereunder to another provider of Telecommunications Service, or SkyBest desires to assume hereunder any services provisioned by AT&T to another provider of Telecommunications Service, such transfer of services shall be subject to separately negotiated rates, terms and conditions.

20 Notices

- 20.1 Every notice, consent or approval of a legal nature, required or permitted by this Agreement shall be in writing and shall be delivered either by hand, by overnight courier or by US mail postage prepaid, or email if an email address is listed below, addressed to:

AT&T

Contract Management
ATTN: Notices Manager
311 S. Akard, 9th Floor
Dallas, TX 75202-5398

and

Business Markets Attorney
Suite 4300
675 West Peachtree Street
Atlanta, GA 30375

SkyBest Communications, Inc.

Michael Lewis
1200 NC Hwy. 194 North
West Jefferson, NC 28694
Michael.lewis@skyline.org
336-877-8302

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

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

20.3 Notwithstanding the above, AT&T will post to AT&T's Wholesale - Southeast Region Web site changes to business processes and policies and shall post to AT&T's Wholesale - Southeast Region Web site or submit through applicable electronic systems, other service and business related notices not requiring an amendment to this Agreement.

21 Rule of Construction

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

22 Headings of No Force or Effect

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

23 Multiple Counterparts

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

24 Filing of Agreement

This Agreement, and any amendments hereto, shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act, or as otherwise required by the state and the Parties shall share equally in any applicable fees. Notwithstanding the foregoing, this Agreement shall not be submitted for approval by the appropriate state regulatory agency unless and until such time as SkyBest is duly certified as a local exchange carrier in such state, except as otherwise required by a Commission.

25 Compliance with Law

The Parties have negotiated their respective rights and obligations pursuant to substantive Federal and State Telecommunications law and this Agreement is intended to memorialize the Parties' mutual agreement with respect to each Party's rights and obligations under the Act and applicable FCC and Commission orders, rules and regulations. Nothing contained herein, nor any reference to applicable rules and orders, is intended to expand on the Parties' rights and obligations as set

forth herein. This Agreement also contains certain provisions that were negotiated without regard to the Parties' obligations as set forth Section 251 of the Act. To the extent the provisions of this Agreement differ from the provisions of any Federal or State Telecommunications statute, rule or order in effect as of the execution of this Agreement, this Agreement shall control. Each Party shall comply at its own expense with all other laws of general applicability.

26 Necessary Approvals

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

27 Good Faith Performance

Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement.

28 Rates

28.1 SkyBest shall pay the charges set forth in this Agreement. In the event that AT&T is unable to bill the applicable rate or no rate is established or included in this Agreement for any services provided pursuant to this Agreement, AT&T reserves the right to back bill SkyBest for such rate or for the difference between the rate actually billed and the rate that should have been billed pursuant to this Agreement; provided, however, that subject to SkyBest's agreement to the limitation regarding billing disputes as described in Section 2.2 of Attachment 7 hereof, AT&T shall not back bill any amounts for services rendered more than twelve (12) months prior to the date that the charges or additional charges for such services are actually billed. Notwithstanding the foregoing, both Parties recognize that situations may exist which could necessitate back billing beyond twelve (12) months. These exceptions are:

- Charges connected with jointly provided services whereby meet point billing guidelines require either Party to rely on records provided by a third party and such records have not been provided in a timely manner;
- Charges incorrectly billed due to erroneous information supplied by the non-billing Party;
- Charges for which a regulatory body has granted, or a regulatory change permits, the billing Party the authority to back bill.

28.2 To the extent a rate element is omitted or no rate is established, AT&T has the right not to provision such service until the Agreement is amended to include such rate.

28.3 To the extent SkyBest requests services not included in this Agreement, such services shall be provisioned pursuant to the rates, terms and conditions set forth in the applicable tariffs or a

separately negotiated Agreement, unless the Parties agree to amend this Agreement to include such service prospectively.

29 Rate True-Up

29.1 This section applies to rates that are expressly subject to true-up.

29.2 The rates shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final and effective order of the Commission. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with the rates for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any discrepancy between the records or disagreement between the Parties regarding the amount of such true-up, the dispute shall be subject to the dispute resolution process set forth in this Agreement.

29.3 A final and effective order of the Commission that forms the basis of a true-up shall be based upon cost studies submitted by either or both Parties to the Commission and shall be binding upon AT&T and SkyBest specifically or upon all carriers generally, such as a generic cost proceeding.

30 Survival

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

31 Entire Agreement

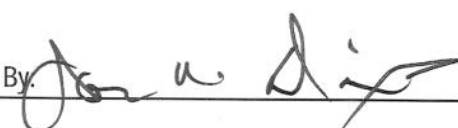
31.1 This Agreement means the General Terms and Conditions, the Attachments hereto and all documents identified therein, as such may be amended from time to time and which are incorporated herein by reference, all of which, when taken together, are intended to constitute one indivisible agreement. This Agreement sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained in this Agreement and merges all prior discussions between them. Any orders placed under prior agreements between the Parties shall be governed by the terms of this Agreement and SkyBest acknowledges and agrees that any and all amounts and obligations owed for services provisioned or orders placed under prior agreements between the Parties, related to the subject matter hereof, shall, as of the Effective Date, be due and owing under this Agreement and be governed by the terms and conditions of this Agreement as if such services or orders were provisioned or placed under this Agreement. Neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

31.2 Any reference throughout this Agreement to a tariff, industry guideline, AT&T's technical guideline or reference, AT&T business rule, guide or other such document containing processes or specifications applicable to the services provided pursuant to this Agreement, shall be construed to refer to only those provisions thereof that are applicable to these services, and shall include any

successor or replacement versions thereof, all as they are amended from time to time and all of which are incorporated herein by reference, and may be found at AT&T's Wholesale - Southeast Region Web site at: <http://wholesale.att.com>. References to state tariffs throughout this Agreement shall be to the tariff for the state in which the services were provisioned; provided, however, that in any state where certain AT&T services or tariff provisions have been or become deregulated or detariffed, any reference in this Agreement to a detariffed or deregulated service or provision of such tariff shall be deemed to refer to the service description, price list or other agreement pursuant to which AT&T provides such services as a result of detariffing or deregulation.

SkyBest Communications, Inc.

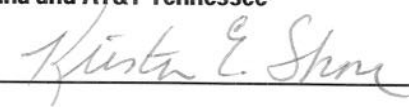
BellSouth Telecommunications, Inc. d/b/a
 AT&T Alabama, AT&T Florida, AT&T Georgia,
 AT&T Kentucky, AT&T Louisiana, AT&T
 Mississippi, AT&T North Carolina, AT&T South
 Carolina and AT&T Tennessee

By: 

Name: John R. Dixon

Title: President

Date: April 14, 2008

By: 

Name: Kristen E. Shore

Title: Director

Date: 4/29/08

	<u>OCN #</u>	<u>ACNA</u>		<u>OCN #</u>	<u>ACNA</u>
ALABAMA	_____	_____	MISSISSIPPI	_____	_____
FLORIDA	_____	_____	NORTH CAROLINA	_____	_____
GEORGIA	_____	_____	SOUTH CAROLINA	_____	_____
KENTUCKY	_____	_____	TENNESSEE	_____	_____
LOUISIANA	_____	_____			

Attachment 1

Resale

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RESALE**1. Discount Rates**

1.1 The discounts rates applied to SkyBest's purchases of AT&T Telecommunications Services for the purpose of resale shall be as set forth in Exhibit D. Such discounts have been determined by the applicable Commission to reflect the costs avoided by AT&T when selling a service for wholesale purposes.

1.2 The Telecommunications Services available for purchase by SkyBest for the purposes of resale to SkyBest's customers shall be available at AT&T's tariffed rates less the discount reflected in Exhibit D and subject to the exclusions and limitations in Exhibit A.

2. Definition of Terms

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

2.1 Customer of Record means the entity responsible for placing application for service; requesting additions, rearrangements, maintenance or discontinuance of service; payment in full of charges incurred such as nonrecurring, monthly recurring, toll, directory assistance, etc.

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

2.3 New Services means functions, features or capabilities that are not currently offered by AT&T. This includes packaging of existing services or combining a new function, feature or capability with an existing service.

2.4 Resale means an activity wherein a certificated CLEC, such as SkyBest, subscribes to the retail Telecommunications Services of AT&T and then offers those retail Telecommunications Services to the public.

3. General Provisions

3.1 All of the negotiated rates, terms and conditions set forth in this Attachment pertain to the resale of AT&T's retail Telecommunications Services and other services specified in this Attachment. Subject to effective and applicable FCC and Commission rules and orders, AT&T shall make available to SkyBest for resale those Telecommunications Services AT&T makes available, pursuant to its General Subscriber Services Tariff (GSST) and Private Line Services Tariff, to customers who are not Telecommunications carriers.

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

3.2 SkyBest as a reseller of Lifeline and Link-Up Services hereby certifies that it has and will comply with the FCC requirements governing the Lifeline and Link-Up programs as set forth in 47 C.F.R. § 54.417(a) and (b). This includes the requirements set forth in AT&T's GSST, Sections A3.31 and A4.7.

3.2.1 SkyBest shall maintain records to document FCC or applicable state eligibility and verification records to document compliance governing the Lifeline/Link-Up programs for the three (3) full

preceding calendar years, and SkyBest shall provide such documentation to the FCC or it's Administrator upon request.

- 3.2.2 In Tennessee, if SkyBest does not resell Lifeline service to any end users, and if SkyBest agrees to order an appropriate Operator Services/Directory Assistance block as set forth in AT&T's GSST, the discount shall be twenty-one point fifty-six percent (21.56%).
- 3.2.2.1 In the event SkyBest resells Lifeline service to any end user in Tennessee, AT&T will begin applying the sixteen percent (16%) discount rate to all services. Upon SkyBest and AT&T's implementation of a billing arrangement whereby a separate Master Account (Q-account) associated with a separate OCN is established for billing of Lifeline service end users, the discount shall be applied as set forth in Section 3.2.2 above for the non-Lifeline affected Master Account (Q-account).
- 3.2.2.2 SkyBest must provide written notification to AT&T within thirty (30) days prior to either providing its own operator services/directory services or ordering the appropriate operator services/directory assistance blocking, to qualify for the higher discount rate of twenty-one point fifty-six percent (21.56%).
- 3.3 SkyBest may purchase resale services from AT&T for its own use in operating its business. The resale discount will apply to those services under the following conditions:
 - 3.3.1 SkyBest must resell services to other end users.
 - 3.3.2 SkyBest cannot be a CLEC for the single purpose of selling to itself.
 - 3.3.3 SkyBest will be the Customer of Record for all services purchased from AT&T. Except as specified herein, AT&T will take orders from, bill and receive payment from SkyBest for said services.
- 3.4 SkyBest will be AT&T's single point of contact for all services purchased pursuant to this Agreement. AT&T shall have no contact with the customer except to the extent provided for herein.
- 3.5 AT&T will continue to bill the customer for any services that the customer specifies it wishes to receive directly from AT&T. AT&T maintains the right to serve directly any customer within the service area of SkyBest. AT&T will continue to market directly its own Telecommunications products and services and in doing so may establish independent relationships with customers of SkyBest. Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.
 - 3.5.1 AT&T will accept a request from another CLEC for conversion of the customer's service from SkyBest to such other CLEC. Upon completion of the conversion AT&T will notify SkyBest that such conversion has been completed.
 - 3.5.2 When a customer of SkyBest or AT&T elects to change his/her carrier to the other Party, both Parties agree to release the customer's service to the other Party concurrent with the due date of the service order, which shall be established based on the standard interval for the customer's requested service as set forth in the AT&T Product and Services Interval Guide.
 - 3.5.3 AT&T and SkyBest will refrain from contacting an customer who has placed or whose selected carrier has placed on the customer's behalf an order to change the customer's service provider from AT&T or SkyBest to the other Party until such time that the order for service has been completed.
- 3.6 Current telephone numbers may normally be retained by the customer and are assigned to the service furnished. However, neither Party nor the customer has a property right to the telephone

number or any other call number designation associated with services furnished by AT&T, and no right to the continuance of service through any particular central office. AT&T reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever AT&T deems it necessary to do so in the conduct of its business and in accordance with AT&T practices and procedures on a nondiscriminatory basis.

- 3.7 Service is furnished subject to the condition that it will not be used for any unlawful purpose.
- 3.8 Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.
- 3.9 AT&T can refuse service when it has grounds to believe that service will be used in violation of the law.
- 3.10 If SkyBest or its customers utilize an AT&T resold Telecommunications Service in a manner other than that for which the service was originally intended as described in AT&T's retail tariffs SkyBest has the responsibility to notify AT&T. AT&T will only provision and maintain said service consistent with the terms and conditions of the tariff describing said service.
- 3.11 Facilities and/or equipment utilized by AT&T to provide service to SkyBest remain the property of AT&T.
- 3.12 Service Ordering and Operations Support Systems (OSS)
- 3.12.1 SkyBest must order services through resale interfaces, i.e., the Local Carrier Service Center (LCSC) and/or appropriate Complex Resale Support Group (CRSG) pursuant to this Agreement. SkyBest may submit a Local Service Request (LSR) electronically as set forth in Attachment 6. Service orders will be in a standard format designated by AT&T.
- 3.12.2 AT&T messaging services set forth in AT&T's Messaging Service Re-Seller Information Package shall be made available for resale without the wholesale discount.
- 3.13 AT&T's Inside Wire Maintenance Service Plan is available for resale at rates, terms and conditions as set forth by AT&T and without the wholesale discount.
- 3.14 In the event SkyBest acquires a customer whose service is provided pursuant to an AT&T Special Assembly, AT&T shall make available to SkyBest that Special Assembly at the wholesale discount at SkyBest's option. SkyBest shall be responsible for all terms and conditions of such Special Assembly including but not limited to termination liability if applicable.
- 3.15 AT&T shall provide 911/E911 for SkyBest customers in the same manner that it is provided to AT&T customers. AT&T shall provide and validate SkyBest customer information to the Public Safety Answering Point (PSAP). AT&T shall use its service order process to update and maintain, on the same schedule that it uses for its customers, the SkyBest customer information in the Automatic Location Identification/Data Management System (ALI/DMS) databases used to support 911/E911 services.
- 3.16 Pursuant to 47 C.F.R. § 51.617, AT&T shall bill to SkyBest, and SkyBest shall pay, the End User Common Line (EUCL) charges identical to the EUCL charges AT&T bills its customers.

4 AT&T's Provision of Services to SkyBest

- 4.1 Resale of AT&T services shall be as follows:
- 4.1.1 The resale of Telecommunications Services shall be limited to users and uses conforming to the class of service restrictions.

- 4.1.2 Hotel and Hospital PBX services are the only Telecommunications Services available for resale to Hotel/Motel and Hospital customers, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to Payphone Service Provider (PSP) customers. Shared Tenant Service customers can only be sold those local exchange access services available in AT&T's GSST Section A23, Shared Tenant Service Section in the states of Florida, Georgia, North Carolina and South Carolina, and in A27 in the states of Alabama, Kentucky, Louisiana, Mississippi and Tennessee.
- 4.1.3 AT&T reserves the right to periodically audit services purchased by SkyBest to establish authenticity of use. Such audit shall not occur more than once in a calendar year. SkyBest shall make any and all records and data available to AT&T or AT&T's auditors on a reasonable basis. AT&T shall bear the cost of said audit. Any information provided by SkyBest for purposes of such audit shall be deemed Confidential Information pursuant to the General Terms and Conditions.
- 4.2 Subject to Exhibit A hereto, resold services can only be used in the same manner as specified in AT&T's Tariffs. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual customer of AT&T in the appropriate section of AT&T's Tariffs. Specific tariff features (e.g., a usage allowance per month) shall not be aggregated across multiple resold services.
- 4.3 If SkyBest cancels an order for resold services, any costs incurred by AT&T in conjunction with provisioning of such order will be recovered in accordance with AT&T's GSST and Private Line Services Tariffs.
- 4.4 Service Jointly Provisioned with an Independent Company or CLEC
- 4.4.1 AT&T will in some instances provision resold services in accordance with AT&T's GSST and Private Line Tariffs jointly with an Independent Company (ICO) or other CLEC.
- 4.4.2 When SkyBest assumes responsibility for such service, all terms and conditions defined in the Tariff will apply for services provided within the AT&T service area only.
- 4.4.3 Service terminating in an ICO or other CLEC area will be provisioned and billed by the ICO or other CLEC directly to SkyBest.
- 4.4.4 SkyBest must establish a billing arrangement with the ICO or other CLEC prior to assuming a customer account where such circumstances apply.
- 4.4.5 Specific guidelines regarding such services are available on the AT&T Wholesale – Southeast Web site.
- 5. Maintenance of Services**
- 5.1 Services resold pursuant to this Attachment and AT&T's GSST and Private Line Service Tariff and facilities and equipment provided by AT&T shall be maintained by AT&T.
- 5.2 SkyBest or its customers may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by AT&T except with the written consent of AT&T.
- 5.3 SkyBest accepts responsibility to notify AT&T of situations that arise that may result in a service problem.
- 5.4 SkyBest will contact the appropriate repair centers in accordance with procedures established by AT&T.
- 5.5 For all repair requests, SkyBest shall adhere to AT&T's prescreening guidelines prior to referring the trouble to AT&T.

5.6 AT&T reserves the right to contact SkyBest's customers, if deemed necessary, for maintenance purposes.

6. Discontinuance of Service

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

6.1.1 AT&T will deny service to SkyBest's customer on behalf of, and at the request of, SkyBest. Upon restoration of the customer's service, restoral charges will apply and will be the responsibility of SkyBest.

6.1.2 At the request of SkyBest, AT&T will disconnect a SkyBest customer.

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

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

6.1.5 AT&T will continue to process calls made to the Annoyance Call Center and will advise SkyBest when it is determined that annoyance calls are originated from one of its customer's locations. AT&T shall be indemnified, defended and held harmless by SkyBest and/or the customer against any claim, loss or damage arising from providing this information to SkyBest. It is the responsibility of SkyBest to take the corrective action necessary with its customer who makes annoying calls. (Failure to do so will result in AT&T's disconnecting the customer's service.)

7. White Pages Listings

7.1 AT&T shall provide SkyBest and its end users access to white pages directory listings under the following terms:

7.1.1 Listings. SkyBest shall provide all new, changed and deleted listings on a timely basis and AT&T or its agent will include SkyBest residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories in the geographic areas covered by this Agreement. Directory listings will make no distinction between SkyBest and AT&T customers. SkyBest shall provide listing information in accordance with the procedures set forth in The AT&T Business Rules for Local Ordering found at AT&T's Wholesale – Southeast Web site.

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

7.1.3 Inclusion of SkyBest Customers in Directory Assistance Database. AT&T will include and maintain SkyBest customer listings in AT&T's Directory Assistance databases. SkyBest shall provide such Directory Assistance listings to AT&T at no charge.

7.1.4 Listing Information Confidentiality. AT&T will afford SkyBest's directory listing information the same level of confidentiality that AT&T affords its own directory listing information.

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

7.1.6 Rates. So long as SkyBest provides listing information to AT&T as set forth in Section 7.1.2 above, AT&T shall provide to SkyBest one (1) basic White Pages directory listing per SkyBest customer at no charge other than the manual service order charge or the electronic service order charge, as appropriate, as described in Attachment 6.

- 7.2 Directories. AT&T or its agent shall make available White Pages directories to SkyBest customer at no charge or as specified in a separate agreement between SkyBest and AT&T's agent.
- 7.3 Procedures for submitting SkyBest Subscriber Listing Information (SLI) are found in The AT&T Business Rules for Local Ordering found at AT&T's Wholesale – Southeast Web site.
- 7.3.1 SkyBest authorizes AT&T to release all SkyBest SLI provided to AT&T by SkyBest to qualifying third parties pursuant to either a license agreement or AT&T's Directory Publishers Database Service (DPDS) in AT&T's GSST. Such SkyBest SLI shall be intermingled with AT&T's own customer listings and listings of any other CLEC that has authorized a similar release of SLI.
- 7.3.2 No compensation shall be paid to SkyBest for AT&T's receipt of SkyBest's SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent AT&T incurs costs to modify its systems to enable the release of SkyBest's SLI, or costs on an ongoing basis to administer the release of SkyBest's SLI, SkyBest shall pay to AT&T its proportionate share of the reasonable costs associated therewith. At any time that costs may be incurred to administer the release of SkyBest's SLI, SkyBest will be notified. If SkyBest does not wish to pay its proportionate share of these reasonable costs, SkyBest may instruct AT&T that it does not wish to release its SLI to independent publishers, and SkyBest shall amend this Agreement accordingly. SkyBest will be liable for all costs incurred until the effective date of the amendment.
- 7.3.3 Neither AT&T nor any agent shall be liable for the content or accuracy of any SLI provided by SkyBest under this Agreement. SkyBest shall indemnify, except to the extent caused by AT&T's gross negligence or willful misconduct, hold harmless and defend AT&T and its agents from and against any damages, losses, liabilities, demands, claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising from AT&T's Tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate SkyBest listings or use of the SLI provided pursuant to this Agreement. AT&T may forward to SkyBest any complaints received by AT&T relating to the accuracy or quality of SkyBest listings.
- 7.3.4 Listings and subsequent updates will be released consistent with AT&T system changes and/or update scheduling requirements.
- 8. Operator Services (Operator Call Processing and Directory Assistance)**
- 8.1 Operator Call Processing (OCP) provides: (1) operator handling for call completion (for example, collect, third number billing, and manual calling-card calls); (2) operator or automated assistance for billing after the customer has dialed the called number (for example, calling card calls); and (3) special services including but not limited to Busy Line Verification and Emergency Line Interrupt (ELI), Emergency Agency Call and operator-assisted Directory Assistance (DA).
- 8.2 Upon request for AT&T OCP, AT&T shall:
- 8.2.1 Process 0+ and 0- dialed local calls.
- 8.2.2 Process 0+ and 0- intraLATA toll calls.
- 8.2.3 Process calls that are billed to SkyBest customer's calling card that can be validated by AT&T.
- 8.2.4 Process person-to-person calls.
- 8.2.5 Process collect calls.
- 8.2.6 Provide the capability for callers to bill a third party and shall also process such calls.
- 8.2.7 Process station-to-station calls.
- 8.2.8 Process Busy Line Verify and ELI requests.

- 8.2.9 Process emergency call trace originated by PSAP.
- 8.2.10 Process operator-assisted DA calls.
- 8.2.11 Adhere to equal access requirements, providing SkyBest local customer the same IXC access that AT&T provides its own operator service (OS).
- 8.2.12 Exercise at least the same level of fraud control in providing OS to SkyBest that AT&T provides for its own OS.
- 8.2.13 Perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-To-Third-Party calls.
- 8.2.14 Direct customer account and other similar inquiries to the customer service center designated by SkyBest.
- 8.3 Upon SkyBest's request AT&T shall provide call records to SkyBest in accordance with Optional Daily Usage File (ODUF) standards.
- 8.4 The interface requirements shall conform to the interface specifications for the platform used to provide OS as long as the interface conforms to industry standards.
- 8.5 DA Service
- 8.5.1 DA Service provides local and non-local customer telephone number listings with the option to complete the call at the caller's direction separate and distinct from local switching.
- 8.5.2 DA Service shall provide up to two (2) listing requests per call, if available and if requested by SkyBest's customer. AT&T shall provide caller-optional DA call completion service at rates set forth in AT&T's GSST to one of the provided listings.
- 8.6 DA Service Updates. AT&T shall update customer listings changes daily. These changes include:
 - 8.6.1 New customer connections;
 - 8.6.2 Customer disconnections;
 - 8.6.3 Customer address changes; and
 - 8.6.4 Non-listed and non-published numbers for use in emergencies.
- 9. Branding for Wholesale OCP and DA**
- 9.1 AT&T's branding feature provides a definable announcement to SkyBest's customers using AT&T's DA/OCP prior to placing such customers in queue or connecting them to an available operator or automated operator system. This feature allows SkyBest to have its calls custom branded with SkyBest's name on whose behalf AT&T is providing DA and/or OCP. Rates for the branding features are set forth in Exhibit D.
- 9.2 AT&T offers three (3) branding options to SkyBest when ordering AT&T's DA and OCP: AT&T Branding, Unbranding and Custom Branding.
- 9.3 SkyBest's order for Custom Branding is considered firm ten (10) business days after AT&T's receipt of the order. SkyBest may cancel its order more than ten (10) business days after AT&T's receipt of the order. SkyBest shall notify AT&T in writing and shall pay all charges per the order. For branding and unbranding via Originating Line Number Screening (OLNS), SkyBest must contact its Senior Carrier Accounts Manager to initiate the order via the OLNS Branding Order form.

9.4 Branding via OLNS

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

9.4.2 AT&T Branding is the default branding offering.

9.4.3 For AT&T to provide Unbranding or Custom Branding via OLNS software for OCP or for DA, SkyBest must have its OCN(s) and telephone numbers reside in AT&T's Line Information Database (LIDB). To implement Unbranding and Custom Branding via OLNS software, SkyBest must submit a manual order form which requires, among other things, SkyBest's OCN and a forecast, pursuant to the appropriate AT&T form provided, for the traffic volume anticipated for each AT&T Traffic Operator Position System (TOPS) during the peak busy hour. SkyBest shall provide updates to such forecast on a quarterly basis and at any time such forecasted traffic volumes are expected to change significantly. Upon SkyBest's purchase of Unbranding or Custom Branding using OLNS software for any particular TOPS, all SkyBest customers served by that TOPS will receive the Unbranded "no announcement" or the Custom Branded announcement.

10. LIDB

10.1 AT&T LIDB stores current information on working telephone numbers and billing account numbers.

10.2 Where SkyBest is purchasing Resale services AT&T shall utilize AT&T's service order generated from SkyBest LSR's to populate LIDB with SkyBest's customer information. AT&T provides access to information in its LIDB, including SkyBest customer information, to its LIDB customers via queries to LIDB.

10.2.1 When necessary for fraud control measures, AT&T may perform additions, updates and deletions of SkyBest data to the LIDB (e.g., calling card deactivation).

10.2.2 SkyBest will not be charged a fee for LIDB storage services provided by AT&T to SkyBest pursuant to this Attachment.

10.3 Responsibilities of the Parties

10.3.1 AT&T will administer the data provided by SkyBest pursuant to this Agreement in the same manner as AT&T administers its own data.

10.3.2 SkyBest is responsible for completeness and accuracy of the data being provided to AT&T.

10.3.3 AT&T shall not be responsible to SkyBest for any lost revenue which may result from AT&T's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by AT&T in its sole discretion from time to time.

11. Revenue Accounting Office (RAO) Hosting

11.2 RAO Hosting is not required for resale in the AT&T Southeast Region 9-State.

12. Optional Daily Usage File (ODUF)

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

12.2 AT&T will provide ODUF service upon written request.

13. Enhanced Optional Daily Usage File (EODUF)

13.1 The EODUF service Agreement with terms and conditions is included in this Attachment as Exhibit

C. Rates for EODUF are as set forth in Exhibit D.

13.2

AT&T will provide EODUF service upon written request.

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

Type of Service	AL		FL		GA		KY		LA		MS		NC		SC		TN	
	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount
1 Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2 Promotions - > 90 Days(Note 2 & 3)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3 Promotions - < 90 Days (Note 2 & 3)	Yes	No	No	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	No	No	No	No
4 Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
5 911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
6 N11 Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No	Yes	Yes	Yes	Yes	No	No	Yes	Yes
7 MemoryCall®Service	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
8 Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
9 Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
10 Nonrecurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
11 EUCL Charge	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
12 Public Telephone Access Svc(PTAS)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes
13 Inside Wire Maint Service Plan	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
Applicable Notes:																		
1.	Grandfathered services can be resold only to existing subscribers of the grandfathered service.																	
2.	Where available for resale, promotions will be made available only to customers who would have qualified for the promotion had it been provided by AT&T directly. Promotions, if any, which are not required to be resold under applicable state or federal law or regulation may not be available.																	
3.	Promotions shall be available only for the term set forth in the applicable tariff or other promotion documentation.																	
4.	Some of AT&T's local exchange and toll Telecommunications Services are not available in certain central offices and areas.																	

Optional Daily Usage File

1. Upon written request from SkyBest, AT&T will provide the ODUF service to SkyBest pursuant to the terms and conditions set forth in this section.
2. SkyBest shall furnish all relevant information required by AT&T for the provision of the ODUF.
3. The ODUF feed provides SkyBest messages that were carried over the AT&T network and processed by AT&T for SkyBest.
4. Charges for ODUF will appear on SkyBest's monthly bills for the previous month's usage in arrears. The charges are as set forth in Exhibit D.
5. The ODUF feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) Exchange Message Interface (EMI) record format.
6. ODUF Specifications
 - 6.1 ODUF Message to be Transmitted
 - 6.1.1 The following messages recorded by AT&T will be transmitted to SkyBest:
 - 6.1.1.1 Message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, etc.);
 - 6.1.1.2 Measured local calls;
 - 6.1.1.3 Directory Assistance messages;
 - 6.1.1.4 IntraLATA Toll;
 - 6.1.1.5 WATS and 800 Service;
 - 6.1.1.6 N11;
 - 6.1.1.7 Information Service Provider Messages;
 - 6.1.1.8 OS Messages;
 - 6.1.1.9 OS Message Attempted Calls;
 - 6.1.1.10 Credit/Cancel Records; and
 - 6.1.1.11 Usage for Voice Mail Message Service.
 - 6.1.2 Rated Incollects (messages AT&T receives from other revenue accounting offices) appear on ODUF. Rated Incollects will be intermingled with AT&T recorded rated and unrated usage. Rated Incollects will not be packed separately.
 - 6.1.3 AT&T will perform duplicate record checks on records processed to ODUF. Any duplicate messages detected will be deleted and not sent to SkyBest.
 - 6.1.4 In the event that SkyBest detects a duplicate on ODUF they receive from AT&T, SkyBest will drop the duplicate message and will not return the duplicate to AT&T.

6.2 ODUF Physical File Characteristics

6.2.1 ODUF will be distributed to SkyBest via Secure File Transfer Protocol (FTP). The ODUF feed will be a variable block format. The data on the ODUF feed will be in a non-compacted EMI format (one hundred seventy-five (175) byte format plus modules). It will be created on a daily basis Monday through Friday except holidays. Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one (1) dataset per workday per OCN. If AT&T determines the Secure FTP Mailbox is nearing capacity levels, AT&T may move the customer to CONNECT:Direct file delivery.

6.2.2 If the customer is moved, CONNECT:Direct data circuits (private line or dial-up) will be required between AT&T and SkyBest for the purpose of data transmission. Where a dedicated line is required, SkyBest will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with AT&T. SkyBest will also be responsible for any charges associated with this line. Equipment required on the AT&T end to attach the line to the mainframe computer and to transmit messages successfully on an ongoing basis will be negotiated on an individual case basis. Any costs incurred for such equipment will be SkyBest's responsibility. Where a dial-up facility is required, dial circuits will be installed in the AT&T data center by AT&T and the associated charges assessed to SkyBest. Additionally, all message toll charges associated with the use of the dial circuit by SkyBest will be the responsibility of SkyBest. Associated equipment on the AT&T end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on SkyBest's end for the purpose of data transmission will be the responsibility of SkyBest.

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

6.3 ODUF Packing Specifications

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

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

6.4 ODUF Pack Rejection

6.4.1 SkyBest will notify AT&T within one (1) business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (e.g., out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI error codes will be used. SkyBest will not be required to return the actual rejected data to AT&T. Rejected packs will be corrected and retransmitted to SkyBest by AT&T.

6.5 ODUF Control Data

6.5.1 SkyBest will send one confirmation record per pack that is received from AT&T. This confirmation record will indicate SkyBest's receipt of the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected

by SkyBest for reasons stated in the above section.

6.6 ODUF Testing

- 6.6.1 Upon request from SkyBest, AT&T shall send ODUF test files to SkyBest. The Parties agree to review and discuss the ODUF file content and/or format. For testing of usage results, AT&T shall request that SkyBest set up a production (live) file. The live test may consist of SkyBest's employees making test calls for the types of services SkyBest requests on ODUF. These test calls are logged by SkyBest, and the logs are provided to AT&T. These logs will be used to verify the files. Testing will be completed within thirty (30) days from the date on which the initial test file was sent.

Enhanced Optional Daily Usage File

1. Upon written request from SkyBest, AT&T will provide the EODUF service to SkyBest pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.
2. SkyBest shall furnish all relevant information required by AT&T for the provision of the EODUF.
3. The EODUF will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.
4. Charges for EODUF will appear on SkyBest's monthly bills for the previous month's usage in arrears. The charges are as set forth in Exhibit D.
5. All messages will be in the standard ATIS EMI record format.
6. Messages that error in the billing system of SkyBest will be the responsibility of SkyBest. If, however, SkyBest should encounter significant volumes of errored messages that prevent processing by SkyBest within its systems, AT&T will work with SkyBest to determine the source of the errors and the appropriate resolution.
7. **EODUF Specifications**
 - 7.1 EODUF Usage To Be Transmitted
 - 7.1.1 The following messages recorded by AT&T will be transmitted to SkyBest:
 - 7.1.1.1 Customer usage data for flat rated local calls originating from SkyBest's customer lines (1FB or 1FR). The EODUF record for flat rate messages will include:
 - 7.1.1.1.1 Date of Call
 - 7.1.1.1.2 From Number
 - 7.1.1.1.3 To Number
 - 7.1.1.1.4 Connect Time
 - 7.1.1.1.5 Conversation Time
 - 7.1.1.1.6 Method of Recording
 - 7.1.1.1.7 From RAO
 - 7.1.1.1.8 Rate Class
 - 7.1.1.1.9 Message Type
 - 7.1.1.1.10 Billing Indicators
 - 7.1.1.1.11 Bill to Number
 - 7.1.2 AT&T will perform duplicate record checks on EODUF records processed to ODUF. Any duplicate messages detected will be deleted and not sent to SkyBest.
 - 7.1.3 In the event that SkyBest detects a duplicate on EODUF they receive from AT&T, SkyBest will drop the duplicate message and will not return the duplicate to AT&T.

7.2 EODUF Physical File Characteristics

7.2.1 EODUF feed will be distributed to SkyBest via FTP. The EODUF messages will be intermingled among SkyBest's ODUF messages. The EODUF will be a variable block format. The data on the EODUF will be in a non-compacted EMI format (one hundred seventy-five (175) byte format plus modules). It will be created on a daily basis Monday through Friday except holiday. If AT&T determines the Secure FTP mailbox is nearing capacity levels, AT&T may move the customer to CONNECT:Direct file delivery.

7.2.2 Data circuits (private line or dial-up) may be required between AT&T and SkyBest for the purpose of data transmission. Where a dedicated line is required, SkyBest will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with AT&T. SkyBest will also be responsible for any charges associated with this line. Equipment required on the AT&T end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on an individual case basis. Where a dial-up facility is required, dial circuits will be installed in the AT&T data center by AT&T and the associated charges assessed to SkyBest. Additionally, all message toll charges associated with the use of the dial circuit by SkyBest will be the responsibility of SkyBest. Associated equipment on the AT&T end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on SkyBest's end for the purpose of data transmission will be the responsibility of SkyBest.

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

7.3 EODUF Packing Specifications

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

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

RESALE DISCOUNTS & RATES - Alabama													Att: 1 Exh: D						
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
										Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
											First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
RESALE APPLICABLE DISCOUNTS																			
		Residence %								16.30									
		Business %								16.30									
		CSAs %								16.30									
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																			
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the AT&T "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.																			
		OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only						SOMEc		3.50	0.00	3.50	0.00						
		OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only						SOMAN		19.99	0.00	19.99	0.00						
ODUF/EODUF SERVICES																			
OPTIONAL DAILY USAGE FILE (ODUF)																			
		ODUF: Recording, per message							0.000011										
		ODUF: Message Processing, per message							0.004101										
		ODUF: Message Processing, per Magnetic Tape provisioned							42.67										
		ODUF: Data Transmission (CONNECT:DIRECT), per message							0.000094										
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																			
		EODUF: Message Processing, per message							0.22										
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																			
		Selective Routing Per Unique Line Class Code Per Request Per Switch								84.70	84.70	14.11	14.11						
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																			
		Recording of DA Custom Branded Announcement								3,000.00	3,000.00								
		Loading of DA Custom Branded Announcement per Switch per OCN								1,170.00	1,170.00								
DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE																			
		Loading of DA per OCN (1 OCN per Order)								420.00	420.00								
		Loading of DA per Switch per OCN								16.00	16.00								
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																			
		Recording of Custom Branded OA Announcement								7,000.00	7,000.00								
		Loading of Custom Branded OA Announcement per shelf/NAV per OCN								500.00	500.00								
		Loading of OA Custom Branded Announcement per Switch per OCN								1,170.00	1,170.00								
OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE																			
		Loading of OA per OCN (Regional)								1,200.00	1,200.00								

RESALE DISCOUNTS & RATES - Florida												Att: 1 Exh: D				
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
RESALE APPLICABLE DISCOUNTS																
		Residence %					21.83									
		Business %					16.81									
		CSAs %					16.81									
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																
	NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the AT&T "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.															
		OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMEc	3.50	0.00	3.50	0.00						
		OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN	19.99	0.00	19.99	0.00						
ODUF/EODUF SERVICES																
	OPTIONAL DAILY USAGE FILE (ODUF)															
		ODUF: Recording, per message					0.0000071									
		ODUF: Message Processing, per message					0.002146									
		ODUF: Message Processing, per Magnetic Tape provisioned					35.91									
		ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010375									
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)															
		EODUF: Message Processing, per message					0.080698									
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																
		Selective Routing Per Unique Line Class Code Per Request Per Switch						93.55	93.55	12.71	12.71					
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																
		Recording of DA Custom Branded Announcement						3,000.00	3,000.00							
		Loading of DA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00							
DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE																
		Loading of DA per OCN (1 OCN per Order)						420.00	420.00							
		Loading of DA per Switch per OCN						16.00	16.00							
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																
		Recording of Custom Branded OA Announcement						7,000.00	7,000.00							
		Loading of Custom Branded OA Announcement per shelf/NAV per OCN						500.00	500.00							
		Loading of OA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00							
OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE																
		Loading of OA per OCN (Regional)						1,200.00	1,200.00							

RESALE DISCOUNTS & RATES - Georgia												Att: 1 Exh: D								
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
										Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
											First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
RESALE APPLICABLE DISCOUNTS																				
		Residence %								20.30										
		Business %								17.30										
		CSAs %								17.30										
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																				
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the AT&T "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.																				
		OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only						SOMEc		3.50	0.00	3.50	0.00							
		OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only						SOMAN		19.99	0.00	19.99	0.00							
ODUF/EODUF SERVICES																				
OPTIONAL DAILY USAGE FILE (ODUF)																				
		ODUF: Recording, per message							0.000007											
		ODUF: Message Processing, per message							0.002165											
		ODUF: Message Processing, per Magnetic Tape provisioned							36.02											
		ODUF: Data Transmission (CONNECT:DIRECT), per message							0.00010888											
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																				
		EODUF: Message Processing, per message							0.229077											
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																				
		Selective Routing Per Unique Line Class Code Per Request Per Switch								102.19	61.15	12.68	6.34							
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																				
		Recording of DA Custom Branded Announcement								3,000.00	3,000.00									
		Loading of DA Custom Branded Announcement per Switch per OCN								1,170.00	1,170.00									
DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE																				
		Loading of DA per OCN (1 OCN per Order)								420.00	420.00									
		Loading of DA per Switch per OCN								16.00	16.00									
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																				
		Recording of Custom Branded OA Announcement								7,000.00	7,000.00									
		Loading of Custom Branded OA Announcement per shelf/NAV per OCN								500.00	500.00									
		Loading of OA Custom Branded Announcement per Switch per OCN								1,170.00	1,170.00									
OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE																				
		Loading of OA per OCN (Regional)								1,200.00	1,200.00									

RESALE DISCOUNTS & RATES - Kentucky												Att: 1 Exh: D				
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
RESALE APPLICABLE DISCOUNTS																
		Residence %					16.79									
		Business %					15.54									
		CSAs %					15.54									
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																
	NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the AT&T "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.															
		OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMEc	3.50	0.00	3.50	0.00						
		OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN	19.99	0.00	19.99	0.00						
ODUF/EODUF SERVICES																
	OPTIONAL DAILY USAGE FILE (ODUF)															
		ODUF: Recording, per message					0.0000136									
		ODUF: Message Processing, per message					0.002506									
		ODUF: Message Processing, per Magnetic Tape provisioned					35.90									
		ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010372									
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)															
		EODUF: Message Processing, per message					0.235889									
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																
		Selective Routing Per Unique Line Class Code Per Request Per Switch						93.53	93.53	15.58	15.58					
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																
		Recording of DA Custom Branded Announcement						3,000.00	3,000.00							
		Loading of DA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00							
DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE																
		Loading of DA per OCN (1 OCN per Order)						420.00	420.00							
		Loading of DA per Switch per OCN						16.00	16.00							
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																
		Recording of Custom Branded OA Announcement						7,000.00	7,000.00							
		Loading of Custom Branded OA Announcement per shelf/NAV per OCN						500.00	500.00							
		Loading of OA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00							
OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE																
		Loading of OA per OCN (Regional)						1,200.00	1,200.00							

RESALE DISCOUNTS & RATES - Louisiana												Att: 1 Exh: D				
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
RESALE APPLICABLE DISCOUNTS																
		Residence %					20.72									
		Business %					20.72									
		CSAs %					9.05									
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																
	NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the AT&T "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.															
		OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMEc		3.50	0.00	3.50	0.00					
		OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN		19.99	0.00	19.99	0.00					
ODUF/EODUF SERVICES																
OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF: Recording, per message					0.0000117									
		ODUF: Message Processing, per message					0.004641									
		ODUF: Message Processing, per Magnetic Tape provisioned					48.45									
		ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010568									
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																
		EODUF: Message Processing, per message					0.250015									
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																
		Selective Routing Per Unique Line Class Code Per Request Per Switch						82.25	82.25							
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																
		Recording of DA Custom Branded Announcement						3,000.00	3,000.00							
		Loading of DA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00							
DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE																
		Loading of DA per OCN (1 OCN per Order)						420.00	420.00							
		Loading of DA per Switch per OCN						16.00	16.00							
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																
		Recording of Custom Branded OA Announcement						7,000.00	7,000.00							
		Loading of Custom Branded OA Announcement per shelf/NAV per OCN						500.00	500.00							
		Loading of OA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00							
OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE																
		Loading of OA per OCN (Regional)						1,200.00	1,200.00							

RESALE DISCOUNTS & RATES - Mississippi												Att: 1 Exh: D						
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
									First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
RESALE APPLICABLE DISCOUNTS																		
		Residence %						15.75										
		Business %						15.75										
		CSAs %						15.75										
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																		
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the AT&T "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.																		
		OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only					SOMEc		3.50	0.00	3.50	0.00						
		OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only					SOMAN		19.99	0.00	19.99	0.00						
ODUF/EODUF SERVICES																		
OPTIONAL DAILY USAGE FILE (ODUF)																		
		ODUF: Recording, per message						0.0000063										
		ODUF: Message Processing, per message						0.004707										
		ODUF: Message Processing, per Magnetic Tape provisioned						49.04										
		ODUF: Data Transmission (CONNECT:DIRECT), per message						0.00010669										
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																		
		EODUF: Message Processing, per message						0.250424										
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																		
		Selective Routing Per Unique Line Class Code Per Request Per Switch							85.19	85.19	14.19	14.19						
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																		
		Recording of DA Custom Branded Announcement							3,000.00	3,000.00								
		Loading of DA Custom Branded Announcement per Switch per OCN							1,170.00	1,170.00								
DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE																		
		Loading of DA per OCN (1 OCN per Order)							420.00	420.00								
		Loading of DA per Switch per OCN							16.00	16.00								
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																		
		Recording of Custom Branded OA Announcement							7,000.00	7,000.00								
		Loading of Custom Branded OA Announcement per shelf/NAV per OCN							500.00	500.00								
		Loading of OA Custom Branded Announcement per Switch per OCN							1,170.00	1,170.00								
OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE																		
		Loading of OA per OCN (Regional)							1,200.00	1,200.00								

RESALE DISCOUNTS & RATES - North Carolina													Att: 1 Exh: D						
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
										Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
											First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
RESALE APPLICABLE DISCOUNTS																			
		Residence %								21.50									
		Business %								17.60									
		CSAs %								17.60									
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																			
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the AT&T "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.																			
		OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only						SOMEc		3.50	0.00	3.50	0.00						
		OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only						SOMAN		19.99	0.00	19.99	0.00						
ODUF/EODUF SERVICES																			
OPTIONAL DAILY USAGE FILE (ODUF)																			
		ODUF: Recording, per message							0.0000174										
		ODUF: Message Processing, per message							0.001647										
		ODUF: Message Processing, per Magnetic Tape provisioned							35.91										
		ODUF: Data Transmission (CONNECT:DIRECT), per message							0.00011029										
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																			
		EODUF: Message Processing, per message							0.131005										
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																			
		Selective Routing Per Unique Line Class Code Per Request Per Switch								188.59									
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																			
		Recording of DA Custom Branded Announcement								3,000.00	3,000.00								
		Loading of DA Custom Branded Announcement per Switch per OCN								1,170.00	1,170.00								
DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE																			
		Loading of DA per OCN (1 OCN per Order)								420.00	420.00								
		Loading of DA per Switch per OCN								16.00	16.00								
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																			
		Recording of Custom Branded OA Announcement								7,000.00	7,000.00								
		Loading of Custom Branded OA Announcement per shelf/NAV per OCN								500.00	500.00								
		Loading of OA Custom Branded Announcement per Switch per OCN								1,170.00	1,170.00								
OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE																			
		Loading of OA per OCN (Regional)								1,200.00	1,200.00								

RESALE DISCOUNTS & RATES - South Carolina												Att: 1 Exh: D								
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
										Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
											First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
RESALE APPLICABLE DISCOUNTS																				
		Residence %								14.80										
		Business %								14.80										
		CSAs %								8.98										
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																				
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the AT&T "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.																				
		OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only							SOMEc		3.50	0.00	3.50	0.00						
		OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only							SOMAN		19.99	0.00	19.99	0.00						
ODUF/EODUF SERVICES																				
OPTIONAL DAILY USAGE FILE (ODUF)																				
		ODUF: Recording, per message								0.0000216										
		ODUF: Message Processing, per message								0.004704										
		ODUF: Message Processing, per Magnetic Tape provisioned								48.87										
		ODUF: Data Transmission (CONNECT:DIRECT), per message								0.00010863										
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																				
		EODUF: Message Processing, per message								0.258301										
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																				
		Selective Routing Per Unique Line Class Code Per Request Per Switch									84.89	84.89	14.14	14.14						
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																				
		Recording of DA Custom Branded Announcement									3,000.00	3,000.00								
		Loading of DA Custom Branded Announcement per Switch per OCN									1,170.00	1,170.00								
DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE																				
		Loading of DA per OCN (1 OCN per Order)									420.00	420.00								
		Loading of DA per Switch per OCN									16.00	16.00								
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																				
		Recording of Custom Branded OA Announcement									7,000.00	7,000.00								
		Loading of Custom Branded OA Announcement per shelf/NAV per OCN									500.00	500.00								
		Loading of OA Custom Branded Announcement per Switch per OCN									1,170.00	1,170.00								
OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE																				
		Loading of OA per OCN (Regional)									1,200.00	1,200.00								

RESALE DISCOUNTS & RATES - Tennessee												Att: 1 Exh: D				
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	OSS Rates(\$)				
												SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
RESALE APPLICABLE DISCOUNTS																
		Residence %					16.00									
		Business %					16.00									
		CSAs %					16.00									
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the AT&T "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.																
		OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMEc	3.50	0.00	3.50	0.00						
		OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN	19.99	0.00	19.99	0.00						
ODUF/EODUF SERVICES																
OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF: Recording, per message					0.0000044									
		ODUF: Message Processing, per message					0.002446									
		ODUF: Message Processing, per Magnetic Tape provisioned					35.54									
		ODUF: Data Transmission (CONNECT:DIRECT), per message					0.0000339									
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																
		EODUF: Message Processing, per message					0.229779									
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																
		Selective Routing Per Unique Line Class Code Per Request Per Switch					179.60	179.60								
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																
		Recording of DA Custom Branded Announcement					3,000.00									
		Loading of DA Custom Branded Announcement per Switch per OCN					1,170.00									
DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE																
		Loading of DA per OCN (1 OCN per Order)					420.00	420.00								
		Loading of DA per Switch per OCN					16.00	16.00								
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																
		Recording of Custom Branded OA Announcement					7,000.00	7,000.00								
		Loading of Custom Branded OA Announcement per shelf/NAV per OCN					500.00	500.00								
		Loading of OA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00								
OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE																
		Loading of OA per OCN (Regional)					1,200.00	1,200.00								

Attachment 2

Network Elements and Other Services

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	Rates	Exhibit B

ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

1 Introduction

- 1.1 This Attachment sets forth rates, terms and conditions for unbundled network elements (Network Elements) and combinations of Network Elements (Combinations) that AT&T offers to SkyBest for SkyBest's provision of Telecommunications Services in accordance with its obligations under Section 251(c)(3) of the Act. Additionally, this Attachment sets forth the rates, terms and conditions for other facilities and services AT&T makes available to SkyBest (Other Services). Additionally, the provision of a particular Network Element or Other Service may require SkyBest to purchase other Network Elements or services. In the event of a conflict between this Attachment and any other section or provision of this Agreement, the provisions of this Attachment shall control.
- 1.2 The rates for Network Elements, Combinations and Other Services are set forth in Exhibits A and B. If no rate is identified in this Agreement, the rate will be as set forth in the applicable AT&T tariff or as negotiated by the Parties upon request by either Party. If SkyBest purchases service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply. A one-month minimum billing period shall apply to all Network Elements, Combinations and Other Services.
- 1.3 In some cases, Commissions have ordered AT&T to separate its disconnect costs and its installation costs into two separate nonrecurring charges. Accordingly, unless otherwise noted in this Agreement, the Commission ordered disconnect charges will be applied at the time the disconnect activity is performed by AT&T, regardless of whether or not a disconnect order is issued by SkyBest. Disconnect charges are set forth in the rate exhibit of this Attachment. SkyBest may purchase and use Network Elements and Other Services from AT&T in accordance with 47 C.F.R § 51.309.
- 1.4 The Parties shall comply with the requirements as set forth in the technical references within this Attachment 2.
- 1.5 SkyBest shall not obtain a Network Element for the exclusive provision of mobile wireless services or interexchange services.
- 1.6 Conversion of Wholesale Services to Network Elements or Network Elements to Wholesale Services. Upon request, AT&T shall convert a wholesale service, or group of wholesale services, to the equivalent Network Element or Combination that is available to SkyBest pursuant to Section 251 of the Act and under this Agreement or convert a Network Element or Combination that is available to SkyBest pursuant to Section 251 of the Act and under this Agreement to an equivalent wholesale service or group of wholesale services offered by AT&T (collectively "Conversion"). AT&T shall charge the applicable nonrecurring switch-as-is rates for Conversions to specific Network Elements or Combinations found in Exhibit A. AT&T shall also charge the same nonrecurring switch-as-is rates when converting from Network Elements or Combinations. Any rate change resulting from the Conversion will be effective as of the next billing cycle following AT&T's receipt of a complete and accurate Conversion request from SkyBest. A Conversion shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status between SkyBest and AT&T. Any change from a wholesale service/group of wholesale

services to a Network Element/Combination, or from a Network Element/Combination to a wholesale service/group of wholesale services, that requires a physical rearrangement will not be considered to be a Conversion for purposes of this Agreement. AT&T will not require physical rearrangements if the Conversion can be completed through record changes only. Orders for Conversions will be handled in accordance with the guidelines set forth in the Ordering Guidelines and Processes and CLEC Information Packages as referenced in Sections 1.13.1 and 1.13.2 below.

- 1.7 Except to the extent expressly provided otherwise in this Attachment, in all states, SkyBest may not maintain unbundled network elements or combinations of unbundled network elements that are no longer offered pursuant to this Agreement (collectively "Arrangements"). In the event AT&T determines that SkyBest has in place any Arrangements after the Effective Date of this Agreement, AT&T will identify such Arrangements and provide SkyBest with thirty (30) days written notice to disconnect or convert such Arrangements. For orders submitted by SkyBest within such thirty (30) day period, AT&T will charge the applicable switch-as-is charge set forth in Exhibit A. If SkyBest fails to submit orders to disconnect or convert such Arrangements within such thirty (30) day period, AT&T will transition such circuits to the equivalent tariffed AT&T service(s), and shall charge SkyBest all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed AT&T service as set forth in AT&T's tariffs. For all transitions pursuant to this Section 1.7 that require a physical rearrangement, AT&T shall charge any applicable nonrecurring installation charges. To the extent no tariff equivalent service exists, AT&T shall disconnect such facility or Arrangement. The applicable recurring tariff charge shall apply to each circuit as of the Effective Date of this Agreement.
- 1.7.1 In addition to the foregoing, for the state of Florida, the applicable recurring tariff charges shall apply to each circuit beginning the day following the thirty (30) day notice period.
- 1.7.2 Notwithstanding the foregoing, for the state of Georgia, those circuits for which SkyBest failed to submit a disconnect or conversion order within such thirty (30) day period and are subsequently transitioned by AT&T pursuant to this Section 1.7.2 shall be subject to the applicable switch as is charges set forth in Exhibit A. AT&T shall transition to the equivalent tariff service. To the extent no tariff equivalent service exists, AT&T shall disconnect such facility or Arrangement. The applicable recurring resale or tariffed charge shall apply to each circuit as of March 11, 2006.
- 1.7.3 Notwithstanding the foregoing, for the state of North Carolina, those circuits for which SkyBest failed to submit a disconnect or conversion order within such thirty (30) day period and are subsequently transitioned by AT&T pursuant to this Section 1.7.3 shall be subject to applicable switch-as-is charges.
- 1.7.4 Notwithstanding the foregoing, for the state of Alabama, the written notice provided by AT&T, as described in Section 1.7, must identify by circuit identification number the specific Arrangements to be converted or disconnected. If SkyBest fails to dispute AT&T's identified Arrangements or fails to submit orders to disconnect or convert such Arrangements within the established thirty (30) day period, AT&T will transition such circuits to the equivalent tariffed AT&T service(s) subject to the Commission-established switch-as-is rate. The full nonrecurring charges for installation of the

equivalent tariffed AT&T service as set forth in AT&T's tariffs will not apply to such conversions. However, the applicable recurring tariff charges shall apply to each circuit upon conversion.

- 1.7.5 Notwithstanding the foregoing, for the state of Louisiana, AT&T will provide SkyBest with written notice identifying the specific Arrangements which must be converted or disconnected. SkyBest shall have thirty (30) days from the date of the notice to submit orders to disconnect or convert the Arrangements. Those circuits to be converted to other AT&T services shall be subject to nonrecurring charges associated with that conversion. If SkyBest disputes AT&T's identification of Arrangements to be disconnected or converted, SkyBest shall send written notice of its dispute within thirty (30) days of AT&T's notice. AT&T shall not disconnect the disputed Arrangements while the dispute is being resolved. If the Parties are unable to reach a voluntary resolution of the dispute, they may petition the Commission for assistance. If SkyBest does not dispute AT&T's identification of Arrangements and fails to submit orders to disconnect or convert such Arrangements within the established thirty (30) day period, AT&T will transition such circuits to the equivalent tariffed AT&T services subject to the full nonrecurring charges for installation of the equivalent tariffed AT&T services as set forth in AT&T's tariffs. The applicable recurring tariff charges shall apply to each circuit upon conversion.
- 1.8 AT&T's Master List of Unimpaired Wire Centers as Approved by State Commissions in its Region (Master List of Unimpaired Wire Centers), located on the AT&T Wholesale - Southeast Region Web site designates those wire centers that, in accordance with Commission orders, met the FCC's established criteria for non-impairment, as of March 11, 2005, where certain high capacity (DS1 and above) Loops and high capacity Dedicated Transport are no longer available as Network Elements. AT&T's List of Unimpaired Wire Centers in Kentucky and Tennessee (AT&T's List of Unimpaired Wire Centers), also located on the AT&T Interconnection Web site, are those wire centers that AT&T proposed met the FCC's established criteria for non-impairment as of March 11, 2005 but have not yet been approved by these respective Commissions. AT&T's List of Unimpaired Wire Centers shall be subject to modification and/or approval without amendment to this Agreement upon rulings from the Kentucky Public Service Commission (KPSC) and the Tennessee Regulatory Authority (TRA) in Case No. 2004-00427 and Docket No. 04-00381, respectively. Once the KPSC and TRA approve the unimpaired wire centers in their respective states, such approved wire centers shall be added to the Master List of Unimpaired Wire Centers. The Master List of Unimpaired Wire Centers and AT&T's List of Unimpaired Wire Centers shall be subject to the addition of wire centers without amendment to this Agreement upon subsequent order(s) from Commission(s). Each such list of additional wire centers shall be considered a "Subsequent Wire Center List" and future orders in these wire centers shall be subject to the rates, terms and conditions in Sections 2.1.4.7, 5.2.2.6 and 5.8.1.5 and Exhibit B of this Attachment 2. Notification of such modification, addition or deletion of wire centers shall be made via AT&T's Accessible Letter on the AT&T CLEC Online Web site.
- 1.9 Upon the Effective Date of this Agreement, SkyBest may not place any new orders for high capacity Dedicated Transport or high capacity Loops, as applicable, in those wire centers listed on the Master List of Unimpaired Wire Centers and AT&T's List of Unimpaired Wire Centers. To the extent SkyBest placed orders after March 10, 2005 for high capacity Loops or high capacity Dedicated Transport in wire centers designated on the Master List of Unimpaired Wire Centers, or AT&T's List of Unimpaired Wire Centers, within thirty (30) days after the Effective Date of this

Agreement, SkyBest shall submit an LSR(s) or spreadsheet(s), as applicable, identifying those non-compliant circuits to be disconnected or converted to the equivalent AT&T tariffed service. AT&T shall bill SkyBest the difference between the UNE recurring rates for such circuits pursuant to this Agreement and the applicable recurring charges for the equivalent AT&T tariffed service from the date UNE circuit was installed in the unimpaired wire center to the date the circuit is disconnected or transitioned to the equivalent AT&T tariffed service. If SkyBest fails to submit an LSR or spreadsheet identifying such de-listed circuits within thirty (30) days as set forth above, AT&T will identify such circuits and convert them to the equivalent AT&T tariffed service, and charge SkyBest applicable disconnect charges for the UNE circuit and the difference between the UNE recurring rate billed for such circuit and the full non-recurring and recurring charges for the tariffed service from the date the UNE circuit was installed in the unimpaired wire center to the date the circuit is transitioned to the equivalent AT&T tariffed service. To the extent there is no equivalent AT&T tariffed service for the de-listed UNE circuit, AT&T will disconnect the circuit and bill SkyBest full disconnect charges.

1.9.1 Prior to submitting an order pursuant to this Agreement for high capacity Dedicated Transport or high capacity Loops, SkyBest shall undertake a reasonably diligent inquiry to determine whether SkyBest is entitled to unbundled access to such Network Elements in accordance with the terms of this Agreement. By submitting any such order, SkyBest self-certifies that to the best of SkyBest's knowledge, the high capacity Dedicated Transport or high capacity Loop requested is available as a Network Element pursuant to this Agreement. Upon receiving such order, except in wire centers set forth on the Master List of Unimpaired Wire Centers, or AT&T's List of Unimpaired Wire Centers, AT&T shall process the request in reliance upon SkyBest's self-certification. To the extent AT&T believes that such request does not comply with the terms of this Agreement, AT&T shall seek dispute resolution in accordance with the General Terms and Conditions of this Agreement. In the event such dispute is resolved in AT&T's favor, AT&T shall bill SkyBest the difference between the rates for such circuits pursuant to this Agreement and the applicable nonrecurring and recurring charges for the equivalent tariffed service from the date of installation to the date the circuit is transitioned to the equivalent tariffed service. Within thirty (30) days following a decision finding in AT&T's favor, SkyBest shall submit an LSR(s) or spreadsheet(s) identifying those non-compliant circuits to be transitioned to tariffed services or disconnected.

1.9.2 In the event that (1) AT&T designated a wire center as unimpaired as set forth on the Master List of Unimpaired Wire Centers on the AT&T Wholesale – Southeast Region Web site, or AT&T's List of Unimpaired Wire Centers, (2) as a result of such designation, SkyBest converted high capacity Dedicated Transport or high capacity Loops to other services or ordered new services as services other than high capacity Dedicated Transport or high capacity Loop Network Elements subsequent to March 10, 2005, (3) SkyBest otherwise would have been entitled to high capacity Dedicated Transport or high capacity Loops in such wire center at the time such alternative services were provisioned, and (4) AT&T acknowledges, or a state or federal regulatory body with authority determines, that, at the time AT&T designated such wire center as unimpaired, such wire center did not meet the FCC's unimpairment criteria, then upon request of SkyBest consistent with the applicable ordering processes as reflected in the Guides located on AT&T's Wholesale – Southeast Region Web site no later than sixty (60) days after AT&T acknowledges or the state or federal regulatory body issues an order making such a finding, AT&T shall transition to high capacity Dedicated Transport or high capacity Loops, as appropriate, any alternative services in such wire

center that were established after such wire center was designated as unimpaired. In such instances, AT&T shall refund to SkyBest the difference between the rate paid by SkyBest for such services and the applicable rates set forth herein for high capacity Dedicated Transport or high capacity Loops, including but not limited to any charges associated with the Conversion (as defined in Section 1.6 above) from high capacity Dedicated Transport or high capacity Loops to other wholesale services, if applicable, for the period from the later of March 11, 2005, or the date the circuit became a wholesale service to the date the circuit is transitioned to high capacity Dedicated Transport or high capacity Loop as described in this Section.

- 1.10 SkyBest may utilize Network Elements and Other Services to provide services in accordance with this Agreement, as long as such services are consistent with industry standards and applicable AT&T Technical References.
- 1.11 AT&T will perform Routine Network Modifications (RNM) in accordance with FCC 47 C.F.R. § 51.319 (a)(7) and (e)(4) for Loops and Dedicated Transport provided under this Attachment. If AT&T has anticipated such RNM and performs them during normal operations and has recovered the costs for performing such modifications through the rates set forth in Exhibit A, then AT&T shall perform such RNM at no additional charge. RNM shall be performed within the intervals established for the Network Element and subject to the service quality measurements and associated remedies set forth in Attachment 9 to the extent such RNM were anticipated in the setting of such intervals. If AT&T has not anticipated a requested network modification as being a RNM and has not recovered the costs of such RNM in the rates set forth in Exhibit A, then such request will be handled as a project on an individual case basis. AT&T will provide a price quote for the request and, upon receipt of payment from SkyBest, AT&T shall perform the RNM.
- 1.11.1 Notwithstanding the foregoing, for the states of Alabama and Georgia, AT&T shall perform RNM at no additional charge, provided however, for any RNM performed by AT&T for which costs are not recovered through existing rates, AT&T can seek resolution from the Commission.
- 1.11 Commingling of Services
- 1.11.1 Commingling means the connecting, attaching, or otherwise linking of a Network Element, or a Combination, to one or more Telecommunications Services or facilities that SkyBest has obtained at wholesale from AT&T, or the combining of a Network Element or Combination with one or more such wholesale Telecommunications Services or facilities. SkyBest must comply with all rates, terms or conditions applicable to such wholesale Telecommunications Services or facilities.
- 1.11.2 Subject to the limitations set forth elsewhere in this Attachment, AT&T shall not deny access to a Network Element or a Combination on the grounds that one or more of the elements: (1) is connected to, attached to, linked to, or combined with such a facility or service obtained from AT&T; or (2) shares part of AT&T's network with access services or inputs for mobile wireless services and/or interexchange services.
- 1.11.3 Notwithstanding any other provision of this Agreement, AT&T shall not be obligated to commingle or combine, pursuant to this Agreement, Network Elements or Combinations with any service, network element or other offering that it is obligated to make available pursuant only to Section 271 of the Act.

- 1.11.4 Unless otherwise agreed to by the Parties, the Network Element portion of a commingled circuit will be billed at the rates set forth in this Agreement and the remainder of the circuit or service will be billed in accordance with AT&T's tariffed rates, rates set forth in a separate agreement between the Parties.
- 1.11.5 When multiplexing equipment is attached to a commingled circuit, the multiplexing equipment will be billed from the same agreement or tariff as the higher bandwidth circuit. Central Office Channel Interfaces (COCI) will be billed from the same agreement or tariff as the lower bandwidth circuit.
- 1.11.6 The Commingling process and requirements will be handled in accordance with the guidelines set forth in the Ordering Guidelines and Processes and CLEC Information Packages as referenced in Sections 1.13.1 and 1.13.2 below.
- 1.12 Terms and conditions for order cancellation charges and Service Date Advancement Charges will apply in accordance with Attachment 6 and are incorporated herein by this reference. The charges shall be as set forth in Exhibit A.
- 1.13 Ordering Guidelines and Processes
- 1.13.1 For information regarding Ordering Guidelines and Processes for various Network Elements, Combinations and Other Services, SkyBest should refer to the "Guides" section of the AT&T Wholesale – Southeast Region Web site.
- 1.13.2 Additional information may also be found in the individual CLEC Information Packages, located at the "CLEC UNE Products" on AT&T's Wholesale – Southeast Region Web site.
- 1.13.3 The provisioning of Network Elements, Combinations and Other Services to SkyBest's Collocation Space will require cross-connections within the central office to connect the Network Element, Combinations or Other Services to the demarcation point associated with SkyBest's Collocation Space. These cross-connects are separate components that are not considered a part of the Network Element, Combinations or Other Services and, thus, have a separate charge pursuant to Attachment 4.
- 1.13.4 Testing/Trouble Reporting
- 1.13.4.1 SkyBest will be responsible for testing and isolating troubles on Network Elements. SkyBest must test and isolate trouble to the AT&T network before reporting the trouble to the Network Elements Customer Wholesale Interconnection Network Services (CWINS) Center. Upon request from AT&T at the time of the trouble report, SkyBest will be required to provide the results of the SkyBest test which indicate a problem on the AT&T network.
- 1.13.4.2 Once SkyBest has isolated a trouble to the AT&T network, and has issued a trouble report to AT&T, AT&T will take the actions necessary to repair the Network Element when trouble is found. AT&T will repair its network facilities to its wholesale customers in the same time frames that AT&T repairs similar services to its retail customers.

1.13.4.3 If SkyBest reports a trouble on an AT&T Network Element and no trouble is found in AT&T's network, AT&T will charge SkyBest a Maintenance of Service Charge for any dispatching and testing (both inside and outside the CO) required by AT&T in order to confirm the Network Element's working status. AT&T will assess the applicable Maintenance of Service rates from BellSouth's FCC No.1 Tariff, Section 13.3.1.

1.13.4.4 In the event AT&T must dispatch to the customer's location more than once due to incorrect or incomplete information provided by SkyBest (e.g., incomplete address, incorrect contact name/number, etc.), AT&T will bill SkyBest for each additional dispatch required to repair the Network Element due to the incorrect/incomplete information provided. AT&T will assess the applicable Maintenance of Service rates from BellSouth's FCC No.1 Tariff, Section 13.3.1.

2 Loops

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

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

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

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

2.1.2.2 In FTTH/FTTC overbuild situations where AT&T also has copper Loops, AT&T will make those copper Loops available to SkyBest on an unbundled basis, until such time as AT&T chooses to

retire those copper Loops using the FCC's network disclosure requirements. In these cases, AT&T will offer a sixty-four (64) kilobits per second (kbps) voice grade channel over its FTTH/FTTC facilities.

- 2.1.2.3 Notwithstanding the foregoing, in the states of Alabama and Louisiana, AT&T shall make available DS1 and DS3 Loops in any wire center where AT&T is required to provide such Loop facilities. In the states of North Carolina and South Carolina, AT&T shall make available DS1 Loops in any wire center where AT&T is required to provide such Loop facilities.
- 2.1.2.4 Furthermore, in FTTH/FTTC overbuild areas where AT&T has not yet retired copper facilities, AT&T is not obligated to ensure that such copper Loops in that area are capable of transmitting signals prior to receiving a request for access to such Loops by SkyBest. If a request is received by AT&T for a copper Loop, and the copper facilities have not yet been retired, AT&T will restore the copper Loop to serviceable condition if technically feasible. Except for the state of Georgia, in these instances of Loop orders in an FTTH/FTTC overbuild area, AT&T's standard Loop provisioning interval will not apply, and the order will be handled on a project basis by which the Parties will negotiate the applicable provisioning interval. For the state of Georgia, in these instances of Loop orders in an FTTH/FTTC overbuild area, AT&T's standard Loop provisioning interval will apply.
- 2.1.3 A hybrid Loop is a local Loop, composed of both fiber optic cable, usually in the feeder plant, and copper twisted wire or cable, usually in the distribution plant. AT&T shall provide SkyBest access to hybrid Loops pursuant to the requirements of 47 C.F.R. § 51.319(a)(2). AT&T is not required to provide access to the packet switched features, functions and capabilities of its hybrid Loops.
- 2.1.3.1 AT&T shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or procedure, that disrupts or degrades access to a local Loop or Subloop, including the time division multiplexing-based features, functions and capabilities of a hybrid Loop, for which a requesting telecommunications carrier may obtain or has obtained access pursuant to this Attachment.
- 2.1.4 DS1 and DS3 Loop Requirements
- 2.1.4.1 For purposes of this Section 2, a Business Line is defined in 47 C.F.R. § 51.5.
- 2.1.4.2 For purposes of this Section 2, a "Fiber-Based Collocator" is defined in 47 C.F.R. § 51.5.
- 2.1.4.3 Notwithstanding anything to the contrary in this Agreement, AT&T shall make available DS1 and DS3 Loops as described in this Agreement, except in any wire center meeting the criteria described below:
- 2.1.4.3.1 DS1 Loops at any location within the service area of a wire center containing sixty thousand (60,000) or more Business Lines and four (4) or more fiber-based collocators.
- 2.1.4.3.2 DS3 Loops at any location within the service area of a wire center containing thirty-eight thousand (38,000) or more Business Lines and four (4) or more fiber-based collocators.

- 2.1.4.4 The Master List of Unimpaired Wire Centers and AT&T's List of Unimpaired Wire Centers as described in Section 1.8 sets forth the list of wire centers meeting the criteria set forth in Sections 2.1.4.3.1 and 2.1.4.3.2 above as of March 11, 2005.
- 2.1.4.5 Once any wire center exceeds both of the thresholds set forth in Section 2.1.4.3.1 above, no future DS1 Loop unbundling will be required in that wire center.
- 2.1.4.6 Once any wire center exceeds both of the thresholds set forth in Section 2.1.4.3.2 above, no future DS3 Loop unbundling will be required in that wire center.
- 2.1.4.7 Modifications and Updates to the Wire Center Lists and Subsequent Transition Periods
- 2.1.4.7.1 In the event AT&T identifies additional wire centers that meet the criteria set forth in Section 2.1.4.3 above but that were not included in the Master List of Unimpaired Wire Centers and AT&T's List of Unimpaired Wire Centers, AT&T shall include such additional wire centers in an Accessible Letter. Each such list of additional wire centers shall be considered a "Subsequent Wire Center List". AT&T will follow any notification procedures set forth in applicable Commission orders.
- 2.1.4.7.2 SkyBest shall have thirty (30) business days to dispute the additional wire centers listed on AT&T's Accessible Letter. Absent such dispute, effective thirty (30) business days after the date of an AT&T Accessible Letter providing a Subsequent Wire Center List, AT&T shall not be required to unbundle DS1 and/or DS3 Loops, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 1.8 of this Attachment.
- 2.1.4.7.2.1 For purposes of Section 2.1.4.7 above, AT&T shall make available DS1 and DS3 Loops that were in service for SkyBest in a wire center on the Subsequent Wire Center List as of the thirtieth (30th) business day after the date of AT&T's Accessible Letter identifying the Subsequent Wire Center List (Subsequent Embedded Base) until one hundred eighty (180) days after the thirtieth (30th) business day from the date of AT&T's Accessible Letter identifying the Subsequent Wire Center List (Subsequent Transition Period).
- 2.1.4.7.2.2 The rates set forth in Exhibit B shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.
- 2.1.4.7.2.3 No later than one hundred eighty (180) days from AT&T's Accessible Letter identifying the Subsequent Wire Center List, SkyBest shall submit an LSR(s) or spreadsheet(s) as applicable, identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other AT&T services.
- 2.1.4.7.2.3.1 In the case of disconnection, the applicable disconnect charges set forth in this Agreement shall apply.
- 2.1.4.7.2.3.2 If SkyBest fails to submit the LSR(s) or spreadsheet(s) for all of its Subsequent Embedded Base by one hundred eighty (180) days after the date of AT&T's Accessible Letter identifying the Subsequent Wire Center List, AT&T will identify SkyBest's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed AT&T service(s). In the states of Florida, Mississippi and South Carolina, those circuits identified and transitioned by AT&T shall be

subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed AT&T service as set forth in AT&T's tariffs. In the states of Alabama, Georgia, and North Carolina, those circuits identified and transitioned by AT&T shall be subject to the applicable switch-as-is rates set forth in Exhibit A of Attachment 2. In the state of Louisiana, those circuits identified and transitioned by AT&T shall be subject to the full nonrecurring charges for installation of the equivalent tariffed AT&T service as set forth in AT&T's tariffs.

- 2.1.4.7.2.3.3 For Subsequent Embedded Base circuits converted pursuant to Section 2.1.4.7.2.3 above or transitioned pursuant to Section 2.1.4.7.2.3.2 above, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.
- 2.1.5 Where facilities are available, AT&T will install Loops in compliance with AT&T's Products and Services Interval Guide available at AT&T's Wholesale – Southeast Region Web site. For orders of fifteen (15) or more Loops, the installation and any applicable Order Coordination (OC) as described below will be handled on a project basis, and the intervals will be set by the AT&T project manager for that order. When Loops require a Service Inquiry (SI) prior to issuing the order to determine if facilities are available, the interval for the SI process is separate from the installation interval.
- 2.1.6 The Loop shall be provided to SkyBest in accordance with AT&T's TR73600 Unbundled Local Loop Technical Specification and applicable industry standard technical references.
- 2.1.7 AT&T will only provision, maintain and repair the Loops to the standards that are consistent with the type of Loop ordered.
- 2.1.7.1 When an AT&T technician is required to be dispatched to provision the Loop, AT&T 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, AT&T will tag the Loop on the next required visit to the customer's location. If SkyBest 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), SkyBest may order Loop Tagging. Rates for Loop Tagging are as set forth in Exhibit A.
- 2.1.7.2 For voice grade Loop orders (or orders for Loops intended to provide voice grade services), SkyBest shall have dial-tone available for that Loop forty-eight (48) hours prior to the Loop order completion due date. This applies to all conversions from one provider to another provider as well as Service Rearrangements as set forth in Section 2.1.12. Where SkyBest dial-tone is not available on the conversion date the Loop will not be cut over and the Loop order will be returned to SkyBest for rescheduling.
- 2.1.8 OC and Order Coordination-Time Specific (OC-TS)
- 2.1.8.1 OC allows AT&T and SkyBest to coordinate the installation of the SL2 Loops, Unbundled Digital Loops (UDL) and other Loops where OC may be purchased as an option, to SkyBest's facilities to limit customer service outage. OC is available when the Loop is provisioned over an existing circuit that is currently providing service to the customer. OC for physical conversions will be scheduled at

AT&T's discretion during normal working hours on the committed due date. OC shall be provided in accordance with the chart set forth below.

- 2.1.8.2 OC-TS allows SkyBest to order a specific time for OC to take place. AT&T will make commercially reasonable efforts to accommodate SkyBest's specific conversion time request. However, AT&T reserves the right to negotiate with SkyBest 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. SkyBest may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If SkyBest specifies a time outside this window, or selects a time or quantity of Loops that requires AT&T 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 AT&T's intrastate Access Services Tariff, Section E13.2, for each state. The OC-TS charges for an order due on the same day at the same location will be applied on a per LSR basis.

2.1.9

	Order Coordination (OC)	Order Coordination – Time Specific (OC-TS)	Test Points	DLR	Charge for Dispatch and Testing if No Trouble Found
SL-1 (Non-Designed)	Chargeable Option	Chargeable Option	Not available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
UCL-ND (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	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, SkyBest must order and will be billed for both OC and OC-TS if requesting OC-TS.					

2.1.10 CLEC to CLEC Conversions for Unbundled Loops

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

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

- 2.1.10.3 The Loops converted to SkyBest pursuant to the CLEC to CLEC conversion process shall be provisioned in the same manner and with the same functionality and options as described in this Agreement for the specific Loop type.
- 2.1.11 Bulk Migration
- 2.1.11.1 AT&T will make available to SkyBest a Bulk Migration process pursuant to which SkyBest may request to migrate port/loop combinations, provisioned pursuant to a separate agreement between the parties, to Loops (UNE-L). The Bulk Migration process may be used if such loop/port combinations are (1) associated with two (2) or more Existing Account Telephone Numbers (EATNs); and (2) located in the same Central Office. The terms and conditions for use of the Bulk Migration process are described in the AT&T CLEC Information Package. The CLEC Information Package is located on AT&T's Wholesale – Southeast Region Web site. The rates for the Bulk Migration process shall be the nonrecurring rates associated with the Loop type being requested on the Bulk Migration, as set forth in Exhibit A. Additionally, OSS charges will also apply. Loops connected to Integrated Digital Loop Carrier (IDLC) systems will be migrated pursuant to Section 2.6 below.
- 2.1.11.2 Should SkyBest request migration for two (2) or more EATNs containing fifteen (15) or more circuits, SkyBest must use the Bulk Migration process referenced in 2.1.11.1 above.
- 2.1.12 Unbundled Loop (DS1 and below) Service Rearrangements
- 2.1.12.1 The Unbundled Loop Service Rearrangement processes will allow changes to be made to a working Loop facility assignment within the same end-user serving wire center. Service Rearrangements will result in service outages to the customer during the time the Loop is being moved.
- 2.1.12.2 An Unbundled Loop Service Rearrangement connecting facility change (CFC) allows SkyBest to change its installed Loop from one working facility assignment to another facility assignment. CFC includes Connecting Facility Assignment (CFA) and Cable ID & Pair changes within same collocation arrangement or from collocation to collocation. CFA changes are allowed within the same multiplexer or from one multiplexer to another multiplexer. For a CFC, the Loop class of service, Loop type and the customer must remain the same.
- 2.1.12.3 An Unbundled Loop Service Rearrangement connecting facility move (CFM) allows SkyBest to move the Loop facility assignment from a collocation arrangement to a multiplexer or from a multiplexer to a collocation arrangement. CFMs require a change to the Loop basic class of service. The Loop type and the customer must remain the same.
- 2.1.12.4 For Unbundled Loop Service Rearrangements, AT&T shall charge the applicable "Service Rearrangement change in Loop facility" rate found in Exhibit A.
- 2.1.12.5 The Unbundled Loop Service Rearrangement process and requirements will be handled in accordance with the guidelines set forth in the Ordering Guidelines and CLEC Information Packages as referenced in Sections 1.13.1 and 1.13.2 above.

2.1.13 EEL to Loop Retermination

- 2.1.13.1 SkyBest may utilize the EEL to Loop Retermination process to disconnect an EEL circuit and reterminate the Loop portion of the former EEL circuit to a collocation arrangement in the end-user's Serving Wire Center (EU SWC).
- 2.1.13.2 This process is available when the existing Loop portion of the EEL will be re-used and the resulting Loop will be subject to the rates, terms and conditions for that particular Loop as set forth in this Attachment. This process will apply only to EELs that include as a part of its combination a DS1 Loop, UVL-SL2 Loop, 4-Wire UDL Loop (64, 56 kbs) and a 2-Wire ISDN Loop.
- 2.1.13.3 AT&T shall charge the applicable EEL to Loop Retermination rates found in Exhibit A. SkyBest shall also be charged applicable manual service order, collocation cross-connect and EEL (including the Transport and Loop portions of the EEL) disconnect charges as set forth in Exhibit A of this Attachment.
- 2.1.13.4 The EEL to Loop Retermination process is not available when a dispatch outside the serving wire center where the Loop terminates is required. If an outside dispatch is required, or if the Loop portion of the EEL is not one of the Loop types referenced in Section 2.1.13.2 above, or if SkyBest elects not to utilize the EEL to Loop Retermination process, SkyBest must submit an LSR to disconnect the entire EEL circuit, and must submit a separate LSR for the requested standalone Loop. In such cases, SkyBest will be charged the EEL disconnect charges and the full nonrecurring rates for installation of a new Loop, as set forth in Exhibit A.
- 2.1.13.5 The EEL to Loop Retermination process and requirements will be handled in accordance with the guidelines set forth in the Ordering Guidelines and CLEC Information Packages as referenced in Sections 1.13.1 and 1.13.2 above.

2.2 Unbundled Voice Loops (UVLs)

- 2.2.1 AT&T shall make available the following UVLs:
- 2.2.1.1 2-wire Analog Voice Grade Loop – SL1 (Non-Designed);
- 2.2.1.2 2-wire Analog Voice Grade Loop – SL2 (Designed); or
- 2.2.1.3 4-wire Analog Voice Grade Loop (Designed).
- 2.2.2 UVL may be provisioned using any type of facility that will support voice grade services. This may include loaded copper, non-loaded copper, digital loop carrier systems, fiber/copper combination (hybrid loop) or a combination of any of these facilities. AT&T, 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, AT&T will only ensure that the newly provided facility will support voice grade services. AT&T will not guarantee that SkyBest will be able to continue to provide any advanced services over the new facility. AT&T 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 SkyBest, however, OC is always required on UCLs that involve the reuse of facilities that are currently providing service. SkyBest 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 AT&T normally activates POTS-type Loops for its customers.
- 2.2.4 For an additional charge AT&T will make available Loop Testing so that SkyBest may request further testing on new UVL-SL1 Loops. Rates for Loop Testing are as set forth in Exhibit A.
- 2.2.5 Unbundled Voice Loop – SL2 (UVL-SL2). Loops may be 2-wire or 4-wire circuits, shall have remote access test points, and will be designed with a DLR provided to SkyBest. 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 SkyBest to coordinate the installation of the Loop with the disconnect of an existing customer's service and/or number portability service. In these cases, AT&T will perform the order conversion with standard order coordination at its discretion during normal work hours.
- 2.3 Unbundled Digital Loops
- 2.3.1 AT&T will offer UDLs. UDLs are service specific, will be designed, will be provisioned with test points (where appropriate), and will come standard with OC and a DLR. The various UDLs are intended to support a specific digital transmission scheme or service.
- 2.3.2 AT&T shall make available the following UDLs, subject to restrictions set forth herein:
- 2.3.2.1 2-wire Unbundled ISDN Digital Loop;
- 2.3.2.2 2-wire Unbundled ADSL Compatible Loop;
- 2.3.2.3 2-wire Unbundled HDSL Compatible Loop;
- 2.3.2.4 4-wire Unbundled HDSL Compatible Loop;
- 2.3.2.5 4-wire Unbundled DS1 Digital Loop;
- 2.3.2.6 4-wire Unbundled Digital Loop/DS0 – 64 kbps, 56 kbps and below;
- 2.3.2.7 DS3 Loop; or
- 2.3.2.8 STS-1 Loop.

- 2.3.3 2-wire Unbundled ISDN Digital Loops. These will be provisioned according to industry standards for 2-Wire Basic Rate ISDN services and will come standard with a test point, OC, and a DLR. SkyBest will be responsible for providing AT&T with a Service Profile Identifier (SPID) associated with a particular ISDN-capable Loop and customer. With the SPID, AT&T will be able to adequately test the circuit and ensure that it properly supports ISDN service.
- 2.3.4 2-wire ADSL-Compatible Loop. This is a designed Loop that is provisioned according to Revised Resistance Design (RRD) criteria and may be up to eighteen thousand (18,000) feet long and may have up to six thousand (6,000) feet of bridged tap (inclusive of Loop length). The Loop is a 2-wire circuit and will come standard with a test point, OC, and a DLR.
- 2.3.5 2-wire or 4-wire HDSL-Compatible Loop. This is a designed Loop that meets Carrier Serving Area (CSA) specifications, may be up to twelve thousand (12,000) feet long and may have up to twenty-five hundred (2,500) feet of bridged tap (inclusive of Loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, OC, and a DLR.
- 2.3.6 4-wire Unbundled DS1 Digital Loop.
- 2.3.6.1 This is a designed 4-wire Loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, OC, and a DLR. A DS1 Loop may be provisioned over a variety of loop transmission technologies including copper, HDSL-based technology or fiber optic transport systems. It will include a 4-wire DS1 Network Interface at the customer's location. For the purposes of AT&T's unbundling obligations pursuant to this Agreement, for the states of Alabama, Florida, Georgia, Mississippi and South Carolina, DS1 Loops include 2-wire and 4-wire copper Loops capable of providing high-bit rate digital subscriber line services, such as 2-wire and 4-wire HDSL Compatible Loops. For the state of Louisiana, DS1 Loops include 2-wire and 4-wire HDSL-Compatible Loops to which the necessary electronics have been added to provide service speeds of 1.544 megabytes per second.
- 2.3.6.2 AT&T shall not provide more than ten (10) unbundled DS1 Loops to SkyBest at any single building in which DS1 Loops are available as unbundled Loops.
- 2.3.7 4-wire Unbundled Digital/DS0 Loop. These are designed 4-wire Loops that may be configured as sixty-four (64)kbps, fifty-six (56)kbps, nineteen (19)kbps, and other sub-rate speeds associated with digital data services and will come standard with a test point, OC, and a DLR.
- 2.3.8 DS3 Loop. DS3 Loop is a two-point digital transmission path which provides for simultaneous two-way transmission of serial, bipolar, return-to-zero isochronous digital electrical signals at a transmission rate of forty-four point seven thirty-six (44.736) megabits per second (Mbps) that is dedicated to the use of the ordering CLEC. It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated DS3 transport is a metallic-based electrical interface. For the purpose of AT&T's unbundling obligations pursuant to this Agreement, DS3 Loops include STS-1 Loops.
- 2.3.9 STS-1 Loop. STS-1 Loop is a high-capacity digital transmission path with SONET VT1.5 mapping that is dedicated for the use of the ordering customer. It is a two-point digital transmission path

which provides for simultaneous two-way transmission of serial bipolar return-to-zero synchronous digital electrical signals at a transmission rate of fifty-one point eighty-four (51.84) Mbps. It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated STS-1 transport is a metallic-based electrical interface.

- 2.3.10 Both DS3 Loop and STS-1 Loop require a SI in order to ascertain availability.
- 2.3.11 DS3 services come with a test point and a DLR. Mileage is airline miles, rounded up and a minimum of one (1) mile applies. AT&T's TR73501 LightGate[®] Service Interface and Performance Specifications, Issue D, June 1995 applies to DS3 services.
- 2.3.12 SkyBest may obtain a maximum of a single Unbundled DS3 Loop to any single building in which DS3 Loops are available as Unbundled Loops.
- 2.4 Unbundled Copper Loops (UCL).
- 2.4.1 AT&T shall make available UCLs. The UCL is a copper twisted pair Loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters) and is not intended to support any particular telecommunications service. The UCL will be offered in two (2) types – Designed and Non-Designed.
- 2.4.2 Unbundled Copper Loop – Designed (UCL-D)
- 2.4.2.1 The UCL-D will be provisioned as a dry copper twisted pair (2-wire or 4-wire) Loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters).
- 2.4.2.2 A UCL-D will be eighteen thousand (18,000) feet or less in length and is provisioned according to Resistance Design parameters, may have up to six thousand (6,000) feet of bridged tap and will have up to thirteen hundred (1300) Ohms of resistance.
- 2.4.2.3 The UCL-D is a designed circuit, is provisioned with a test point, and comes standard with a DLR. OC is a chargeable option for a UCL-D; however, OC is always required on UCLs where a reuse of existing facilities has been requested by SkyBest.
- 2.4.2.4 These Loops are not intended to support any particular services and may be utilized by SkyBest to provide a wide-range of telecommunications services as long as those services do not adversely affect AT&T's network. This facility will include a Network Interface Device (NID) at the customer's location for the purpose of connecting the Loop to the customer's inside wire.
- 2.4.3 Unbundled Copper Loop – Non-Designed (UCL-ND)
- 2.4.3.1 The UCL-ND is provisioned as a dedicated 2-wire metallic transmission facility from AT&T's Main Distribution Frame (MDF) to a customer's premises (including the NID). The UCL-ND will be a "dry copper" facility in that it will not have any intervening equipment such as load coils, repeaters, or digital access main lines (DAMLs), and may have up to six thousand (6,000) feet of bridged tap

between the customer's premises and the serving wire center. The UCL-ND typically will be thirteen hundred (1300) Ohms resistance and in most cases will not exceed eighteen thousand (18,000) feet in length, although the UCL-ND will not have a specific length limitation. For Loops less than eighteen thousand (18,000) feet and with less than thirteen hundred (1300) Ohms resistance, the Loop will provide a voice grade transmission channel suitable for loop start signaling and the transport of analog voice grade signals. The UCL-ND will not be designed and will not be provisioned with either a DLR or a test point.

- 2.4.3.2 The UCL-ND facilities may be mechanically assigned using AT&T's assignment systems. Therefore, the Loop Makeup (LMU) process is not required to order and provision the UCL-ND. However, SkyBest can request LMU for which additional charges would apply.
- 2.4.3.3 For an additional charge, AT&T also will make available Loop Testing so that SkyBest may request further testing on the UCL-ND. Rates for Loop Testing are as set forth in Exhibit A.
- 2.4.3.4 UCL-ND Loops are not intended to support any particular service and may be utilized by SkyBest to provide a wide-range of telecommunications services as long as those services do not adversely affect AT&T'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 AT&T facilities. OC-TS does not apply to this product.
- 2.4.3.6 SkyBest may use AT&T's Unbundled Loop Modification (ULM) offering to remove excessive bridged taps and/or load coils from any copper Loop within the AT&T network. Therefore, some Loops that would not qualify as UCL-ND could be transformed into Loops that do qualify, using the ULM process.

2.5 Unbundled Loop Modifications (Line Conditioning)

- 2.5.1 Line Conditioning is defined as routine network modification that AT&T regularly undertakes to provide xDSL services to its own customers. This may include the removal of any device, from a copper Loop or copper Subloop that may diminish the capability of the Loop or Subloop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, load coils, excessive bridged taps, low pass filters, and range extenders. Excessive bridged taps are bridged taps that serves no network design purpose and that are beyond the limits set according to industry standards and/or the AT&T's TR 73600 Unbundled Local Loop Technical Specification. AT&T shall provide Line Conditioning on Loops, as requested by SkyBest, even in instances where AT&T does not provide advanced services to the end user on that Loop.
- 2.5.2 AT&T will remove load coils only on copper Loops that are equal to or less than eighteen thousand (18,000) feet in length. AT&T will remove load coils on copper Subloops where the total loop distance (feeder plus distribution) from the AT&T central office to the end user is equal to or less than 18,000 feet or, if there is no copper feeder, the distance from the remote terminal (RT) to the end user is equal to or less than 18,000 feet.

- 2.5.3 For any copper loop being ordered by SkyBest which has over six thousand (6,000) feet of combined bridged tap will be modified, upon request from SkyBest, so that the loop will have a maximum of six thousand (6,000) feet of bridged tap. This modification will be performed at no additional charge to SkyBest. Loop conditioning orders that require the removal of bridged tap that serves no network design purpose on a copper Loop that will result in a combined total of bridged tap between two thousand five hundred (2,500) and six thousand (6,000) feet will be performed at the rates set forth in Exhibit A.
- 2.5.4 SkyBest may request removal of any unnecessary and non-excessive bridged tap (bridged tap between zero (0) and two thousand five hundred (2,500) feet which serves no network design purpose), at rates pursuant to AT&T's SC Process as mutually agreed to by the Parties.
- 2.5.5 Rates for ULM are as set forth in Exhibit A.
- 2.5.6 AT&T 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 SkyBest requests ULM on a reserved facility for a new Loop order, AT&T 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. SkyBest will not be charged for ULM if a different Loop is provisioned. For Loops that require a DLR or its equivalent, AT&T will provide LMU detail of the Loop provisioned.
- 2.5.8 SkyBest 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 SkyBest desires AT&T to condition.
- 2.5.9 When requesting ULM for a Loop that AT&T has previously provisioned for SkyBest, SkyBest will submit a SI to AT&T. If a spare Loop facility that meets the Loop modification specifications requested by SkyBest is available at the location for which the ULM was requested, SkyBest will have the option to change the Loop facility to the qualifying spare facility rather than to provide ULM. In the event that AT&T changes the Loop facility in lieu of providing ULM, SkyBest will not be charged for ULM but will only be charged the service order charges for submitting an order.
- 2.6 Loop Provisioning Involving IDLC
- 2.6.1 Where SkyBest has requested an Unbundled Loop and AT&T uses IDLC systems to provide the local service to the customer and AT&T has a suitable alternate facility available, AT&T will make such alternative facilities available to SkyBest. If a suitable alternative facility is not available, then to the extent it is technically feasible, AT&T will implement one of the following alternative arrangements for SkyBest (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.

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

2.7 Network Interface Device

2.7.1 The NID is defined as any means of interconnection of the customer's customer premises wiring to AT&T's distribution plant, such as a cross-connect device used for that purpose. The NID is a single line termination device or that portion of a multiple line termination device required to terminate a single line or circuit at the premises. The NID features two (2) independent chambers or divisions that separate the service provider's network from the customer's premises wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider and the customer each make their connections. The NID provides a protective ground connection and is capable of terminating cables such as twisted pair cable.

2.7.2 AT&T shall permit SkyBest to connect SkyBest's Loop facilities to the customer's customer premises wiring through the AT&T NID or at any other technically feasible point.

2.7.3 Access to NID

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

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

2.7.3.1.2 Where an adequate length of the customer'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 cross-connect or spliced jumper wire from the customer premises wiring through a suitable "punch-out" hole of such NID enclosures; or

2.7.3.1.4 SkyBest may request AT&T to make other rearrangements to the customer premises wiring terminations or terminal enclosure on a time and materials cost basis.

2.7.3.2 In no case shall either Party remove or disconnect the other Party's loop facilities from either Party's NIDs, enclosures, or protectors unless the applicable Commission has expressly permitted the same and the disconnecting Party provides prior notice to the other Party. In such cases, it shall be the responsibility of the Party disconnecting loop facilities to leave undisturbed the existing form of electrical protection and to maintain the physical integrity of the NID. It will be SkyBest's

responsibility to ensure there is no safety hazard, and SkyBest will hold AT&T harmless for any liability associated with the removal of the AT&T Loop from the AT&T 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 SkyBest shall not remove or disconnect ground wires from AT&T's NIDs, enclosures, or protectors.

2.7.3.4 SkyBest shall not remove or disconnect NID modules, protectors, or terminals from AT&T's NID enclosures.

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

2.7.4 Technical Requirements

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

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

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

2.8 Subloop Distribution Elements.

2.8.1 Where facilities permit, AT&T shall offer access to its Unbundled Subloop Distribution (USLD) elements in accordance with 47 C.F.R. § 51.319(b) as specified herein.

2.8.2 Unbundled Subloop Distribution

2.8.2.1 The USLD facility is a dedicated transmission facility that AT&T provides from a customer's point of demarcation to an AT&T cross-connect device. The AT&T cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. The USLD media is a copper twisted pair that can be provisioned as a 2-wire or 4-wire facility. AT&T will make available the following subloop distribution offerings where facilities exist:

USLD – Voice Grade (USLD-VG)

Unbundled Copper Subloop (UCSL)

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

- 2.8.2.2 USLD-VG is a copper subloop facility from the cross-box in the field up to and including the point of demarcation at the customer's premises and may have load coils.
- 2.8.2.3 UCSL is a copper facility eighteen thousand (18,000) feet or less in length provided from the cross-box in the field up to and including the customer's point of demarcation. If available, this facility will not have any intervening equipment such as load coils between the customer and the cross-box.
- 2.8.2.3.1 If SkyBest requests a UCSL and it is not available, SkyBest may request the copper Subloop facility be modified pursuant to the ULM process to remove load coils and/or excessive bridged taps. If load coils and/or excessive bridged taps are removed, the facility will be classified as a UCSL.
- 2.8.2.4 USLD-INC is the distribution facility owned or controlled by AT&T inside a building or between buildings on the same property that is not separated by a public street or road. USLD-INC includes the facility from the cross-connect device in the building equipment room up to and including the point of demarcation at the customer's premises.
- 2.8.2.4.1 Upon request for USLD-INC from SkyBest, AT&T 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. AT&T will place cross-connect blocks in twenty five (25) pair increments for SkyBest's use on this cross-connect panel. SkyBest will be responsible for connecting its facilities to the twenty five (25) pair cross-connect block(s).
- 2.8.2.5 For access to Voice Grade USLD and UCSL, SkyBest shall install a cable to the AT&T cross-box pursuant to the terms and conditions for physical collocation for remote sites set forth in Attachment 4. This cable would be connected by an AT&T technician within the AT&T cross-box during the set-up process. SkyBest's cable pairs can then be connected to AT&T's USL within the AT&T cross-box by the AT&T technician.
- 2.8.2.6 Through the SI process, AT&T will determine whether access to USLs at the location requested by SkyBest is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet SkyBest's request, then AT&T will perform the site set-up as described in the CLEC Information Package, located at AT&T's Wholesale – Southeast Region Web site.
- 2.8.2.7 The site set-up must be completed before SkyBest can order Subloop pairs. For the site set-up in an AT&T cross-connect box in the field, AT&T will perform the necessary work to splice SkyBest's cable into the cross-connect box. For the site set-up inside a building equipment room, AT&T 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, SkyBest will request Subloop pairs through submission of a LSR form to the LCSC. OC is required with USL pair provisioning when SkyBest requests reuse of an existing facility, and the OC charge shall be billed in addition to the USL pair rate. For expedite requests by SkyBest for Subloop pairs, expedite charges will apply for intervals less than five (5) days.

- 2.8.2.9 USLs will be provided in accordance with AT&T's TR 73600 Unbundled Local Loop Technical Specifications.
- 2.8.3 Unbundled Network Terminating Wire (UNTW)
- 2.8.3.1 UNTW is unshielded twisted copper wiring that is used to extend circuits from an intra-building network cable terminal or from a building entrance terminal to an individual customer's point of demarcation. It is the final portion of the Loop that in multi-subscriber configurations represents the point at which the network branches out to serve individual subscribers.
- 2.8.3.2 This element will be provided in MDUs and/or Multi-Tenants Units (MTUs) where either Party owns wiring all the way to the customer's premises. Neither Party will provide this element in locations where the property owner provides its own wiring to the customer's premises, where a third party owns the wiring to the customer's premises.
- 2.8.3.3 Requirements
- 2.8.3.3.1 On a multi-unit premises, upon request of the other Party (Requesting Party), the Party owning the network terminating wire (Provisioning Party) will provide access to UNTW pairs on an Access Terminal that is suitable for use by multiple carriers at each Garden Terminal or Wiring Closet.
- 2.8.3.3.2 The Provisioning Party shall not be required to install new or additional NTW beyond existing NTW to provision the services of the Requesting Party.
- 2.8.3.3.3 In existing MDUs and/or MTUs in which AT&T does not own or control wiring (INC/NTW) to the customers premises, and SkyBest does own or control such wiring, SkyBest will install UNTW Access Terminals for AT&T under the same terms and conditions as AT&T provides UNTW Access Terminals to SkyBest.
- 2.8.3.3.4 In situations in which AT&T activates a UNTW pair, AT&T will compensate SkyBest for each pair activated commensurate to the price specified in SkyBest's Agreement.
- 2.8.3.3.5 Upon receipt of the UNTW SI requesting access to the Provisioning Party's UNTW pairs at a multi-unit premises, representatives of both Parties will participate in a meeting at the site of the requested access. The purpose of the site visit will include discussion of the procedures for installation and location of the Access Terminals. By request of the Requesting Party, an Access Terminal will be installed either adjacent to each of the Provisioning Party's Garden Terminal or inside each Wiring Closet. The Requesting Party will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. The Requesting Party may access any available pair on an Access Terminal. A pair is available when a pair is not being utilized to provide service or where the customer has requested a change in its local service provider to the Requesting Party. Prior to connecting the Requesting Party's service on a pair previously used by the Provisioning Party, the Requesting Party is responsible for ensuring the customer is no longer using the Provisioning Party's service or another CLEC's service before accessing UNTW pairs.
- 2.8.3.3.6 Access Terminal installation intervals will be established on an individual case basis.

- 2.8.3.3.7 The Requesting Party is responsible for obtaining the property owner's permission for the Provisioning Party to install an Access Terminal(s) on behalf of the Requesting Party. The submission of the SI by the Requesting Party will serve as certification by the Requesting Party that such permission has been obtained. If the property owner objects to Access Terminal installations that are in progress or within thirty (30) days after completion and demands removal of Access Terminals, the Requesting Party will be responsible for costs associated with removing Access Terminals and restoring the property to its original state prior to Access Terminals being installed.
- 2.8.3.3.8 The Requesting Party shall indemnify and hold harmless the Provisioning Party against any claims of any kind that may arise out of the Requesting Party's failure to obtain the property owner's permission. The Requesting Party will be billed for nonrecurring and recurring charges for accessing UNTW pairs at the time the Requesting Party activates the pair(s). The Requesting Party will notify the Provisioning Party within five (5) business days of activating UNTW pairs using the LSR form.
- 2.8.3.3.9 If a trouble exists on a UNTW pair, the Requesting Party may use an alternate spare pair that serves that customer if a spare pair is available. In such cases, the Requesting Party will re-terminate its existing jumper from the defective pair to the spare pair. Alternatively, the Requesting Party will isolate and report troubles in the manner specified by the Provisioning Party. The Requesting Party must tag the UNTW pair that requires repair. If the Provisioning Party dispatches a technician on a reported trouble call and no UNTW trouble is found, the Provisioning Party will charge Requesting Party for time spent on the dispatch and testing the UNTW pair(s).
- 2.8.3.3.10 If the Requesting Party initiates the Access Terminal installation and the Requesting Party has not activated at least ten percent (10%) of the capacity of the Access Terminal installed pursuant to the Requesting Party's request for an Access Terminal within six (6) months of installation of the Access Terminal, the Provisioning Party will bill the Requesting Party a nonrecurring charge equal to the actual cost of provisioning the Access Terminal.
- 2.8.3.3.11 If the Provisioning Party determines that the Requesting Party is using the UNTW pairs without reporting the activation of the pairs, the Requesting Party will be billed for the use of that pair back to the date the customer began receiving service from the Requesting Party at that location. Upon request, the Requesting Party will provide copies of its billing record to substantiate such date. If the Requesting Party fails to provide such records, then the Provisioning Party will bill the Requesting Party back to the date of the Access Terminal installation.
- 2.9 Loop Makeup
- 2.9.1 Description of Service
- 2.9.1.1 AT&T shall make available to SkyBest LMU information with respect to Loops that are required to be unbundled under this Agreement so that SkyBest can make an independent judgment about whether the Loop is capable of supporting the advanced services equipment SkyBest intends to install and the services SkyBest wishes to provide. LMU is a preordering transaction, distinct from SkyBest 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 AT&T will provide SkyBest 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 AT&T's LMU information is provided to SkyBest as it exists either in AT&T's databases or in its hard copy facility records. AT&T does not guarantee accuracy or reliability of the LMU information provided.
- 2.9.1.4 AT&T's provisioning of LMU information to the requesting CLEC for facilities is contingent upon either AT&T 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 AT&T receives a LOA from the voice CLEC (owner) or its authorized agent on the LMUSI submitted by the requesting CLEC.
- 2.9.1.5 SkyBest may choose to use equipment that it deems will enable it to provide a certain type and level of service over a particular AT&T Loop as long as that equipment does not disrupt other services on the AT&T network. The determination shall be made solely by SkyBest and AT&T shall not be liable in any way for the performance of the advanced data services provisioned over said Loop. The specific Loop type (e.g., ADSL, HDSL, or otherwise) ordered on the LSR must match the LMU of the Loop reserved taking into consideration any requisite line conditioning. The LMU data is provided for informational purposes only and does not guarantee SkyBest's ability to provide advanced data services over the ordered Loop type. Furthermore, the LMU information for Loops other than copper-only Loops (e.g., ADSL, UCL-ND, etc.) that support xDSL services, is subject to change at any time due to modifications and/or upgrades to AT&T's network. Except as set forth in Section 2.9.1.6 below, copper-only Loops will not be subject to change due to modification and/or upgrades to AT&T's network and will remain on copper facilities until the Loop is disconnected by SkyBest or the customer, or until AT&T retires the copper facilities via the FCC's and any applicable Commission's requirements. SkyBest is fully responsible for any of its service configurations that may differ from AT&T's technical standard for the Loop type ordered.
- 2.9.1.6 If AT&T retires its copper facilities using 47 C.F.R § 51.325(a) requirements; or is required by a governmental agency or regulatory body to move or replace copper facilities as a maintenance procedure, AT&T will notify SkyBest, according to the applicable network disclosure requirements. It will be SkyBest's responsibility to move any service it may provide over such facilities to alternative facilities. If SkyBest fails to move the service to alternative facilities by the date in the network disclosure notice, AT&T may terminate the service to complete the network change.
- 2.9.2 Submitting LMUSI
- 2.9.2.1 SkyBest may obtain LMU information and reserve facilities by submitting a mechanized LMU query or a manual LMUSI according to the terms and conditions as described in the LMU CLEC Information Package, incorporated herein by reference as it may be amended from time to time. The CLEC Information Package is located at the "CLEC UNE Product" on AT&T's Wholesale – Southeast Region Web site. After obtaining the Loop information from the mechanized LMU

process, if SkyBest needs further Loop information in order to determine Loop service capability, SkyBest may initiate a separate Manual SI for a separate nonrecurring charge as set forth in Exhibit A.

- 2.9.2.2 All LSRs issued for reserved facilities shall reference the facility reservation number as provided by AT&T. SkyBest will not be billed any additional LMU charges for the Loop ordered on such LSR. If, however, SkyBest does not reserve facilities upon an initial LMUSI, SkyBest's placement of an order for an advanced data service type facility will incur the appropriate billing charges to include SI and reservation per Exhibit A.
- 2.9.2.3 Where SkyBest has reserved multiple Loop facilities on a single reservation, SkyBest may not specify which facility shall be provisioned when submitting the LSR. For those occasions, AT&T will assign to SkyBest, subject to availability, a facility that meets the AT&T technical standards of the AT&T type Loop as ordered by SkyBest.
- 2.9.2.4 Charges for preordering manual LMUSI or mechanized LMU are separate from any charges associated with ordering other services from AT&T.

3 Line Splitting

- 3.1 Line splitting shall mean that a provider of data services (a Data LEC) and a provider of voice services (a Voice CLEC) to deliver voice and data service to customers over the same Loop. The Voice CLEC and Data LEC may be the same or different carriers. AT&T will provide Line Splitting over a Loop (UNE-L) purchased by SkyBest pursuant to this Agreement.
- 3.2 Line Splitting – UNE-L. In the event SkyBest provides its own switching or obtains switching from a third party, SkyBest may engage in line splitting arrangements with another CLEC using a splitter, provided by SkyBest, in a Collocation Space at the central office where the loop terminates into a distribution frame or its equivalent.
- 3.3 AT&T must make all necessary network modifications, including providing nondiscriminatory access to OSS necessary for pre-ordering, ordering, provisioning, maintenance and repair, and billing for Loops used in line splitting arrangements. The Parties may use the Change Control Process to address necessary OSS modifications.
- 3.4 Provisioning Line Splitting – UNE-L
 - 3.4.1 The Voice CLEC provides the splitter when providing Line Splitting with UNE-L. When SkyBest owns the splitter, Line Splitting requires the following: a loop from NID at the customer's location to the serving wire center and terminating into a distribution frame or its equivalent.
 - 3.4.2 An unloaded 2-wire copper Loop must serve the customer. The meet point for the Voice CLEC and the Data LEC is the point of termination on the MDF for the Data LEC's cable and pairs.
 - 3.4.3 To order Line Splitting utilizing UNE-L on a particular Loop, SkyBest must have a DSLAM collocated in the central office that serves the customer of such Loop.

- 3.4.4 SkyBest may purchase, install and maintain central office POTS splitters in its collocation arrangements. SkyBest may use such splitters for access to its customers and to provide digital line subscriber services to its customers using the high frequency spectrum of the UNE-L. Existing Collocation rules and procedures and the terms and conditions relating to Collocation set forth in Attachment 4-Central Office shall apply.
- 3.5 Maintenance – Line Splitting – UNE-L
- 3.5.1 AT&T will be responsible for repairing voice troubles and the troubles with the physical loop between the NID at the customer's premises and the termination point.
- 3.5.2 SkyBest shall indemnify, defend and hold harmless AT&T from and against any claims, losses, actions, causes of action, suits, demands, damages, injury, and costs including reasonable attorney fees, which arise out of actions related to the other service provider, except to the extent caused by AT&T's gross negligence or willful misconduct.
- 3.5.3 For the state of Alabama, the following rights are in addition to the general indemnification rights set forth above:
- 3.5.3.1 PROVIDED, HOWEVER, that all amounts advanced in respect of such claims, losses and costs shall be repaid to SkyBest by AT&T if it shall ultimately be determined in a final judgment without further appeal by a court of appropriate jurisdiction that AT&T is not entitled to be indemnified for such claims, losses and costs because the Claims, Losses and Costs arose as a result of AT&T's gross negligence or willful misconduct.
- 3.5.3.2 AT&T will indemnify, defend and hold harmless SkyBest from and against any Claims, Losses and Costs which arise out of actions related to the other service provider (i.e. CLEC party to the line splitting arrangement who is not SkyBest brought against SkyBest to the extent such Claim alleges that the cause of Claim, Loss and Cost was found to be the result of AT&T's gross negligence or willful misconduct.
- 3.5.3.3 PROVIDED, HOWEVER, that AT&T shall have no obligation to indemnify SkyBest under this section unless SkyBest provides AT&T with prompt written notice of any such Claim; SkyBest permits AT&T to assume and control the defense to such action, with counsel chosen by AT&T; and AT&T does not enter into any settlement or compromise of such Claim.
- 3.5.3.4 PROVIDED, HOWEVER, that all amounts advanced in respect of such Claims, Losses and Costs shall be repaid to AT&T by SkyBest if it shall ultimately be determined in a final judgment without further appeal by a court of appropriate jurisdiction that SkyBest is not entitled to be indemnified for such Claims, Losses and Costs because the Claims, Losses and Costs did not arise as a result of AT&T's gross negligence or willful misconduct.
- 3.5.3.5 Definitions:
- 3.5.3.5.1 "Claim" means any threatened, pending or completed action, suit or proceeding, or any inquiry or investigation that AT&T or SkyBest in good faith believes might lead to the institution of any such action, suit or proceeding.

- 3.5.3.5.2 "Loss" means any and all damages, injuries, judgments, fines penalties, amounts paid or payable in settlement, deficiencies, and expenses (including all interest, assessments, and other charges paid or payable in connection with or respect of such Losses) incurred in connection with the Claim.
- 3.5.3.5.3 "Costs" means all reasonable attorney's fees and all other reasonable fees, expenses and obligations paid or incurred in connection with the Claim or related matters, including without limitation, investigating, defending, or participating (as a party, witness or otherwise) in (including on appeal), or preparing to defend or participate in any Claim.
- 3.6 Line Splitting – Loop and Port for the states of Georgia and North Carolina only
- 3.6.1 To the extent SkyBest is using a commingled arrangement that consists of a Loop purchased pursuant to this Agreement and Local Switching provided by AT&T pursuant to Section 271, AT&T will permit SkyBest to utilize Line Splitting. AT&T shall charge the applicable line splitting rates set forth in Exhibit A of this Agreement.
- 3.6.2 SkyBest shall provide AT&T with a signed LOA between it and the third party CLEC (Data CLEC or Voice CLEC) with which it desires to provision Line Splitting services, where SkyBest will not provide voice and data services.
- 3.6.3 Provisioning Line Splitting and Splitter Space – Loop and Port
- 3.6.3.1 The Data LEC, Voice CLEC, or a third party may provide the splitter. When SkyBest 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 customer's location; a collocation cross-connection connecting the Loop to the collocation space; and a second collocation cross-connection from the collocation space connected to a voice port.
- 3.6.3.2 An unloaded 2-wire copper Loop must serve the customer. The meet point for the Voice CLEC and the Data CLEC is the point of termination on the MDF for the Data CLEC's cable and pairs.
- 3.6.4 CLEC Provided Splitter – Line Splitting – Loop and Port
- 3.6.4.1 SkyBest or its authorized agent may purchase, install and maintain central office line splitters in its collocation arrangements. SkyBest or its authorized agent 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.
- 3.6.4.2 Any splitters installed by SkyBest or its authorized agent in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter standards. SkyBest or its authorized agent may install any splitters that AT&T deploys or permits to be deployed for itself or any AT&T affiliate.
- 3.6.5 Maintenance – Line Splitting – Loop and Port
- 3.6.5.1 AT&T will be responsible for repairing troubles with the physical Loop between the NID at the customer's premises and the termination point.

4 Unbundled Network Element Combinations

4.1 For purposes of this Section, references to “Currently Combined” Network Elements shall mean that the particular Network Elements requested by SkyBest are in fact already combined by AT&T in the AT&T network. References to “Ordinarily Combined” Network Elements shall mean that the particular Network Elements requested by SkyBest are not already combined by AT&T in the location requested by SkyBest but are elements that are typically combined in AT&T’s network. References to “Not Typically Combined” Network Elements shall mean that the particular Network Elements requested by SkyBest are not elements that AT&T combines for its use in its network.

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

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

4.2 Rates

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

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

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

4.3 Enhanced Extended Links (EELs)

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

- 4.3.2 High-capacity EELs are (1) combinations of Loop and Dedicated Transport, (2) Dedicated Transport commingled with a wholesale loop, or (3) a loop commingled with wholesale transport at the DS1 and/or DS3 level as described in 47 C.F.R. § 51.318(b).
- 4.3.3 By placing an order for a high-capacity EEL, SkyBest thereby certifies that the service eligibility criteria set forth herein are met for access to a converted high-capacity EEL, a new high-capacity EEL, or part of a high-capacity commingled EEL as a Network Element. AT&T shall have the right to audit SkyBest's high-capacity EELs as specified below.
- 4.3.4 Service Eligibility Criteria
- 4.3.4.1 High capacity EELs must comply with the following service eligibility requirements. SkyBest must certify for each high-capacity EEL that all of the following service eligibility criteria are met:
- 4.3.4.1.1 SkyBest has received state certification to provide local voice service in the area being served;
- 4.3.4.2 For each combined circuit, including each DS1 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL:
- 4.3.4.2.1 1) Each circuit to be provided to each customer will be assigned a local number prior to the provision of service over that circuit;
- 4.3.4.2.2 2) Each DS1-equivalent circuit on a DS3 EEL must have its own local number assignment so that each DS3 must have at least twenty-eight (28) local voice numbers assigned to it;
- 4.3.4.2.3 3) Each circuit to be provided to each customer will have 911 or E911 capability prior to provision of service over that circuit;
- 4.3.4.2.4 4) Each circuit to be provided to each customer will terminate in a collocation arrangement that meets the requirements of 47 C.F.R. § 51.318(c);
- 4.3.4.2.5 5) Each circuit to be provided to each customer will be served by an interconnection trunk over which SkyBest will transmit the calling party's number in connection with calls exchanged over the trunk;
- 4.3.4.2.6 6) For each twenty-four (24) DS1 EELs or other facilities having equivalent capacity, SkyBest will have at least one (1) active DS1 local service interconnection trunk over which SkyBest will transmit the calling party's number in connection with calls exchanged over the trunk; and
- 4.3.4.2.7 7) Each circuit to be provided to each customer will be served by a switch capable of switching local voice traffic.
- 4.3.4.3 AT&T may, on an annual basis, audit SkyBest's records in order to verify compliance with the qualifying service eligibility criteria. To invoke the audit, AT&T will send a Notice of Audit to SkyBest. Such Notice of Audit will be delivered to SkyBest no less than thirty (30) days prior to the date upon which AT&T seeks to commence an audit.

- 4.3.4.3.1 Such Notice of Audit to SkyBest shall state AT&T's concern that SkyBest is not complying with the service eligibility requirements as set forth above and a concise statement of the reasons therefor. AT&T is not required to provide documentation, as distinct from a statement of concern, to support its basis for an audit, or seek the concurrence of the requesting carrier before selecting the location of the audit. AT&T may select the independent auditor without the prior approval of SkyBest or the Commission. Challenges to the independence of the auditor may be filed with the Commission only after the audit has been concluded.
- 4.3.4.3.2 For the state of Alabama, SkyBest may, however, challenge the legal qualifications of the auditor selected by filing an objection to that effect with the Commission within 10 days of receiving AT&T's Notice of Audit.
- 4.3.4.3.3 For the state of Louisiana, AT&T's notice to SkyBest shall include a listing of the circuits for which AT&T alleges noncompliance, including all supporting documentation and a list of three auditors from which SkyBest may choose one to conduct the audit.
- 4.3.4.4 The audit shall be conducted by a third party independent auditor, and the audit must be performed in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA) which will require the auditor to perform an "examination engagement" and issue a report regarding SkyBest's compliance with the high capacity EEL eligibility criteria. AICPA standards and other AICPA requirements will be used to determine the independence of an auditor. The independent auditor's report will conclude whether SkyBest complied in all material respects with the applicable service eligibility criteria. Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor.
- 4.3.4.5 To the extent the independent auditor's report concludes that SkyBest failed to comply with the service eligibility criteria, SkyBest must true-up any difference in payments, convert all noncompliant circuits to the appropriate service, and make the correct payments on a going-forward basis. In the event the auditor's report concludes that SkyBest did not comply in any material respect with the service eligibility criteria, SkyBest shall reimburse AT&T for the cost of the independent auditor. To the extent the auditor's report concludes that SkyBest did comply in all material respects with the service eligibility criteria, AT&T will reimburse SkyBest for its reasonable and demonstrable costs associated with the audit. SkyBest will maintain appropriate documentation to support its certifications. The Parties shall provide such reimbursement within thirty (30) days of receipt of a statement of such costs.
- 4.3.4.5.1 For the state of Alabama, SkyBest will maintain appropriate documentation to support its certifications and may dispute any portion of the findings of an audit by petitioning the Commission for a review within twenty (20) days of receiving the reported findings of the auditor.
- 4.3.4.6 In the event SkyBest converts special access services to Network Elements, SkyBest shall be subject to the termination liability provisions in the applicable special access tariffs, if any.

5 Dedicated Transport and Dark Fiber Transport

- 5.1 Dedicated Transport. Dedicated Transport is defined as AT&T's transmission facilities between wire centers or switches owned by AT&T, or between wire centers or switches owned by AT&T and

switches owned by SkyBest, including but not limited to DS1, DS3 and OCn level services, as well as dark fiber, dedicated to SkyBest. AT&T shall not be required to provide access to OCn level Dedicated Transport under any circumstances pursuant to this Agreement.

5.2 DS1 and DS3 Dedicated Transport Requirements

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

5.2.2 Notwithstanding anything to the contrary in this Agreement, AT&T shall make available Dedicated Transport as described in this Agreement, except in any wire center meeting the criteria described below:

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

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

5.2.2.3 The Master List of Unimpaired Wire Centers and AT&T's List of Unimpaired Wire Centers, as described in Section 1.8, sets forth the list of wire centers meeting the criteria set forth in Sections 5.2.2.1 and 5.2.2.2 above as of March 11, 2005.

5.2.2.4 Once a wire center meets or exceeds either of the thresholds set forth in Section 5.2.2.1 above, no future DS1 Dedicated Transport unbundling will be required between that wire center and any other wire center exceeding these same thresholds.

5.2.2.5 Once a wire center meets or exceeds either of the thresholds set forth in Section 5.2.2.2 above, no future DS3 Dedicated Transport will be required between that wire center and any other wire center meeting or exceeding these same thresholds.

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

5.2.2.6.1 In the event AT&T identifies additional wire centers that meet the criteria set forth in Sections 5.2.2.1 or 5.2.2.2 above, but that were not included in the Master List of Unimpaired Wire Centers or AT&T's List of Unimpaired Wire Centers, AT&T shall include such additional wire centers in a Accessible Letter. Each such list of additional wire centers shall be considered a Subsequent Wire Center List. AT&T will follow any notification procedures set forth in applicable Commission orders.

5.2.2.6.2 SkyBest shall have thirty (30) business days to dispute the additional wire centers listed on AT&T's Accessible Letter. Absent such dispute, effective thirty (30) business days after the date of an AT&T Accessible Letter providing a Subsequent Wire Center List, AT&T shall not be required to provide DS1 and DS3 Dedicated Transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 1.8 of this Attachment.

5.2.2.6.3 For purposes of Section 5.2.2.6 above, AT&T shall make available DS1 and DS3 Dedicated Transport that were in service for SkyBest in a wire center on the Subsequent Wire Center List as of the thirtieth (30th) business day after the date of AT&T's Accessible Letter identifying the

Subsequent Wire Center List (Subsequent Embedded Base) until one hundred eighty (180) days after the thirtieth (30th) business day from the date of AT&T's Accessible Letter identifying the Subsequent Wire Center List (Subsequent Transition Period).

- 5.2.2.6.4 The rates set forth in Exhibit B shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.
- 5.2.2.6.5 No later than one hundred eighty (180) days from AT&T's Accessible Letter identifying the Subsequent Wire Center List, SkyBest shall submit an LSR(s) or spreadsheet(s) as applicable, identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other AT&T services.
- 5.2.2.6.6 In the case of disconnection, the applicable disconnect charges set forth in this Agreement shall apply.
- 5.2.2.6.6.1 If SkyBest fails to submit the LSR(s) or spreadsheet(s) for all of its Subsequent Embedded Base by one hundred eighty (180) days after the date of AT&T's Accessible Letter identifying the Subsequent Wire Center List, AT&T will identify SkyBest's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed AT&T service(s). In the states of Florida, Mississippi and South Carolina, those circuits identified and transitioned by AT&T shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed AT&T service as set forth in AT&T's tariffs. In the states of Alabama, Georgia and North Carolina, those circuits identified and transitioned by AT&T shall be subject to the applicable switch-as-is rates set forth in Exhibit A of Attachment 2. For the state of Louisiana, those circuits identified and transitioned by AT&T shall be subject to the applicable switch-as-is rates set forth in AT&T's tariffs.
- 5.2.2.6.7 For Subsequent Embedded Base circuits converted pursuant to Section 5.2.2.6.5 above or transitioned pursuant to Section 5.2.2.6.6.1 above, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.
- 5.2.3 AT&T shall:
- 5.2.4 Provide SkyBest exclusive use of Dedicated Transport to a particular customer or carrier;
- 5.2.5 Provide all technically feasible features, functions, and capabilities of Dedicated Transport as outlined within the technical requirements of this section;
- 5.2.6 Permit, to the extent technically feasible, SkyBest to connect Dedicated Transport to equipment designated by SkyBest, including but not limited to, SkyBest's collocated facilities; and
- 5.2.7 Permit, to the extent technically feasible, SkyBest to obtain the functionality provided by AT&T's digital cross-connect systems.
- 5.3 AT&T shall offer Dedicated Transport:

- 5.3.1 As capacity on a shared facility; and
- 5.3.2 As a circuit (i.e., DS0, DS1, DS3, STS-1) dedicated to SkyBest.
- 5.4 Dedicated Transport may be provided over facilities such as optical fiber, copper twisted pair, and coaxial cable, and shall include transmission equipment such as line terminating equipment, amplifiers, and regenerators.
- 5.5 SkyBest may obtain a maximum of twelve (12) unbundled DS3 Dedicated Transport circuits on each Route where DS3 Dedicated Transport is available as a Network Element, and a maximum of ten (10) unbundled DS1 Dedicated Transport circuits on each Route where there is no 251(c)(3) unbundling obligation for DS3 Dedicated Transport, but for which impairment exists for DS1 Dedicated Transport. For purposes of this Section 5, a "Route" is defined in 47 C.F.R. § 51.319 (e) as a transmission path between one of an incumbent LEC's wire centers or switches and another of the incumbent LECs wire centers or switches. A route between two (2) points (e.g. wire center or switch "A" and wire center or switch "Z") may pass through one or more intermediate wire centers or switches (e.g. wire center or switch "X"). Transmission paths between the same end points (e.g. wire center or switch "A" and wire center or switch "Z") are the same "route", irrespective of whether they pass through the same intermediate wire centers or switches, if any.
- 5.6 Technical Requirements
 - 5.6.1 AT&T shall offer DS0 equivalent interface transmission rates for DS0 or voice grade Dedicated Transport. For DS1 or DS3 circuits, Dedicated Transport shall at a minimum meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office (CI to CO) connections in the applicable industry standards.
 - 5.6.2 AT&T shall offer the following interface transmission rates for Dedicated Transport:
 - 5.6.2.1 DS0 Equivalent;
 - 5.6.2.2 DS1;
 - 5.6.2.3 DS3;
 - 5.6.2.4 STS-1; and
 - 5.6.2.5 SDH (Synchronous Digital Hierarchy) Standard interface rates are in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.
 - 5.6.3 AT&T shall design Dedicated Transport according to its network infrastructure. SkyBest shall specify the termination points for Dedicated Transport.
 - 5.6.4 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references and AT&T Technical References;

- 5.6.4.1 Telcordia TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986.
- 5.6.4.2 AT&T's TR73501 LightGate® Service Interface and Performance Specifications, Issue D, June 1995.
- 5.6.4.3 AT&T's TR73525 MegaLink® Service, MegaLink Channel Service and MegaLink Plus Service Interface and Performance Specifications, Issue C, May 1996.
- 5.7 Unbundled Channelization (Multiplexing)
 - 5.7.1 To the extent SkyBest is purchasing DS1 or DS3 or STS-1 Dedicated Transport pursuant to this Agreement, Unbundled Channelization (UC) provides the optional multiplexing capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) or STS-1 (51.84 Mbps) Network Elements to be multiplexed or channelized at an AT&T central office. Channelization can be accomplished through the use of a multiplexer or a digital cross-connect system at the discretion of AT&T. Once UC has been installed, SkyBest may request channel activation on a channelized facility and AT&T shall connect the requested facilities via COCIs. The COCI must be compatible with the lower capacity facility and ordered with the lower capacity facility. This service is available as defined in NECA 4.
 - 5.7.2 AT&T shall make available the following channelization systems and interfaces:
 - 5.7.2.1 DS1 Channelization System: channelizes a DS1 signal into a maximum of twenty-four (24) DS0s. The following COCI are available: Voice Grade, Digital Data and ISDN.
 - 5.7.2.2 DS3 Channelization System: channelizes a DS3 signal into a maximum of twenty-eight (28) DS1s. A DS1 COCI is available with this system.
 - 5.7.2.3 STS-1 Channelization System: channelizes a STS-1 signal into a maximum of twenty-eight (28) DS1s. A DS1 COCI is available with this system.
 - 5.7.3 Technical Requirements. In order to assure proper operation with AT&T provided central office multiplexing functionality, SkyBest's channelization equipment must adhere strictly to form and protocol standards. SkyBest must also adhere to such applicable industry standards for the multiplex channel bank, for voice frequency encoding, for various signaling schemes, and for sub rate digital access.
- 5.8 Dark Fiber Transport. Dark Fiber Transport is defined as Dedicated Transport that consists of unactivated optical interoffice transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics.
 - 5.8.1 Dark Fiber Transport Requirements
 - 5.8.1.1 For purposes of this Section 5.8, a Business Line is as defined in 47 C.F.R. § 51.5.

- 5.8.1.2 Notwithstanding anything to the contrary in this Agreement, AT&T shall make available Dark Fiber Transport as described in this Agreement, except in any wire center meeting the criteria described below:
- 5.8.1.2.1 Dark Fiber Transport where both wire centers at the end points of the route contain twenty-four thousand (24,000) or more Business Lines or three (3) or more fiber-based collocators.
- 5.8.1.3 The Master List of Unimpaired Wire Centers or AT&T's List of Unimpaired Wire Centers, as described in Section 1.8, sets forth the list of wire centers meeting the criteria set forth in Section 5.8.1.2.1 above as of March 11, 2005.
- 5.8.1.4 Once any wire center exceeds either of the thresholds set forth in Section 5.8.1.2.1 above, no future Dark Fiber Transport unbundling will be required in that wire center.
- 5.8.1.5 Modifications and Updates to the Wire Center List and Subsequent Transition Periods
- 5.8.1.5.1 In the event AT&T identifies additional wire centers that meet the criteria set forth in Section 5.8.1.2.1 above, but that were not included in the Master List of Unimpaired Wire Centers or AT&T's List of Unimpaired Wire Centers, AT&T shall include such additional wire centers in an Accessible Letter. Each such list of additional wire centers shall be considered a "Subsequent Wire Center List". AT&T will follow any notification procedures in applicable Commission orders.
- 5.8.1.5.2 SkyBest shall have thirty (30) business days to dispute the additional wire centers listed on AT&T's Accessible Letter. Absent such dispute, effective thirty (30) business days after the date of an AT&T Accessible Letter providing a Subsequent Wire Center List, AT&T shall not be required to provide unbundled access to Dark Fiber Transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 1.8 of this Attachment.
- 5.8.1.5.3 For purposes of Section 5.8.1.5 above, AT&T shall make available Dark Fiber Transport that was in service for SkyBest in a wire center on the Subsequent Wire Center List as of the thirtieth (30) business day after the date of AT&T's Accessible Letter identifying the Subsequent Wire Center List (Subsequent Embedded Base) until one hundred eighty (180) days after the thirtieth (30th) business day from the date of AT&T's Accessible Letter identifying the Subsequent Wire Center List (Subsequent Transition Period).
- 5.8.1.5.4 The rates set forth in Exhibit B shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.
- 5.8.1.5.5 No later than one hundred eighty (180) days from AT&T's Accessible Letter identifying the Subsequent Wire Center List, SkyBest shall submit an LSR(s) or spreadsheet(s) as applicable, identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other AT&T services.
- 5.8.1.5.6 In the case of disconnection, the applicable disconnect charges set forth in this Agreement shall apply.

- 5.8.1.5.6.1 If SkyBest fails to submit the LSR(s) or spreadsheet(s) for all of its Subsequent Embedded Base by one hundred eighty (180) days after the date of AT&T's Accessible Letter identifying the Subsequent Wire Center List, AT&T will identify SkyBest's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed AT&T service(s).
- 5.8.1.5.6.2 In the states of Florida, Mississippi and South Carolina, those circuits identified and transitioned by AT&T shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed AT&T service as set forth in AT&T's tariffs. In the states of Alabama, Georgia and South Carolina, those circuits identified and transitioned by AT&T shall be subject to the applicable switch-as-is rates set forth in Exhibit A of Attachment 2. In the state of Louisiana, those circuits identified and transitioned by AT&T shall be subject to the full nonrecurring charges for installation of the equivalent tariffed AT&T service as set forth in AT&T's tariffs.
- 5.8.1.5.6.3 For Subsequent Embedded Base circuits converted pursuant to Section 5.8.1.5.5 above or transitioned pursuant to Section 5.8.1.5.6.1 above, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.

5.9 Rearrangements

- 5.9.1 A request to move a working SkyBest Dedicated Transport circuit or a Combination including Dedicated Transport from one connecting facility assignment (CFA) to another CFA in the same AT&T Central Office (Change in CFA), shall not constitute the establishment of new service. The applicable Rearrangement rates for the Change in CFA are set forth in Exhibit A.
- 5.9.2 A request to reterminate one end of a Dedicated Transport facility that is not a Change in CFA and thus results in retermination in a different AT&T Central Office (Retermination) shall constitute disconnection of existing service and the establishment of new service. Disconnect charges and full nonrecurring charges for establishment of service, as set forth in Exhibit A, shall apply.
- 5.9.3 Upon request of SkyBest, AT&T shall project manage the Change in CFA or Retermination of Dedicated Transport and Combinations that include Dedicated Transport as described in Sections 5.9.1 and 5.9.2 above and SkyBest may request OC-TS for such orders.
- 5.9.4 AT&T shall accept a LOA between SkyBest and another carrier that will allow SkyBest, in connection with a Change in CFA or Retermination, to connect Dedicated Transport or a Combination that includes Dedicated Transport, via a CFA, to the other carrier's collocation space or to another carrier's Multiplexer.

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

6.1 911 and E911 Databases

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

- 6.1.2 The ALI/DMS database contains end user information (including name, address, telephone information, and sometimes special information from the local service provider or end user) used to determine to which PSAP to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911. SkyBest will be required to provide the AT&T 911 database vendor daily service order updates to E911 database in accordance with Section 6.2.1 below.
- 6.2 Technical Requirements
- 6.2.1 AT&T's 911 database vendor shall provide SkyBest the capability of providing updates to the ALI/DMS database through a specified electronic interface. SkyBest shall contact AT&T's 911 database vendor directly to request interface. SkyBest shall provide updates directly to AT&T's 911 database vendor on a daily basis. Updates shall be the responsibility of SkyBest and AT&T shall not be liable for the transactions between SkyBest and AT&T's 911 database vendor.
- 6.2.2 It is SkyBest's responsibility to retrieve and confirm statistical data and to correct errors obtained from AT&T's 911 database vendor on a daily basis. All errors will be assigned a unique error code and the description of the error and the corrective action is described in the CLEC Users Guide for Facility Based Providers that is found on the AT&T Wholesale – Southeast Region Web site.
- 6.2.3 SkyBest shall conform to the AT&T standards as described in the CLEC Users Guide to E911 for Facilities Based Providers that is located on the AT&T Wholesale – Southeast Region Web site.
- 6.2.4 Stranded Unlocks are defined as end user records in AT&T's ALI/DMS database that have not been migrated for over ninety (90) days to SkyBest, as a new provider of local service to the end user. Stranded Unlocks are those end user records that have been "unlocked" by the previous local exchange carrier that provided service to the end user and are open for SkyBest to assume responsibility for such records.
- 6.2.4.1 Based upon end user record ownership information available in the NPAC database, AT&T shall provide a Stranded Unlock annual report to SkyBest that reflects all Stranded Unlocks that remain in the ALI/DMS database for over ninety (90) days. SkyBest shall review the Stranded Unlock report, identify its end user records and request to either delete such records or migrate the records to SkyBest within two (2) months following the date of the Stranded Unlock report provided by AT&T. SkyBest shall reimburse AT&T for any charges AT&T's database vendor imposes on AT&T for the deletion of SkyBest's records.
- 6.3 911 PBX Locate Service®. 911 PBX Locate Service is comprised of a database capability and a separate transport component.
- 6.3.1 Description of Product. The transport component provides a dedicated trunk path from a Private Branch Exchange (PBX) switch to the appropriate AT&T 911 tandem.
- 6.3.1.1 The database capability allows SkyBest to offer an E911 service to its PBX end users that identifies to the PSAP the physical location of the SkyBest PBX 911 end user station telephone number for the 911 call that is placed by the end user.

- 6.3.2 SkyBest may order either the database capability or the transport component as desired or SkyBest may order both components of the service.
- 6.3.3 911 PBX Locate Database Capability. SkyBest's end user or SkyBest's end user's database management agent (DMA) must provide the end user PBX station telephone numbers and corresponding address and location data to AT&T's 911 database vendor. The data will be loaded and maintained in AT&T's ALI database.
- 6.3.4 Ordering, provisioning, testing and maintenance shall be provided by SkyBest pursuant to the 911 PBX Locate Marketing Service Description (MSD) that is located on the AT&T Wholesale - Southeast Region Web site.
- 6.3.5 SkyBest's end user, or SkyBest's end user DMA must provide ongoing updates to AT&T's 911 database vendor within a commercially reasonable timeframe of all PBX station telephone number adds, moves and deletions. It will be the responsibility of SkyBest to ensure that the end user or DMA maintain the data pertaining to each end user's extension managed by the 911 PBX Locate Service product. SkyBest should not submit telephone number updates for specific PBX station telephone numbers that are submitted by SkyBest's end user, or SkyBest's end user DMA under the terms of 911 PBX Locate product.
- 6.3.5.1 SkyBest must provision all PBX station numbers in the same LATA as the E911 tandem.
- 6.3.6 SkyBest agrees to release, indemnify, defend and hold harmless AT&T from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by SkyBest's end user or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by SkyBest or others, or for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of PBX Locate Service features or by any services which are or may be furnished by AT&T in connection therewith, including but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing 911 services using 911 PBX Locate Service hereunder, except to the extent caused by AT&T's gross negligence or wilful misconduct. SkyBest is responsible for assuring that its authorized end users comply with the provisions of these terms and that unauthorized persons do not gain access to or use the 911 PBX Locate Service through user names, passwords, or other identifiers assigned to SkyBest's end user or DMA pursuant to these terms. Specifically, SkyBest's end user or DMA must keep and protect from use by any unauthorized individual identifiers, passwords, and any other security token(s) and devices that are provided for access to this product.
- 6.3.7 SkyBest may only use AT&T PBX Locate Service solely for the purpose of validating and correcting 911 related data for SkyBest's end users' telephone numbers for which it has direct management authority.
- 6.3.8 911 PBX Locate Transport Component. The 911 PBX Locate Service transport component requires SkyBest to order a CAMA type dedicated trunk from SkyBest's end user premise to the appropriate AT&T 911 tandem pursuant to the following provisions.

- 6.3.8.1 Except as otherwise set forth below, a minimum of two (2) end user specific, dedicated 911 trunks are required between the SkyBest's end user premise and the AT&T 911 tandem as described in AT&T's TR 73576 and in accordance with the 911 PBX Locate Marketing Service Description located on the AT&T Wholesale – Southeast Region Web site. SkyBest is responsible for connectivity between the end user's PBX and SkyBest's switch or POP location. SkyBest will then order 911 trunks from their switch or POP location to the AT&T 911 tandem. The dedicated trunks shall be, at a minimum, DS0 level trunks configured as part of a digital interface (delivered over a SkyBest purchased DS1 facility that hands off at a DS1 or higher level digital or optical interface). SkyBest is responsible for ensuring that the PBX switch is capable of sending the calling station's Direct Inward Dial (DID) telephone number to the AT&T 911 tandem in a specified Multi-frequency (MF) Address Signaling Protocol. If the PBX switch supports Primary Rate ISDN (PRI) and the calling stations are DID numbers, then the 911 call can be transmitted using PRI, and there will be no requirement for the PBX Locate Transport component.
- 6.3.9 Ordering and Provisioning. SkyBest will submit an Access Service Request (ASR) to AT&T to order a minimum of two (2) end user specific 911 trunks from its switch or POP location to the AT&T 911 tandem.
- 6.3.9.1 Testing and maintenance shall be provided by SkyBest pursuant to the 911 PBX Locate Marketing Service description that is located on the AT&T Wholesale – Southeast Region Web site.
- 6.3.10 Rates. Rates for the 911 PBX Locate Service database component are set forth in Exhibit A. Trunks and facilities for 911 PBX Locate transport component may be ordered by SkyBest pursuant to the terms and conditions set forth in Attachment 3.
- 7 White Pages Listings**
- 7.1 AT&T shall provide SkyBest and its customers access to white pages directory listings under the following terms:
- 7.1.1 Listings. SkyBest shall provide all new, changed and deleted listings on a timely basis and AT&T or its agent will include SkyBest residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories in the geographic areas covered by this Agreement. Directory listings will make no distinction between SkyBest and AT&T customers. SkyBest shall provide listing information in accordance with the procedures set forth in The AT&T Business Rules for Local Ordering found at AT&T's Wholesale – Southeast Region Web site.
- 7.1.2 Unlisted/Non-Published Customers. SkyBest will be required to provide to AT&T the names, addresses and telephone numbers of all SkyBest customers who wish to be omitted from directories. Unlisted/Non-Published listings will be subject to the rates as set forth in AT&T's GSST and shall not be subject to wholesale discount.
- 7.1.3 Inclusion of SkyBest Customers in Directory Assistance Database. AT&T will include and maintain SkyBest customer listings in AT&T's DA databases. SkyBest shall provide such Directory Assistance listings to AT&T at no charge.

- 7.1.4 Listing Information Confidentiality. AT&T will afford SkyBest's directory listing information the same level of confidentiality that AT&T affords its own directory listing information.
- 7.1.5 Additional and Designer Listings. Additional and designer listings will be offered by AT&T at tariffed rates as set forth in AT&T's GSST and shall not be subject to the wholesale discount.
- 7.1.6 Rates. So long as SkyBest provides listing information to AT&T as set forth in Section 7.1.2 above, AT&T shall provide to SkyBest one (1) basic White Pages directory listing per SkyBest customer at no charge other than applicable service order charges as set forth in AT&T's tariffs. Except in the case of a LSR submitted solely to port a number from AT&T, if such listing is requested on the initial LSR associated with the request for services, a single manual service order charge or electronic service order charge, as appropriate, as described in Attachment 6, will apply to both the request for service and the request for the directory listing. Where a subsequent LSR is placed solely to request a directory listing, or is placed to port a number and request a directory listing, separate service order charges as set forth in AT&T's tariffs shall apply, as well as the manual service order charge or the electronic service order charge, as appropriate, as described in Attachment 6.
- 7.2 Directories. AT&T or its agent shall make available White Pages directories to SkyBest customer at no charge or as specified in a separate agreement between SkyBest and AT&T's agent.
- 7.3 Procedures for submitting SkyBest Subscriber Listing Information (SLI) are found in The AT&T Business Rules for Local Ordering found at AT&T's Wholesale – Southeast Region Web site.
- 7.3.1 SkyBest authorizes AT&T to release all SkyBest SLI provided to AT&T by SkyBest to qualifying third parties. Such SkyBest SLI shall be intermingled with AT&T's own customer listings and listings of any other CLEC that has authorized a similar release of SLI.
- 7.3.2 No compensation shall be paid to SkyBest for AT&T's receipt of SkyBest SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent AT&T incurs costs to modify its systems to enable the release of SkyBest's SLI, or costs on an ongoing basis to administer the release of SkyBest SLI, SkyBest shall pay to AT&T its proportionate share of the reasonable costs associated therewith. At any time that costs may be incurred to administer the release of SkyBest's SLI, SkyBest will be notified. If SkyBest does not wish to pay its proportionate share of these reasonable costs, SkyBest may instruct AT&T that it does not wish to release its SLI to independent publishers, and SkyBest shall amend this Agreement accordingly. SkyBest will be liable for all costs incurred until the effective date of the agreement.
- 7.3.3 Neither AT&T nor any agent shall be liable for the content or accuracy of any SLI provided by SkyBest under this Agreement. SkyBest shall indemnify, except to the extent caused by AT&T's gross negligence or willful misconduct, hold harmless and defend AT&T and its agents from and against any damages, losses, liabilities, demands, claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising from AT&T's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate SkyBest listings or use of the SLI provided pursuant to this Agreement. AT&T may forward to SkyBest any complaints received by AT&T relating to the accuracy or quality of SkyBest listings.

- 7.3.4 Listings and subsequent updates will be released consistent with AT&T system changes and/or update scheduling requirements.

UNBUNDLED NETWORK ELEMENTS - Alabama																	
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	SOMECH	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://wholesale.att.com/																	
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																	
	NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the AT&T "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 SOMECH rate listed in this category. Please refer to AT&T'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 SOMECH 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 AT&T.																
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMECH		3.50	0.00	3.50	0.00							
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMAN		15.66	0.00	1.97	0.00							
UNE SERVICE DATE ADVANCEMENT CHARGE																	
	NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.																
	UNE Expedite Charge per Circuit or Line Assignable USOC, per Day			UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDL03, UDL5X, UE3, ULD12, ULD48, ULD01, ULD03, ULD0X, ULD03, ULD51, ULDVX, UNC1X, UNC3X, UNCDX, UNC9X, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA, NTCVG, NTCUD, NTCD1	SDASP		200.00										
ORDER MODIFICATION CHARGE																	
	Order Modification Charge (OMC)						35.13	0.00	0.00	0.00							
	Order Modification Additional Dispatch Charge (OMCAD)						150.00	0.00	0.00	0.00							
UNBUNDLED EXCHANGE ACCESS LOOP																	
2-WIRE ANALOG VOICE GRADE LOOP																	
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	12.58	37.81	17.56	23.49	5.30							
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	21.05	37.81	17.56	23.49	5.30							
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	34.34	37.81	17.56	23.49	5.30							
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEASL	12.58	37.81	17.56	23.49	5.30							
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEASL	21.05	37.81	17.56	23.49	5.30							
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEASL	34.34	37.81	17.56	23.49	5.30							
	Tag Loop at End User Premise			UEANL	URETL		8.93	0.88									
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		34.16	0.00									
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		19.85	19.85									
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		8.15	8.15									
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		18.09										
	Unbundled Non-Design Voice Loop, billing for AT&T providing make-up (Engineering Information - E.I.)			UEANL	UEANM		13.44										
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEANL	UREWO		15.78	8.94	23.49	5.30							
	Bulk Migration, per 2 Wire Voice Loop-SL1			UEANL	UREPN		37.81	17.56	23.49	5.30							
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1			UEANL	UREPM		8.15	8.15									

UNBUNDLED NETWORK ELEMENTS - Alabama																	Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)									
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN				
	2-WIRE Unbundled COPPER LOOP																			
	2-Wire Unbundled Copper Loop - Non-Designed Zone 1		1	UEQ	UEQ2X	11.20	34.14	15.10	21.25	4.15										
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2		2	UEQ	UEQ2X	13.27	34.14	15.10	21.25	4.15										
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3		3	UEQ	UEQ2X	15.07	34.14	15.10	21.25	4.15										
	Tag Loop at End User Premise			UEQ	URETL		8.93	0.88												
	Loop Testing - Basic 1st Half Hour			UEQ	URET1		34.16	0.00												
	Loop Testing - Basic Additional Half Hour			UEQ	URETA		19.85	19.85												
	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		8.15	8.15												
	Unbundled Copper Loop - Non-Designed, billing for AT&T providing make-up (Engineering Information - E.I.)			UEQ	UEQMU		13.44													
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEQ	UREWO		14.27	7.43	21.25	4.15										
	Bulk Migration, per 2 Wire UCL-ND			UEQ	UREPN		34.14	15.10	21.25	4.15										
	Bulk Migration Order Coordination, per 2 Wire UCL-ND			UEQ	UREPM		8.15	8.15												
	UNBUNDLED EXCHANGE ACCESS LOOP																			
	2-WIRE ANALOG VOICE GRADE LOOP																			
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	14.38	88.00	55.00	47.24	7.44										
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	22.85	88.00	55.00	47.24	7.44										
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	36.14	88.00	55.00	47.24	7.44										
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	14.38	88.00	55.00	47.24	7.44										
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	22.85	88.00	55.00	47.24	7.44										
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	36.14	88.00	55.00	47.24	7.44										
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DSO)			UEA	URES1		5.59	5.59												
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet (per DSO)			UEA	URES2		5.59	5.59												
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEA	UREWO		87.72	36.36												
	Loop Tagging - Service Level 2 (SL2)			UEA	URETL		11.21	1.10												
	Bulk Migration, per 2 Wire Voice Loop-SL2			UEA	UREPN		88.00	55.00												
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2			UEA	UREPM		0.00	0.00												
	4-WIRE ANALOG VOICE GRADE LOOP																			
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	25.34	131.97	94.51	59.14	14.50										
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	38.58	131.97	94.51	59.14	14.50										
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	60.02	131.97	94.51	59.14	14.50										
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DSO)			UEA	URES1		5.59	5.59												
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DSO)			UEA	URES2		5.59	5.59												
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEA	UREWO		87.72	36.36												
	2-WIRE ISDN DIGITAL GRADE LOOP																			
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	21.88	117.24	79.77	52.88	10.54										
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	32.85	117.24	79.77	52.88	10.54										
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	48.55	117.24	79.77	52.88	10.54										
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UDN	UREWO		91.63	44.16												
	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																			
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	11.01	110.00	68.00	47.24	7.44										
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	12.73	110.00	68.00	47.24	7.44										
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	14.30	110.00	68.00	47.24	7.44										
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2W	11.01	90.00	57.00	47.24	7.44										
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2W	12.73	90.00	57.00	47.24	7.44										
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2W	14.30	90.00	57.00	47.24	7.44										
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UAL	UREWO		86.20	40.40												
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																			

UNBUNDLED NETWORK ELEMENTS - Alabama												Att: 2 Exh: A								
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l					
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)									
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN				
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	8.74	110.00	68.00	47.24	7.44										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	10.17	110.00	68.00	47.24	7.44										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	11.44	110.00	68.00	47.24	7.44										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	8.74	90.00	57.00	47.24	7.44										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	10.17	90.00	57.00	47.24	7.44										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	11.44	90.00	57.00	47.24	7.44										
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UHL	UREWO		86.14	40.40												
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																				
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	13.95	148.36	68.00	51.70	9.73										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	15.56	148.36	68.00	51.70	9.73										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	15.25	148.36	68.00	51.70	9.73										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	13.95	94.00	57.00	51.70	9.73										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	15.56	94.00	57.00	51.70	9.73										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	15.25	94.00	57.00	51.70	9.73										
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UHL	UREWO		86.14	40.40												
4-WIRE DS1 DIGITAL LOOP																				
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	82.55	252.47	157.54	44.70	11.71										
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	154.18	252.47	157.54	44.70	11.71										
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	314.52	252.47	157.54	44.70	11.71										
	Switch-As-Is Conversion rate per UNE Loop, single LSR, (per DS1)			USL	URES		5.59	5.59												
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL	URES		5.59	5.59												
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			USL	UREWO		101.09	43.05												
4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																				
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	UDL	UDL2X	26.09	126.27	88.80	59.14	14.50										
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	UDL	UDL2X	35.95	126.27	88.80	59.14	14.50										
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	UDL	UDL2X	37.88	126.27	88.80	59.14	14.50										
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	UDL	UDL4X	26.09	126.27	88.80	59.14	14.50										
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	UDL	UDL4X	35.95	126.27	88.80	59.14	14.50										
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	UDL	UDL4X	37.88	126.27	88.80	59.14	14.50										
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	UDL	UDL9X	26.09	126.27	88.80	59.14	14.50										
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	UDL	UDL9X	35.95	126.27	88.80	59.14	14.50										
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	UDL	UDL9X	37.88	126.27	88.80	59.14	14.50										
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	UDL	UDL19	26.09	126.27	88.80	59.14	14.50										
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	UDL	UDL19	35.95	126.27	88.80	59.14	14.50										
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	UDL	UDL19	37.88	126.27	88.80	59.14	14.50										
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	26.09	126.27	88.80	59.14	14.50										
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	35.95	126.27	88.80	59.14	14.50										
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	37.88	126.27	88.80	59.14	14.50										
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	26.09	126.27	88.80	59.14	14.50										
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	35.95	126.27	88.80	59.14	14.50										
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	37.88	126.27	88.80	59.14	14.50										
	Switch-As-Is Conversion rate per UNE Loop, single LSR, (per DS0)			UDL	URES		5.59	5.59												
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UDL	URES		5.59	5.59												
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UDL	UREWO		102.13	49.75												
2-WIRE Unbundled COPPER LOOP																				
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	11.01	112.46	65.30	47.24	7.44										
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	12.73	112.46	65.30	47.24	7.44										

UNBUNDLED NETWORK ELEMENTS - Alabama																	Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)									
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN				
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	14.30	112.46	65.30	47.24	7.44										
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	11.01	91.46	54.30	47.24	7.44										
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	12.73	91.46	54.30	47.24	7.44										
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	14.30	91.46	54.30	47.24	7.44										
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.15	8.15												
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UCL	UREWO		97.23	42.48												
4-WIRE COPPER LOOP																				
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	17.36	135.21	88.05	51.70	9.73										
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	20.76	135.21	88.05	51.70	9.73										
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	28.21	135.21	88.05	51.70	9.73										
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	17.36	114.21	67.05	51.70	9.73										
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	20.76	114.21	67.05	51.70	9.73										
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	28.21	114.21	67.05	51.70	9.73										
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.15	8.15												
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UCL	UREWO		97.23	42.48												
	Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL, USL	OCOSL		18.90													
Rearrangements																				
	EEL to UNE-L Retermination, per 2-Wire Unbundled Voice Loop-SL2			UEA	UREEL		87.72	36.36												
	EEL to UNE-L Retermination, per 4-Wire Unbundled Voice Loop			UEA	UREEL		87.72	36.36												
	EEL to UNE-L Retermination, per 2-Wire ISDN Loop			UDN	UREEL		91.63	44.16												
	EEL to UNE-L Retermination, per 4-Wire Unbundled Digital Loop			UDL	UREEL		102.13	49.75												
	EEL to UNE-L Retermination, per 4-Wire Unbundled DS1 Loop			USL	UREEL		101.09	43.05												
UNE LOOP COMMINGLING																				
2-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING																				
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	NTCVG	UEAL2	14.38	88.00	55.00	47.24	7.44										
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	NTCVG	UEAL2	22.85	88.00	55.00	47.24	7.44										
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	NTCVG	UEAL2	36.14	88.00	55.00	47.24	7.44										
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	NTCVG	UEAR2	14.38	88.00	55.00	47.24	7.44										
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	NTCVG	UEAR2	22.85	88.00	55.00	47.24	7.44										
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	NTCVG	UEAR2	36.14	88.00	55.00	47.24	7.44										
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DSO)			NTCVG	URES		5.59	5.59												
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DSO)			NTCVG	URES		5.59	5.59												
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO		87.72	36.36												
	Loop Tagging - Service Level 2 (SL2)			NTCVG	URETL		11.21	1.10												
4-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING																				
	4-Wire Analog Voice Grade Loop - Zone 1		1	NTCVG	UEAL4	25.34	131.97	94.51	59.14	14.50										
	4-Wire Analog Voice Grade Loop - Zone 2		2	NTCVG	UEAL4	38.58	131.97	94.51	59.14	14.50										
	4-Wire Analog Voice Grade Loop - Zone 3		3	NTCVG	UEAL4	60.02	131.97	94.51	59.14	14.50										
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DSO)			NTCVG	URES		5.59	5.59												
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DSO)			NTCVG	URES		5.59	5.59												
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO		87.72	36.36												
4-WIRE DS1 DIGITAL LOOP - COMMINGLING																				

UNBUNDLED NETWORK ELEMENTS - Alabama																	Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)									
							First	Add'l	First	Add'l	SOMECH	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN				
	4-Wire DS1 Digital Loop - Zone 1		1	NTCD1	USLXX	82.55	252.47	157.54	44.70	11.71										
	4-Wire DS1 Digital Loop - Zone 2		2	NTCD1	USLXX	154.18	252.47	157.54	44.70	11.71										
	4-Wire DS1 Digital Loop - Zone 3		3	NTCD1	USLXX	314.52	252.47	157.54	44.70	11.71										
	Switch-As-Is Conversion rate per UNE Loop, single LSR, (per DS1)			NTCD1	URES		5.59	5.59												
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			NTCD1	URESP		5.59	5.59												
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCD1	UREWO		101.09	43.05												
4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP - COMMINGLING																				
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	NTCUD	UDL2X	26.09	126.27	88.80	59.14	14.50										
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	NTCUD	UDL2X	35.95	126.27	88.80	59.14	14.50										
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	NTCUD	UDL2X	37.88	126.27	88.80	59.14	14.50										
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	NTCUD	UDL4X	26.09	126.27	88.80	59.14	14.50										
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	NTCUD	UDL4X	35.95	126.27	88.80	59.14	14.50										
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	NTCUD	UDL4X	37.88	126.27	88.80	59.14	14.50										
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	NTCUD	UDL9X	26.09	126.27	88.80	59.14	14.50										
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	NTCUD	UDL9X	35.95	126.27	88.80	59.14	14.50										
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	NTCUD	UDL9X	37.88	126.27	88.80	59.14	14.50										
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	NTCUD	UDL19	26.09	126.27	88.80	59.14	14.50										
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	NTCUD	UDL19	35.95	126.27	88.80	59.14	14.50										
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	NTCUD	UDL19	37.88	126.27	88.80	59.14	14.50										
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	NTCUD	UDL56	26.09	126.27	88.80	59.14	14.50										
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	NTCUD	UDL56	35.95	126.27	88.80	59.14	14.50										
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	NTCUD	UDL56	37.88	126.27	88.80	59.14	14.50										
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	NTCUD	UDL64	26.09	126.27	88.80	59.14	14.50										
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	NTCUD	UDL64	35.95	126.27	88.80	59.14	14.50										
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	NTCUD	UDL64	37.88	126.27	88.80	59.14	14.50										
	Switch-As-Is Conversion rate per UNE Loop, single LSR, (per DSO)			NTCUD	URES		5.59	5.59												
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DSO)			NTCUD	URESP		5.59	5.59												
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCUD	UREWO		102.13	49.75												
	Order Coordination for Specified Conversion Time (per LSR)			NTCVG, NTCUD, NTCDD1	OCOSL		18.90													
MAINTENANCE OF SERVICE																				
				UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCDD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLXS, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVBT		80.00	55.00												
	Maintenance of Service Charge, Basic Time, per half hour																			
				UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCDD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLXS, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVOT		90.00	65.00												
	Maintenance of Service Charge, Overtime, per half hour																			

UNBUNDLED NETWORK ELEMENTS - Alabama													Att: 2 Exh: A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)							
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN		
				UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCDD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVPT		100.00	75.00										
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, 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, UEA, UEANL, UEPSR, UEPSB	ULMBT		32.41	32.41										
SUB-LOOPS																		
Sub-Loop Distribution																		
	Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up			UEANL, UEF	USBSA		244.42											
	Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up			UEANL, UEF	USBSB		22.64											
	Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up			UEANL	USBSC		177.45											
	Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up			UEANL	USBSD		55.15											
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN2	11.21	65.80	30.96	45.25	6.70								
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN2	11.94	65.80	30.96	45.25	6.70								
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN2	16.86	65.80	30.96	45.25	6.70								
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.15	8.15										
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	8.46	79.03	44.19	49.71	9.07								
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	16.67	79.03	44.19	49.71	9.07								
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	32.57	79.03	44.19	49.71	9.07								
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.15	8.15										
	Sub-Loop 2-Wire Intrabuilding Network Cable (INC)			UEANL	USBR2	2.27	53.01	18.17	45.25	6.70								
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.15	8.15										
	Sub-Loop 4-Wire Intrabuilding Network Cable (INC)			UEANL	USBR4	5.16	59.25	24.41	49.71	9.07								
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.15	8.15										
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		34.16	0.00										
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		19.85	19.85										
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS2X	6.22	65.80	30.96	45.25	6.70								
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS2X	8.76	65.80	30.96	45.25	6.70								
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS2X	11.27	65.80	30.96	45.25	6.70								
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		8.15	8.15										
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS4X	6.11	79.03	44.19	49.71	9.07								
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS4X	12.61	79.03	44.19	49.71	9.07								
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS4X	15.36	79.03	44.19	49.71	9.07								
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		8.15	8.15										

UNBUNDLED NETWORK ELEMENTS - Alabama												Att: 2 Exh: A								
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l					
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)									
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN				
	Loop Tagging Service Level 1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		8.93	0.88												
	Loop Testing - Basic 1st Half Hour			UEF	URET1		34.16	0.00												
	Loop Testing - Basic Additional Half Hour			UEF	URETA		19.85	19.85												
Unbundled Sub-Loop Modification																				
	Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		175.78	5.10												
	Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		175.78	5.10												
	Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop			UEF	ULMBT		278.20	6.11												
Unbundled Network Terminating Wire (UNTW)																				
	Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.40	30.01													
Network Interface Device (NID)																				
	Network Interface Device (NID) - 1-2 lines			UENTW	UNID12		43.23	28.38												
	Network Interface Device (NID) - 1-6 lines			UENTW	UNID16		63.97	49.11												
	Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		5.87	5.87												
	Network Interface Device Cross Connect - 4W			UENTW	UNDC4		5.87	5.87												
UNE OTHER, PROVISIONING ONLY - NO RATE																				
				UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW, NTCVG, NTCUD, NTCDD1, USL	UNECN	0.00	0.00													
	Unbundled Contact Name, Provisioning Only - no rate			USL, NTCDD1	CCOSF		0.00													
	Unbundled DS1 Loop - Superframe Format Option - no rate			USL, NTCDD1	CCOEF		0.00													
	Unbundled DS1 Loop - Expanded Superframe Format option - no rate			UENTW	UNDBX	0.00	0.00													
	NID - Dispatch and Service Order for NID installation			UENTW	UENCE	0.00	0.00													
	UNTW Circuit Establishment, Provisioning Only - No Rate																			
LOOP MAKE-UP																				
	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		20.00	20.00												
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		21.00	21.00												
	Loop Makeup-With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.59	0.59												
LINE SPLITTING																				
END USER ORDERING-CENTRAL OFFICE BASED																				
	Line Splitting - per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0.61														
	Line Splitting - per line activation AT&T owned - physical			UEPSR UEPSB	UREBP	0.61	37.01	21.19	20.02	9.83										
	Line Splitting - per line activation AT&T owned - virtual			UEPSR UEPSB	UREBV	0.61	37.01	21.19	20.02	9.83										
END USER ORDERING - REMOTE SITE LINE SPLITTING																				
UNBUNDLED EXCHANGE ACCESS LOOP																				
2-WIRE ANALOG VOICE GRADE LOOP																				
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	12.58	37.81	17.56	23.49	5.30										
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	12.58	37.81	17.56	23.49	5.30										
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	21.05	37.81	17.56	23.49	5.30										
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	21.05	37.81	17.56	23.49	5.30										
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	34.34	37.81	17.56	23.49	5.30										
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	34.34	37.81	17.56	23.49	5.30										
PHYSICAL COLLOCATION																				
	Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.03	12.30	11.80	6.03	5.44										
VIRTUAL COLLOCATION																				
	Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0.03	12.30	11.80	6.03	5.44										
UNBUNDLED DEDICATED TRANSPORT																				
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																				
	Interoffice Channel - 2-Wire Voice Grade - per mile			U1TVX	11SXX	0.008838														
	Interoffice Channel - 2-Wire Voice Grade - Facility Termination			U1TVX	U1TV2	21.13	40.54	27.41	16.74	6.90										
	Interoffice Channel - 2-Wire Voice Grade Rev Bat. - per mile			U1TVX	11SXX	0.008838														
	Interoffice Channel - 2-Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	21.13	40.54	27.41	16.74	6.90										

UNBUNDLED NETWORK ELEMENTS - Alabama												Att: 2 Exh: A								
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l					
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)									
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN				
	Interoffice Channel - 4-Wire Voice Grade - per mile			UITVX	1L5XX	0.008838														
	Interoffice Channel - 4- Wire Voice Grade - Facility Termination			UITVX	UITV4	18.73	40.54	27.41	16.74	6.90										
	Interoffice Channel - 56 kbps - per mile			UITDX	1L5XX	0.008838														
	Interoffice Channel - 56 kbps - Facility Termination			UITDX	UITD5	15.12	40.54	27.41	16.74	6.90										
	Interoffice Channel - 64 kbps - per mile			UITDX	1L5XX	0.008838														
	Interoffice Channel - 64 kbps - Facility Termination			UITDX	UITD6	15.12	40.54	27.41	16.74	6.90										
	Interoffice Channel - DS1 - per mile			UITD1	1L5XX	0.18														
	Interoffice Channel - DS1 - Facility Termination			UITD1	UITF1	60.16	89.27	81.81	16.35	14.44										
	Interoffice Channel - DS3 - per mile			UITD3	1L5XX	4.09														
	Interoffice Channel - DS3 - Facility Termination			UITD3	UITF3	703.52	278.75	162.76	60.20	58.46										
	Interoffice Channel - STS-1 - per mile			UITS1	1L5XX	4.09														
	Interoffice Channel - STS-1 - Facility Termination			UITS1	UITFS	701.37	278.75	162.76	60.20	58.46										
UNBUNDLED DARK FIBER - Stand Alone or in Combination																				
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	22.34														
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	UDF14		639.09	137.87	317.06	197.66										
HIGH CAPACITY UNBUNDLED LOCAL LOOP																				
DS-3/STS-1 UNBUNDLED LOCAL LOOP - Stand Alone																				
	DS3 Unbundled Local Loop - per mile			UE3	1L5ND	8.38														
	DS3 Unbundled Local Loop - Facility Termination			UE3	UE3PX	308.08	451.52	263.94	119.49	83.58										
	STS-1 Unbundled Local Loop - per mile			UDLSX	1L5ND	8.38														
	STS-1 Unbundled Local Loop - Facility Termination			UDLSX	UDLS1	319.83	451.52	263.94	119.49	83.58										
ENHANCED EXTENDED LINK (EELS)																				
Network Elements Used in Combinations																				
	2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	14.38	88.00	55.00	47.24	7.44										
	2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	22.85	88.00	55.00	47.24	7.44										
	2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	36.14	88.00	55.00	47.24	7.44										
	4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	25.34	131.97	94.51	59.14	14.50										
	4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	38.58	131.97	94.51	59.14	14.50										
	4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	60.02	131.97	94.51	59.14	14.50										
	2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	21.88	117.24	79.77	52.88	10.54										
	2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	32.85	117.24	79.77	52.88	10.54										
	2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	48.55	117.24	79.77	52.88	10.54										
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	26.09	126.27	88.80	59.14	14.50										
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	35.95	126.27	88.80	59.14	14.50										
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	37.88	126.27	88.80	59.14	14.50										
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	26.09	126.27	88.80	59.14	14.50										
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	35.95	126.27	88.80	59.14	14.50										
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	37.88	126.27	88.80	59.14	14.50										
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	82.55	252.47	157.54	44.70	11.71										
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	154.18	252.47	157.54	44.70	11.71										
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	314.52	252.47	157.54	44.70	11.71										
	DS3 Local Loop in combination - per mile			UNC3X	1L5ND	8.38														
	DS3 Local Loop in combination - Facility Termination			UNC3X	UE3PX	308.08	451.52	263.94	119.49	83.58										
	STS-1 Local Loop in combination - per mile			UNC5X	1L5ND	8.38														
	STS-1 Local Loop in combination - Facility Termination			UNC5X	UDLS1	319.83	451.52	263.94	119.49	83.58										
	Interoffice Channel in combination - 2-wire VG - per mile			UNCVX	1L5XX	0.008838														
	Interoffice Channel in combination - 2-wire VG - Facility Termination			UNCVX	UITV2	21.13	40.54	27.41	16.74	6.90										
	Interoffice Channel in combination - 4-wire VG - per mile			UNCVX	1L5XX	0.008838														
	Interoffice Channel in combination - 4-wire VG - Facility Termination			UNCVX	UITV4	18.73	40.54	27.41	16.74	6.90										
	Interoffice Channel in combination - 4-wire 56 kbps - per mile			UNCDX	1L5XX	0.008838														
	Interoffice Channel in combination - 4-wire 56 kbps - Facility Termination			UNCDX	UITD5	15.12	40.54	27.41	16.74	6.90										
	Interoffice Channel in combination - 4-wire 64 kbps - per mile			UNCDX	1L5XX	0.008838														
	Interoffice Channel in combination - 4-wire 64 kbps - Facility Termination			UNCDX	UITD6	15.12	40.54	27.41	16.74	6.90										
	Interoffice Channel in combination - DS1 - per mile			UNC1X	1L5XX	0.18														
	Interoffice Channel in combination - DS1 Facility Termination			UNC1X	UITF1	60.16	89.27	81.81	16.35	14.44										
	Interoffice Channel in combination - DS3 - per mile			UNC3X	1L5XX	4.09														
	Interoffice Channel in combination - DS3 - Facility Termination			UNC3X	UITF3	703.52	278.75	162.76	60.20	58.46										
	Interoffice Channel in combination - STS-1 - per mile			UNC5X	1L5XX	4.09														
	Interoffice Channel in combination - STS-1 Facility Termination			UNC5X	UITFS	701.37	278.75	162.76	60.20	58.46										
ADDITIONAL NETWORK ELEMENTS																				
Optional Features & Functions:																				
	Clear Channel Capability Extended Frame Option - per DS1	I		UITD1, ULDD1, UNC1X	CCOEF		0.00													

UNBUNDLED NETWORK ELEMENTS - Alabama												Att: 2 Exh: A							
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)								
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN			
	Clear Channel Capability Super FrameOption - per DS1	i		U1TD1, ULDD1, UNC1X	CCOSF		0.00												
	Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	i		ULDD1, U1TD1, UNC1X, USL	NRCCC		184.85	23.81	1.99	0.7741									
	C-bit Parity Option - Subsequent Activity - per DS3	i		U1TD3, ULDD3, UE3, UNC3X	NRCC3		219.13	7.67	0.7355	0.00									
	DS1/DS0 Channel System			UNC1X	MQ1	107.19	91.04	62.57	10.54	9.79									
	DS3/DS1Channel System			UNC3X, UNC3X	MQ3	176.20	178.14	93.97	33.26	31.83									
	Voice Grade COCI in combination			UNCVX	1D1VG	0.56	6.58	4.72											
	Voice Grade COCI - for 2W-SL2 & 4W Voice Grade Local Loop			UEA	1D1VG	0.56	6.58	4.72											
	Voice Grade COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	0.56	6.58	4.72											
	OCU-DP COCI (2.4-64kbs) in combination			UNCDX	1D1DD	2.41	6.58	4.72											
	OCU-DP COCI (2.4-64kbs) - for Unbundled Digital Loop			UDL	1D1DD	2.41	6.58	4.72											
	OCU-DP COCI (2.4-64kbs) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	2.41	6.58	4.72											
	2-wire ISDN COCI (BRITE) in combination			UNCNX	UC1CA	1.19	6.58	4.72											
	2-wire ISDN COCI (BRITE) - for a Local Loop			UDN	UC1CA	1.19	6.58	4.72											
	2-wire ISDN COCI (BRITE) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	1.19	6.58	4.72											
	DS1 COCI in combination			UNC1X	UC1D1	13.47	6.58	4.72											
	DS1 COCI - for Stand Alone Local Channel			ULDD1	UC1D1	13.47	6.58	4.72											
	DS1 COCI - for Stand Alone Interoffice Channel			U1TD1	UC1D1	13.47	6.58	4.72											
	DS1 COCI - for DS1 Local Loop			USL, NTCDD1	UC1D1	13.47	6.58	4.72											
	DS1 COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUA	UC1D1	13.47	6.58	4.72											
	Wholesale - UNE, Switch-As-Is Conversion Charge			UNCVX, UNCDX, UNC1X, UNC3X, UNC3X, UDFCX, XDH1X, HFQC6, XDD2X, XDV6X, XDDFX, XDD4X, HFRST, UNCNX	UNCCC		5.59	5.59											
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, per circuit (LSR)	i		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URES		5.59	5.59											
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, incremental charge per circuit on a spreadsheet	i		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URES		5.59	5.59											
Access to DCS - Customer Reconfiguration (FlexServ)																			
	Customer Reconfiguration Establishment						1.48		1.84										
	DS1 DCS Termination with DS0 Switching					29.46	25.55	19.66	16.63	13.38									
	DS1 DCS Termination with DS1 Switching					9.94	18.47	12.58	12.21	8.96									
	DS3 DCS Termination with DS1 Switching					105.16	25.55	19.66	16.63	13.38									
Node (SynchroNet)																			
	Node per month			UNCDX	UNCNT	15.77													
Service Rearrangements																			
	NRC - Change in Facility Assignment per circuit Service Rearrangement	i		U1TVX, U1TDX, U1TUC, U1TUD, U1TUB, ULDDX, ULDDX, UNCVX, UNCDX, UNC1X	URETD		101.09	43.05											
	NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)	i		U1TVX, U1TDX, U1TUC, U1TUD, U1TUB, ULDDX, ULDDX, UNCVX, UNCDX, UNC1X	URETB		3.16	3.16											
	NRC - Order Coordination Specific Time - Dedicated Transport	i		UNC1X, UNC3X	OCOSR		18.93	18.93											
COMINGLING																			
	Comingling Authorization			UNCVX, UNCDX, UNC1X, UNC3X, UNC3X, U1TD1, U1TD3, U1TS1, UE3, UDLX, U1TVX, U1TDX, U1TUB, ULDDX, ULDD1, ULDD3, ULDS1	CMGAU	0.00	0.00	0.00	0.00	0.00									
Commingled (UNE part of single bandwidth circuit)																			

UNBUNDLED NETWORK ELEMENTS - Alabama																	Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)									
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN				
	Commingled VG COCI			XDV2X	1D1VG	0.53	6.58	4.72												
	Commingled Digital COCI			XDV6X	1D1DD	1.12	6.58	4.72												
	Commingled ISDN COCI			XDD4X	UC1CA	2.41	6.58	4.72												
	Commingled 2-wire VG Interoffice Channel			XDV2X	U1TV2	21.13	40.54	27.41	16.74	6.90										
	Commingled 4-wire VG Interoffice Channel			XDV6X	U1TV4	18.73	40.54	27.41	16.74	6.90										
	Commingled 56kbps Interoffice Channel			XDD4X	U1TD5	15.12	40.54	27.41	16.74	6.90										
	Commingled 64kbps Interoffice Channel			XDD4X	U1TD6	15.12	40.54	27.41	16.74	6.90										
	Commingled VG/DS0 Interoffice Channel Mileage			XDV2X, XDV6X, XDD4X	1L5XX	0.008838														
	Commingled 2-wire Local Loop Zone 1		1	XDV2X	UEAL2	14.38	88.00	55.00	47.24	7.44										
	Commingled 2-wire Local Loop Zone 2		2	XDV2X	UEAL2	22.85	88.00	55.00	47.24	7.44										
	Commingled 2-wire Local Loop Zone 3		3	XDV2X	UEAL2	36.14	88.00	55.00	47.24	7.44										
	Commingled 4-wire Local Loop Zone 1		1	XDV6X	UEAL4	25.34	131.97	94.51	59.14	14.50										
	Commingled 4-wire Local Loop Zone 2		2	XDV6X	UEAL4	38.58	131.97	94.51	59.14	14.50										
	Commingled 4-wire Local Loop Zone 3		3	XDV6X	UEAL4	60.02	131.97	94.51	59.14	14.50										
	Commingled 56kbps Local Loop Zone 1		1	XDD4X	UDL56	26.09	126.27	88.80	59.14	14.50										
	Commingled 56kbps Local Loop Zone 2		2	XDD4X	UDL56	35.95	126.27	88.80	59.14	14.50										
	Commingled 56kbps Local Loop Zone 3		3	XDD4X	UDL56	37.88	126.27	88.80	59.14	14.50										
	Commingled 64kbps Local Loop Zone 1		1	XDD4X	UDL64	26.09	126.27	88.80	59.14	14.50										
	Commingled 64kbps Local Loop Zone 2		2	XDD4X	UDL64	35.95	126.27	88.80	59.14	14.50										
	Commingled 64kbps Local Loop Zone 3		3	XDD4X	UDL64	37.88	126.27	88.80	59.14	14.50										
	Commingled ISDN Local Loop Zone 1		1	XDD4X	U1L2X	21.88	117.24	79.77	52.88	10.54										
	Commingled ISDN Local Loop Zone 2		2	XDD4X	U1L2X	32.85	117.24	79.77	52.88	10.54										
	Commingled ISDN Local Loop Zone 3		3	XDD4X	U1L2X	48.55	117.24	79.77	52.88	10.54										
	Commingled DS1 COCI			XDH1X	UC1D1	12.70	6.58	4.72												
	Commingled DS1 Interoffice Channel			XDH1X	U1TF1	60.16	89.27	81.81	16.35	14.44										
	Commingled DS1 Interoffice Channel Mileage			XDH1X	1L5XX	0.18														
	Commingled DS1/DS0 Channel System			XDH1X	MQ1	101.06	91.04	62.57	10.54	9.79										
	Commingled DS1 Local Loop Zone 1		1	XDH1X	USLXX	82.55	252.47	157.54	44.70	11.71										
	Commingled DS1 Local Loop Zone 2		2	XDH1X	USLXX	154.18	252.47	157.54	44.70	11.71										
	Commingled DS1 Local Loop Zone 3		3	XDH1X	USLXX	314.52	252.47	157.54	44.70	11.71										
	Commingled DS3 Local Loop			HFQC6	UE3PX	308.08	451.52	263.94	119.49	83.58										
	Commingled DS3/STS-1 Local Loop Mileage			HFQC6, HFRST	1L5ND	8.38														
	Commingled STS-1 Local Loop			HFRST	UDLS1	319.83	451.52	263.94	119.49	83.58										
	Commingled DS3/DS1 Channel System			HFQC6	MQ3	166.13	178.14	93.97	33.26	31.83										
	Commingled DS3 Interoffice Channel			HFQC6	U1TF3	703.52	278.75	162.76	60.20	58.46										
	Commingled DS3 Interoffice Channel Mileage			HFQC6	1L5XX	4.09														
	Commingled STS-1 Interoffice Channel			HFRST	U1TFS	701.37	278.75	162.76	60.20	58.46										
	Commingled STS-1 Interoffice Channel Mileage			HFRST	1L5XX	4.09														
	Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	1L5DF	22.34														
	Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	UDF14		639.09	137.87	317.06	197.66										
	UNE to Commingled Conversion Tracking			XDH1X, HFQC6	CMGUN	0.00	0.00	0.00	0.00	0.00										
	SPA to Commingled Conversion Tracking			XDH1X, HFQC6	CMGSP	0.00	0.00	0.00	0.00	0.00										
LNP Query Service																				
	LNP Charge Per query					0.000757														
	LNP Service Establishment Manual						12.52			11.51										
	LNP Service Provisioning with Point Code Establishment						593.49	303.20	268.93	197.74										
911 PBX LOCATE																				
911 PBX LOCATE DATABASE CAPABILITY																				
	Service Establishment per CLEC per End User Account			9PBDC	9PBEU		1,813.00													
	Changes to TN Range or Customer Profile			9PBDC	9PBTN		181.44													
	Per Telephone Number (Monthly)			9PBDC	9PBMM	0.07														
	Change Company (Service Provider) ID			9PBDC	9PBPC		532.60													
	PBX Locate Service Support per CLEC (Monthly)			9PBDC	9PBMR	181.33														
	Service Order Charge			9PBDC	9PBSC		15.66													
911 PBX LOCATE TRANSPORT COMPONENT																				
See Att 3																				
Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.																				

UNBUNDLED NETWORK ELEMENTS - Florida											Att: 2 Exh: A								
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)								
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN			
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://wholesale.att.com/																			
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																			
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the AT&T "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 AT&T'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 AT&T.																			
	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.																			
				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, UDL03, UDL5X, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNC9X, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA, NTCVG, NTCUD, NTCDD1															
	UNE Expedite Charge per Circuit or Line Assignable USOC, per Day				SDASP		200.00												
ORDER MODIFICATION CHARGE																			
	Order Modification Charge (OMC)						26.21	0.00	0.00	0.00									
	Order Modification Additional Dispatch Charge (OMCAD)						150.00	0.00	0.00	0.00									
UNBUNDLED EXCHANGE ACCESS LOOP																			
2-WIRE ANALOG VOICE GRADE LOOP																			
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	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									
	Tag Loop at End User Premise			UEANL	URETL		8.93	0.88											
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		77.09	0.00											
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		33.12	33.12											
	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												
	Unbundled Non-Design Voice Loop, billing for AT&T providing make-up (Engineering Information - E.I.)			UEANL	UEANM		13.49												
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEANL	UREWO		15.78	8.94	25.62	6.57									
	Bulk Migration, per 2 Wire Voice Loop-SL1			UEANL	UREPN		49.57	22.83	25.62	6.57									
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1			UEANL	UREPM		9.00	9.00											

UNBUNDLED NETWORK ELEMENTS - Florida											Att: 2 Exh: A									
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l					
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)									
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN				
2-WIRE Unbundled 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										
	Tag Loop at End User Premise			UEQ	URETL		8.93	0.88												
	Loop Testing - Basic 1st Half Hour			UEQ	URET1		48.65	0.00												
	Loop Testing - Basic Additional Half Hour			UEQ	URETA		23.95	23.95												
	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		9.00	9.00												
	Unbundled Copper Loop - Non-Design, billing for AT&T providing make-up (Engineering Information - E.I.)			UEQ	UEQMU		13.49													
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEQ	UREWO		14.27	7.43	24.88	6.45										
	Bulk Migration, per 2 Wire UCL-ND			UEQ	UREPN		44.98	20.90	24.88	6.45										
	Bulk Migration Order Coordination, per 2 Wire UCL-ND			UEQ	UREPM		9.00	9.00												
UNBUNDLED EXCHANGE ACCESS LOOP																				
2-WIRE ANALOG VOICE GRADE LOOP																				
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	12.24	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										
	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										
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DSO)			UEA	URES1		8.98	8.98												
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DSO)			UEA	URES2		8.98	8.98												
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEA	UREWO		87.71	36.35												
	Loop Tagging - Service Level 2 (SL2)			UEA	URETL		11.21	1.10												
	Bulk Migration, per 2 Wire Voice Loop-SL2			UEA	UREPN		135.75	82.47												
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2			UEA	UREPM		0.00	0.00												
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										
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DSO)			UEA	URES1		8.98	8.98												
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DSO)			UEA	URES2		8.98	8.98												
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			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										
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	48.62	147.69	94.41	62.23	10.71										
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			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										
	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										
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UAL	UREWO		86.19	40.39												
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																				

UNBUNDLED NETWORK ELEMENTS - Florida																	Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)									
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN				
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	7.22	159.09	113.41	75.05	15.63										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	10.26	159.09	113.41	75.05	15.63										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	18.21	159.09	113.41	75.05	15.63										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	7.22	134.40	80.69	60.64	9.12										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	10.26	134.40	80.69	60.64	9.12										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	18.21	134.40	80.69	60.64	9.12										
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UHL	UREWO		86.12	40.39												
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																				
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	10.86	193.31	138.98	77.15	12.61										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	15.44	193.31	138.98	77.15	12.61										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	27.39	193.31	138.98	77.15	12.61										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	10.86	168.62	115.47	62.74	11.22										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	15.44	168.62	115.47	62.74	11.22										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	27.39	168.62	115.47	62.74	11.22										
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			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										
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			USL	URES		8.98	8.98												
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL	URESP		8.98	8.98												
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			USL	UREWO		101.07	43.04												
4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																				
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	UDL	UDL2X	22.20	161.56	108.85	67.08	15.56										
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	UDL	UDL2X	31.56	161.56	108.85	67.08	15.56										
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	UDL	UDL2X	55.99	161.56	108.85	67.08	15.56										
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	UDL	UDL4X	22.20	161.56	108.85	67.08	15.56										
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	UDL	UDL4X	31.56	161.56	108.85	67.08	15.56										
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	UDL	UDL4X	55.99	161.56	108.85	67.08	15.56										
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	UDL	UDL9X	22.20	161.56	108.85	67.08	15.56										
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	UDL	UDL9X	31.56	161.56	108.85	67.08	15.56										
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	UDL	UDL9X	55.99	161.56	108.85	67.08	15.56										
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	UDL	UDL19	22.20	161.56	108.85	67.08	15.56										
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	UDL	UDL19	31.56	161.56	108.85	67.08	15.56										
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		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										
	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										
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UDL	URES		8.98	8.98												
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UDL	URESP		8.98	8.98												
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			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										

UNBUNDLED NETWORK ELEMENTS - Florida												Att: 2 Exh: A							
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)								
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN			
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	20.94	148.50	102.82	75.05	15.63									
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	8.30	123.81	70.09	60.64	9.12									
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	11.80	123.81	70.09	60.64	9.12									
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	20.94	123.81	70.09	60.64	9.12									
	CLEC to CLEC Conversion Charge without outside dispatch (UCL Des)			UCL	UREWO		97.21	42.47											
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UCL	UCLMC		9.00	9.00											
4-WIRE COPPER LOOP																			
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	11.83	177.87	132.76	77.15	17.73									
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	16.81	177.87	132.76	77.15	17.73									
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	29.82	177.87	132.76	77.15	17.73									
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	11.83	153.18	100.03	62.74	11.22									
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	16.81	153.18	100.03	62.74	11.22									
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	29.82	153.18	100.03	62.74	11.22									
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00											
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UCL	UREWO		97.21	42.47											
	Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL, USL	OCOSL		23.02												
Rearrangements																			
	EEL to UNE-L Retermination, per 2-Wire Unbundled Voice Loop-SL2			UEA	UREEL		87.71	36.35											
	EEL to UNE-L Retermination, per 4-Wire Unbundled Voice Loop			UEA	UREEL		87.71	36.35											
	EEL to UNE-L Retermination, per 2-Wire ISDN Loop			UDN	UREEL		91.61	44.15											
	EEL to UNE-L Retermination, per 4-Wire Unbundled Digital Loop			UDL	UREEL		102.11	49.74											
	EEL to UNE-L Retermination, per 4-Wire Unbundled DS1 Loop			USL	UREEL		101.07	43.04											
UNE LOOP COMMINGLING																			
2-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING																			
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	NTCVG	UEAL2	12.24	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	NTCVG	UEAL2	17.40	135.75	82.47	63.53	12.01									
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	NTCVG	UEAL2	30.87	135.75	82.47	63.53	12.01									
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	NTCVG	UEAR2	12.24	135.75	82.47	63.53	12.01									
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	NTCVG	UEAR2	17.40	135.75	82.47	63.53	12.01									
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	NTCVG	UEAR2	30.87	135.75	82.47	63.53	12.01									
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DSO)			NTCVG	URES		8.98	8.98											
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DSO)			NTCVG	URES		8.98	8.98											
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO		87.71	36.35											
	Loop Tagging - Service Level 2 (SL2)			NTCVG	URETL		11.21	1.10											
4-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING																			
	4-Wire Analog Voice Grade Loop - Zone 1		1	NTCVG	UEAL4	18.89	167.86	115.15	67.08	15.56									
	4-Wire Analog Voice Grade Loop - Zone 2		2	NTCVG	UEAL4	26.84	167.86	115.15	67.08	15.56									
	4-Wire Analog Voice Grade Loop - Zone 3		3	NTCVG	UEAL4	47.62	167.86	115.15	67.08	15.56									
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DSO)			NTCVG	URES		8.98	8.98											
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DSO)			NTCVG	URES		8.98	8.98											
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO		87.71	36.35											

UNBUNDLED NETWORK ELEMENTS - Florida																
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates(\$)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4-WIRE DS1 DIGITAL LOOP - COMMINGLING															
	4-Wire DS1 Digital Loop - Zone 1		1	NTCD1	USLXX	70.74	313.75	181.48	61.22	13.53						
	4-Wire DS1 Digital Loop - Zone 2		2	NTCD1	USLXX	100.54	313.75	181.48	61.22	13.53						
	4-Wire DS1 Digital Loop - Zone 3		3	NTCD1	USLXX	178.39	313.75	181.48	61.22	13.53						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			NTCD1	URES		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			NTCD1	URES		8.98	8.98								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCD1	UREWO		101.07	43.04								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP - COMMINGLING															
	3 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	NTCUD	UDL2X	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	NTCUD	UDL2X	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	NTCUD	UDL2X	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	NTCUD	UDL4X	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	NTCUD	UDL4X	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	NTCUD	UDL4X	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	NTCUD	UDL9X	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	NTCUD	UDL9X	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	NTCUD	UDL9X	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	NTCUD	UDL19	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	NTCUD	UDL19	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	NTCUD	UDL19	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	NTCUD	UDL56	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	NTCUD	UDL56	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	NTCUD	UDL56	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	NTCUD	UDL64	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	NTCUD	UDL64	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	NTCUD	UDL64	55.99	161.56	108.85	67.08	15.56						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DSO)			NTCUD	URES		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DSO)			NTCUD	URES		8.98	8.98								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCUD	UREWO		102.11	49.74								
	Order Coordination for Specified Conversion Time (per LSR)			NTCVG, NTCUD, NTCUD1	OCOSL		23.02									
MAINTENANCE OF SERVICE																
				UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCUD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVBT		80.00	55.00								
	Maintenance of Service Charge, Basic Time, per half hour															
				UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCUD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVOT		90.00	65.00								
	Maintenance of Service Charge, Overtime, per half hour															

UNBUNDLED NETWORK ELEMENTS - Florida														Att: 2 Exh: A						
CATEGORY	RATE ELEMENTS			Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)							
									First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN		
						UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCDD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVPT		100.00	75.00										
						Maintenance of Service Charge, Premium, per half hour														
LOOP MODIFICATION																				
						Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft, per Unbundled Loop														
						Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft, per Unbundled Loop														
						Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop														
SUB-LOOPS																				
Sub-Loop Distribution																				
						Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up														
						UEANL, UEF	USBSA		487.23											
						Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up														
						UEANL, UEF	USBSB		6.25											
						Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up														
						UEANL	USBSC		169.25											
						Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up														
						UEANL	USBSD		38.65											
						Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1														
						1	UEANL	USBN2	6.46	60.19	21.78	47.50	5.26							
						Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2														
						2	UEANL	USBN2	9.18	60.19	21.78	47.50	5.26							
						Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3														
						3	UEANL	USBN2	16.29	60.19	21.78	47.50	5.26							
						Order Coordination for Unbundled Sub-Loops, per sub-loop pair														
						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														
						Sub-Loop 2-Wire Intrabuilding Network Cable (INC)														
						UEANL	USBR2	3.96	51.84	13.44	47.50	5.26								
						Order Coordination for Unbundled Sub-Loops, per sub-loop pair														
						Sub-Loop 4-Wire Intrabuilding Network Cable (INC)														
						UEANL	USBR4	9.37	55.91	17.51	49.71	6.60								
						Order Coordination for Unbundled Sub-Loops, per sub-loop pair														
						UEANL	USBMC		9.00	9.00										
						Loop Testing - Basic 1st Half Hour														
						UEANL	URET1		77.09	0.00										
						Loop Testing - Basic Additional Half Hour														
						UEANL	URETA		33.12	33.12										
						2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1														
						1	UEF	UCS2X	5.15	60.19	21.78	47.50	5.26							
						2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2														
						2	UEF	UCS2X	7.31	60.19	21.78	47.50	5.26							
						2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3														
						3	UEF	UCS2X	12.98	60.19	21.78	47.50	5.26							
						Order Coordination for Unbundled Sub-Loops, per sub-loop pair														
						UEF	USBMC		9.00	9.00										
						4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1														
						1	UEF	UCS4X	5.36	68.83	30.42	49.71	6.60							
						4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2														
						2	UEF	UCS4X	7.61	68.83	30.42	49.71	6.60							
						4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3														
						3	UEF	UCS4X	13.51	68.83	30.42	49.71	6.60							
						Order Coordination for Unbundled Sub-Loops, per sub-loop pair														
						UEF	USBMC		9.00	9.00										

UNBUNDLED NETWORK ELEMENTS - Florida											Att: 2 Exh: A									
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l					
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)									
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN				
	Loop Tagging Service Level 1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		8.93	0.88												
	Loop Testing - Basic 1st Half Hour			UEF	URET1		48.65	0.00												
	Loop Testing - Basic Additional Half Hour			UEF	URETA		23.95	23.95												
Unbundled Sub-Loop Modification																				
	Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		10.11	10.11												
	Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		10.11	10.11												
	Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop			UEF	ULMBT		15.58	15.58												
Unbundled Network Terminating Wire (UNTW)																				
	Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.4572	18.02													
Network Interface Device (NID)																				
	Network Interface Device (NID) - 1-2 lines			UENTW	UND12		71.49	48.87												
	Network Interface Device (NID) - 1-6 lines			UENTW	UND16		113.89	89.07												
	Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		7.63	7.63												
	Network Interface Device Cross Connect - 4W			UENTW	UNDC4		7.63	7.63												
UNE OTHER, PROVISIONING ONLY - NO RATE																				
				UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW, NTCVG, NTCUD, NTCDD1, USL	UNECN	0.00	0.00													
	Unbundled Contact Name, Provisioning Only - no rate																			
	Unbundled DS1 Loop - Superframe Format Option - no rate			USL, NTCDD1	CCOSF		0.00													
	Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL, NTCDD1	CCOEF		0.00													
	NID - Dispatch and Service Order for NID installation			UENTW	UNDBX	0.00	0.00													
	UNTW Circuit Establishment, Provisioning Only - No Rate			UENTW	UENCE	0.00	0.00													
LOOP MAKE-UP																				
	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		52.17	52.17												
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		55.07	55.07												
	Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.6784	0.6784												
LINE SPLITTING																				
END USER ORDERING-CENTRAL OFFICE BASED																				
	Line Splitting - per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0.61														
	Line Splitting - per line activation AT&T owned - physical			UEPSR UEPSB	UREBP	0.61	29.68	21.28	19.57	9.61										
	Line Splitting - per line activation AT&T owned - virtual			UEPSR UEPSB	UREBV	1.134	29.68	21.28	19.57	9.61										
END USER ORDERING - REMOTE SITE LINE SPLITTING																				
UNBUNDLED EXCHANGE ACCESS LOOP																				
2-WIRE ANALOG VOICE GRADE LOOP																				
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	10.69	49.57	22.83	25.62	6.57										
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	10.69	49.57	22.83	25.62	6.57										
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	15.20	49.57	22.83	25.62	6.57										
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	15.20	49.57	22.83	25.62	6.57										
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	26.97	49.57	22.83	25.62	6.57										
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	26.97	49.57	22.83	25.62	6.57										
PHYSICAL COLLOCATION																				
	Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.0276	8.22	7.22	5.74	4.58										
VIRTUAL COLLOCATION																				
	Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0.0502	11.57	11.57	0.00	0.00										
UNBUNDLED DEDICATED TRANSPORT																				
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																				
	Interoffice Channel - 2-Wire Voice Grade - per mile			U1TVX	1L5XX	0.0091														
	Interoffice Channel - 2-Wire Voice Grade - Facility Termination			U1TVX	U1TV2	25.32	47.35	31.78	18.31	7.03										
	Interoffice Channel - 2-Wire Voice Grade Rev Bat. - per mile			U1TVX	1L5XX	0.0091														
	Interoffice Channel - 4-Wire Voice Grade - per mile			U1TVX	1L5XX	0.0091														

UNBUNDLED NETWORK ELEMENTS - Florida																	Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)									
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN				
	Interoffice Channel - 4- Wire Voice Grade - Facility Termination			U1TVX	U1TV4	22.58	47.35	31.78	18.31	7.03										
	Interoffice Channel - 56 kbps - per mile			U1TDX	1L5XX	0.0091														
	Interoffice Channel - 56 kbps - Facility Termination			U1TDX	U1TD5	18.44	47.35	31.78	18.31	7.03										
	Interoffice Channel - 64 kbps - per mile			U1TDX	1L5XX	0.0091														
	Interoffice Channel - 64 kbps - Facility Termination			U1TDX	U1TD6	18.44	47.35	31.78	18.31	7.03										
	Interoffice Channel - DS1 - per mile			U1TD1	1L5XX	0.1856														
	Interoffice Channel - DS1 - Facility Termination			U1TD1	U1TF1	88.44	105.54	98.47	21.47	19.05										
	Interoffice Channel - DS3 - per mile			U1TD3	1L5XX	3.87														
	Interoffice Channel - DS3 - Facility Termination			U1TD3	U1TF3	1,071.00	335.46	219.28	72.03	70.56										
	Interoffice Channel - STS-1 - per mile			U1TS1	1L5XX	3.87														
	Interoffice Channel - STS-1 - Facility Termination			U1TS1	U1TFS	1,056.00	335.46	219.28	72.03	70.56										
UNBUNDLED DARK FIBER - Stand Alone or in Combination																				
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	26.85														
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	UDF14		751.34	193.88												
HIGH CAPACITY UNBUNDLED LOCAL LOOP																				
DS-3/STS-1 UNBUNDLED LOCAL LOOP - Stand Alone																				
	DS3 Unbundled Local Loop - per mile			UE3	1L5ND	10.92														
	DS3 Unbundled Local Loop - Facility Termination			UE3	UE3PX	386.88	556.37	343.01	139.13	96.84										
	STS-1 Unbundled Local Loop - per mile			UDLSX	1L5ND	10.92														
	STS-1 Unbundled Local Loop - Facility Termination			UDLSX	UDLS1	426.60	556.37	343.01	139.13	96.84										
ENHANCED EXTENDED LINK (EELS)																				
Network Elements Used in Combinations																				
	2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	12.24	127.59	60.54	48.00	6.31										
	2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	17.40	127.59	60.54	48.00	6.31										
	2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	30.87	127.59	60.54	48.00	6.31										
	4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	18.89	127.59	60.54	48.00	6.31										
	4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	26.84	127.59	60.54	48.00	6.31										
	4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	47.62	127.59	60.54	48.00	6.31										
	2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	19.28	127.59	60.54	48.00	6.31										
	2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	27.40	127.59	60.54	48.00	6.31										
	2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	48.62	127.59	60.54	48.00	6.31										
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	22.20	127.59	60.54	48.00	6.31										
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	31.56	127.59	60.54	48.00	6.31										
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	55.99	127.59	60.54	48.00	6.31										
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	22.20	127.59	60.54	48.00	6.31										
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	31.56	127.59	60.54	48.00	6.31										
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	55.99	127.59	60.54	48.00	6.31										
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	70.74	217.75	121.62	51.44	14.45										
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	100.54	217.75	121.62	51.44	14.45										
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	178.39	217.75	121.62	51.44	14.45										
	DS3 Local Loop in combination - per mile			UNC3X	1L5ND	10.92														
	DS3 Local Loop in combination - Facility Termination			UNC3X	UE3PX	386.88	244.42	154.73	67.10	26.27										
	STS-1 Local Loop in combination - per mile			UNC3X	1L5ND	10.92														
	STS-1 Local Loop in combination - Facility Termination			UNC3X	UDLS1	426.60	244.42	154.73	67.10	26.27										
	Interoffice Channel in combination - 2-wire VG - per mile			UNCVX	1L5XX	0.0091														
	Interoffice Channel in combination - 2-wire VG - Facility Termination			UNCVX	U1TV2	25.32	94.70	52.59	45.28	18.03										
	Interoffice Channel in combination - 4-wire VG - per mile			UNCVX	1L5XX	0.0091														
	Interoffice Channel in combination - 4-wire VG - Facility Termination			UNCVX	U1TV4	22.58	94.70	52.59	45.28	18.03										
	Interoffice Channel in combination - 4-wire 56 kbps - per mile			UNCDX	1L5XX	0.0091														
	Interoffice Channel in combination - 4-wire 56 kbps - Facility Termination			UNCDX	U1TD5	18.44	94.70	52.59	45.28	18.03										
	Interoffice Channel in combination - 4-wire 64 kbps - per mile			UNCDX	1L5XX	0.0091														
	Interoffice Channel in combination - 4-wire 64 kbps - Facility Termination			UNCDX	U1TD6	18.44	94.70	52.59	45.28	18.03										
	Interoffice Channel in combination - DS1 - per mile			UNC1X	1L5XX	0.1856														
	Interoffice Channel in combination - DS1 Facility Termination			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95										
	Interoffice Channel in combination - DS3 - per mile			UNC3X	1L5XX	3.87														
	Interoffice Channel in combination - DS3 - Facility Termination			UNC3X	U1TF3	1,071.00	320.00	138.20	38.60	18.81										
	Interoffice Channel in combination - STS-1 - per mile			UNC3X	1L5XX	3.87														
	Interoffice Channel in combination - STS-1 Facility Termination			UNC3X	U1TFS	1,056.00	320.00	138.20	38.60	18.81										
ADDITIONAL NETWORK ELEMENTS																				
Optional Features & Functions:																				
	Clear Channel Capability Extended Frame Option - per DS1	I		U1TD1, ULD01, UNC1X	CCOEF		0.00													

UNBUNDLED NETWORK ELEMENTS - Florida												Att: 2 Exh: A						
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)							
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN		
				U1TD1, ULDD1, UNC1X	CCOSF		0.00											
	Clear Channel Capability Super FrameOption - per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC		184.92	23.82	2.07	0.80								
	Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	I		U1TD3, ULDD3, UE3, UNC3X	NRCC3		219.09	7.67	0.773	0.00								
	C-bit Parity Option - Subsequent Activity - per DS3	i		UNC1X	MQ1	146.77	57.28	14.74	1.50	1.34								
	DS1/DS0 Channel System			UNC3X, UNC5X	MQ3	211.19	115.60	56.54	12.16	4.26								
	DS3/DS1Channel System			UNCVX	1D1VG	1.38	6.71	4.84										
	Voice Grade COCI in combination			UEA	1D1VG	1.38	6.71	4.84	0.00	0.00								
	Voice Grade COCI - for 2W-SL2 & 4W Voice Grade Local Loop			U1TUC	1D1VG	1.38	6.71	4.84	0.00	0.00								
	Voice Grade COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			UNCDX	1D1DD	2.10	6.71	4.84	0.00	0.00								
	Channel in the same SWC as collocation			UDL	1D1DD	2.10	6.71	4.84	0.00	0.00								
	OCU-DP COCI (2.4-64kbs) in combination			U1TUD	1D1DD	2.10	6.71	4.84	0.00	0.00								
	OCU-DP COCI (2.4-64kbs) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			UNCNX	UC1CA	3.66	6.71	4.84	0.00	0.00								
	OCU-DP COCI (2.4-64kbs) - for Unbundled Digital Loop			UDN	UC1CA	3.66	6.71	4.84	0.00	0.00								
	OCU-DP COCI (2.4-64kbs) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	3.66	6.71	4.84	0.00	0.00								
	2-wire ISDN COCI (BRITE) in combination			UNC1X	UC1D1	13.76	6.71	4.84	0.00	0.00								
	2-wire ISDN COCI (BRITE) - for a Local Loop			ULDD1	UC1D1	13.76	6.71	4.84	0.00	0.00								
	2-wire ISDN COCI (BRITE) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TD1	UC1D1	13.76	6.71	4.84	0.00	0.00								
	DS1 COCI in combination			USL, NTCDD1	UC1D1	13.76	6.71	4.84	0.00	0.00								
	DS1 COCI - for Stand Alone Local Channel			U1TUA	UC1D1	13.76	6.71	4.84	0.00	0.00								
	DS1 COCI - for Stand Alone Interoffice Channel			UNCVX, UNCDX, UNC1X, UNC3X, UNC5X, UDFCX, XDH1X, HFQC6, XDD2X, XDV6X, XDDFX, XDD4X, HFRST, UNCNX	UNCCC		8.98	8.98										
	DS1 COCI - for DS1 Local Loop			U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URES		8.98	8.98										
	DS1 COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESP		8.98	8.98										
Access to DCS - Customer Reconfiguration (FlexServ)																		
	Customer Reconfiguration Establishment						1.63		1.63									
	DS1 DCS Termination with DS0 Switching					27.39	32.89	23.58	16.96	12.77								
	DS1 DCS Termination with DS1 Switching					11.70	25.07	15.76	13.05	8.86								
	DS3 DCS Termination with DS1 Switching					146.81	32.89	23.58	16.96	12.77								
Node (SynchroNet)																		
	Node per month			UNCDX	UNCNT	16.35												
Service Rearrangements																		
	NRC - Change in Facility Assignment per circuit Service Rearrangement	I		U1TVX, U1TDX, U1TUC, U1TUD, U1TUB, ULDDX, ULDDX, UNCVX, UNCDX, UNC1X	URETD		101.07	43.04										
	NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)	I		U1TVX, U1TDX, U1TUC, U1TUD, U1TUB, ULDDX, ULDDX, UNCVX, UNCDX, UNC1X	URETB		3.67	3.67										
	NRC - Order Coordination Specific Time - Dedicated Transport	I		UNC1X, UNC3X	OCOSR		18.90	18.90										
COMMINGLING																		
	Commingling Authorization			UNCVX, UNCDX, UNC1X, UNC3X, UNC5X, U1TD1, U1TD3, U1TS1, UE3, UDLX, U1TVX, U1TDX, U1TUB, ULDDX, ULDD1, ULDD3, ULDS1	CMGAU	0.00	0.00	0.00	0.00	0.00								
Commingled (UNE part of single bandwidth circuit)																		

UNBUNDLED NETWORK ELEMENTS - Florida

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								

UNBUNDLED NETWORK ELEMENTS - Georgia											Att: 2 Exh: A							
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l			
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)							
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN		
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://wholesale.att.com/																		
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																		
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the AT&T "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 AT&T'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 AT&T.																		
	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		11.71	0.00	6.13	0.00								
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only Per First 1000 Orders Per Month			SSOSS	SOMGA	0.00												
UNE SERVICE DATE ADVANCEMENT CHARGE																		
NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.																		
	UNE Expedite Charge per Circuit or Line Assignable USOC, per Day			UAL, UEANL, UCL, UEF, UDC, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, UIT12, UIT48, UITD1, UITD3, UITDX, UITO3, UITTS1, UITVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDL03, UDLX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULVDX, UNC1X, UNC3X, UNCDX, UNC1X, UNC3X, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA, NTCVG, NTCUD, NTCDD1	SDASP	200.00												
ORDER MODIFICATION CHARGE																		
	Order Modification Charge (OMC)						26.21	0.00	0.00	0.00								
	Order Modification Additional Dispatch Charge (OMCAD)						150.00	0.00	0.00	0.00								
UNBUNDLED EXCHANGE ACCESS LOOP																		
2-WIRE ANALOG VOICE GRADE LOOP																		
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	12.08	39.98	9.98	5.61	1.72								
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	17.43	39.98	9.98	5.61	1.72								
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	35.09	39.98	9.98	5.61	1.72								
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEASL	12.08	39.98	9.98	5.61	1.72								
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEASL	17.43	39.98	9.98	5.61	1.72								
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEASL	35.09	39.98	9.98	5.61	1.72								
	Tag Loop at End User Premise			UEANL	URETL		8.92	0.88										
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		26.64	0.00										
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		15.15	15.15										
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		18.90	18.90	5.61	1.72								
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		57.73											
	Unbundled Non-Design Voice Loop, billing for AT&T providing make-up (Engineering Information - E.I.)			UEANL	UEANM		7.29	7.29										

UNBUNDLED NETWORK ELEMENTS - Georgia											Att: 2 Exh: A								
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)								
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN			
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEANL	UREWO		15.75	8.92	5.61	1.72									
	Bulk Migration, per 2 Wire Voice Loop-SL1			UEANL	UREPN		39.98	9.98	5.61	1.72									
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1			UEANL	UREPM		18.90	18.90											
2-WIRE UNBUNDLED COPPER LOOP - NON-DESIGNED																			
	2 Wire Unbundled Copper Loop Non-Designed- Zone 1		1	UEQ	UEQ2X	11.02	44.69	22.40											
	2 Wire Unbundled Copper Loop Non-Designed- Zone 2		2	UEQ	UEQ2X	12.72	44.69	22.40											
	2 Wire Unbundled Copper Loop Non-Designed- Zone 3		3	UEQ	UEQ2X	20.22	44.69	22.40											
	Tag Loop at End User Premise			UEQ	URETL		8.92	0.88											
	Loop Testing - Basic 1st Half Hour			UEQ	URET1		26.64	0.00											
	Loop Testing - Basic Additional Half Hour			UEQ	URETA		15.15	15.15											
	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		18.90	18.90											
	Unbundled Copper Loop - Non-Design, billing for AT&T providing make-up (Engineering Information - E.I.)			UEQ	UEQMU		7.29	7.29											
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEQ	UREWO		14.25	7.42											
	Bulk Migration, per 2 Wire UCL-ND			UEQ	UREPN		44.69	22.40											
	Bulk Migration Order Coordination, per 2 Wire UCL-ND			UEQ	UREPM		18.90	18.90											
UNBUNDLED EXCHANGE ACCESS LOOP																			
2-WIRE ANALOG VOICE GRADE LOOP																			
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	13.32	79.78	24.62	18.90	7.86									
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	18.66	79.78	24.62	18.90	7.86									
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	36.33	79.78	24.62	18.90	7.86									
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	13.32	79.78	24.62	18.90	7.86									
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	18.66	79.78	24.62	18.90	7.86									
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	36.33	79.78	24.62	18.90	7.86									
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DSO)			UEA	URES1		6.54	6.54											
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DSO)			UEA	URES1		6.54	6.54											
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEA	UREWO		87.72	36.36											
	Loop Tagging - Service Level 2 (SL2)			UEA	URETL		11.19	1.10											
	Bulk Migration, per 2 Wire Voice Loop-SL2			UEA	UREPN		79.78	24.62											
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2			UEA	UREPM		0.00	0.00											
4-WIRE ANALOG VOICE GRADE LOOP																			
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	21.04	92.92	28.14	19.50	8.12									
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	24.49	92.92	28.14	19.50	8.12									
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	33.40	92.92	28.14	19.50	8.12									
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DSO)			UEA	URES1		6.54	6.54											
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DSO)			UEA	URES1		6.54	6.54											
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEA	UREWO		87.72	36.36											
2-WIRE ISDN DIGITAL GRADE LOOP																			
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	21.89	180.06	35.25	18.23	6.97									
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	25.27	180.06	35.25	18.23	6.97									
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	40.17	180.06	35.25	18.23	6.97									
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UDN	UREWO		120.98	33.04											
2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																			
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	11.23	44.69	31.55	0.00	0.00									
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	12.97	44.69	31.55	0.00	0.00									
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	20.62	44.69	31.55	0.00	0.00									
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2W	11.23	44.69	31.55	0.00	0.00									
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2W	12.97	44.69	31.55	0.00	0.00									

UNBUNDLED NETWORK ELEMENTS - Georgia														Att: 2 Exh: A							
CATEGORY	RATE ELEMENTS			Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)								
									First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN			
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 3		3	UAL	UAL2W	20.62		44.69	31.55	0.00	0.00									
		Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UAL	UREWO			44.69	29.29											
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																					
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	7.88		44.69	31.55	0.00	0.00									
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	9.09		44.69	31.55	0.00	0.00									
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	14.48		44.69	31.55	0.00	0.00									
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	7.88		44.69	31.55	0.00	0.00									
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	9.09		44.69	31.55	0.00	0.00									
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	14.48		44.69	31.55	0.00	0.00									
		Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UHL	UREWO			44.69	31.55											
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																					
		4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	10.39		44.69	31.55	0.00	0.00									
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	12.00		44.69	31.55	0.00	0.00									
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	19.07		44.69	31.55	0.00	0.00									
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	10.39		44.69	31.55	0.00	0.00									
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	12.00		44.69	31.55	0.00	0.00									
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	19.07		44.69	31.55	0.00	0.00									
		Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UHL	UREWO			44.69	31.55											
4-WIRE DS1 DIGITAL LOOP																					
		4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	49.41		211.72	72.42	38.20	7.19									
		4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	52.55		211.72	72.42	38.20	7.19									
		4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	68.40		211.72	72.42	38.20	7.19									
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			USL	URES			6.54	6.54											
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL	URES			6.54	6.54											
		Unbundled Loop Service Rearrangement, change in loop facility, per circuit			USL	UREWO			100.91	42.97											
4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																					
		4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	UDL	UDL2X	25.81		196.47	36.96	18.80	7.19									
		4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	UDL	UDL2X	31.54		196.47	36.96	18.80	7.19									
		4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	UDL	UDL2X	42.38		196.47	36.96	18.80	7.19									
		4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	UDL	UDL4X	25.81		196.47	36.96	18.80	7.19									
		4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	UDL	UDL4X	31.54		196.47	36.96	18.80	7.19									
		4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	UDL	UDL4X	42.38		196.47	36.96	18.80	7.19									
		4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	UDL	UDL9X	25.81		196.47	36.96	18.80	7.19									
		4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	UDL	UDL9X	31.54		196.47	36.96	18.80	7.19									
		4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	UDL	UDL9X	42.38		196.47	36.96	18.80	7.19									
		4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	UDL	UDL19	25.81		196.47	36.96	18.80	7.19									
		4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	UDL	UDL19	31.54		196.47	36.96	18.80	7.19									
		4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	UDL	UDL19	42.38		196.47	36.96	18.80	7.19									
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	25.81		196.47	36.96	18.80	7.19									
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	31.54		196.47	36.96	18.80	7.19									
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	42.38		196.47	36.96	18.80	7.19									
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	25.81		196.47	36.96	18.80	7.19									
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	31.54		196.47	36.96	18.80	7.19									
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	42.38		196.47	36.96	18.80	7.19									
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UDL	URES			6.54	6.54											
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UDL	URES			6.54	6.54											
		Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UDL	UREWO			101.95	49.66											
2-WIRE Unbundled COPPER LOOP																					

UNBUNDLED NETWORK ELEMENTS - Georgia													Att: 2 Exh: A							
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)									
							First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN				
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	12.02	44.69	31.55	0.00	0.00										
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	13.88	44.69	31.55	0.00	0.00										
	2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	22.07	44.69	31.55	0.00	0.00										
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	12.02	44.69	31.55	0.00	0.00										
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	13.88	44.69	31.55	0.00	0.00										
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	22.07	44.69	31.55	0.00	0.00										
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		18.90	18.90												
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UCL	UREWO		44.69	31.55												
4-WIRE COPPER LOOP																				
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	16.65	44.69	31.55	0.00	0.00										
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	19.22	44.69	31.55	0.00	0.00										
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	30.55	44.69	31.55	0.00	0.00										
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	16.65	44.69	31.55	0.00	0.00										
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	19.22	44.69	31.55	0.00	0.00										
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	30.55	44.69	31.55	0.00	0.00										
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		18.90	18.90												
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UCL	UREWO		44.69	31.55												
	Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL, USL	OCOSL		57.73													
Rearrangements																				
	EEL to UNE-L Retermination, per 2 Wire Unbundled Voice Loop-SL2			UEA	UREEL		79.85	24.65												
	EEL to UNE-L Retermination, per 4 Wire Unbundled Voice Loop			UEA	UREEL		79.85	24.65												
	EEL to UNE-L Retermination, per 2 Wire ISDN Loop			UDN	UREEL		120.98	33.02												
	EEL to UNE-L Retermination, per 4 Wire Unbundled Digital Loop			UDL	UREEL		101.95	49.66												
	EEL to UNE-L Retermination, per 4 Wire Unbundled DS1 Loop			USL	UREEL		100.91	42.97												
UNE LOOP COMMINGLING																				
2-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING																				
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	NTCVG	UEAL2	13.32	79.78	24.62	18.90	7.86										
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	NTCVG	UEAL2	18.66	79.78	24.62	18.90	7.86										
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	NTCVG	UEAL2	36.33	79.78	24.62	18.90	7.86										
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	NTCVG	UEAR2	13.32	79.78	24.62	18.90	7.86										
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	NTCVG	UEAR2	18.66	79.78	24.62	18.90	7.86										
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	NTCVG	UEAR2	36.33	79.78	24.62	18.90	7.86										
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DSO)			NTCVG	URES		6.54	6.54												
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DSO)			NTCVG	URES		6.54	6.54												
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO		87.72	36.36												
	Loop Tagging - Service Level 2 (SL2)			NTCVG	URETL		11.19	1.10												
4-WIRE ANALOG VOICE GRADE LOOP																				
	4-Wire Analog Voice Grade Loop - Zone 1		1	NTCVG	UEAL4	21.04	92.92	28.14	19.50	8.12										
	4-Wire Analog Voice Grade Loop - Zone 2		2	NTCVG	UEAL4	24.49	92.92	28.14	19.50	8.12										
	4-Wire Analog Voice Grade Loop - Zone 3		3	NTCVG	UEAL4	33.40	92.92	28.14	19.50	8.12										
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DSO)			NTCVG	URES		6.54	6.54												

UNBUNDLED NETWORK ELEMENTS - Georgia												Att: 2 Exh: A							
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l							
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)								
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN			
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DSO)			NTCVG	URESP		6.54	6.54											
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO		87.72	36.36											
4-WIRE DS1 DIGITAL LOOP - COMMINGLING																			
	4-Wire DS1 Digital Loop - Zone 1		1	NTCD1	USLXX	49.41	211.72	72.42	38.20	7.19									
	4-Wire DS1 Digital Loop - Zone 2		2	NTCD1	USLXX	52.55	211.72	72.42	38.20	7.19									
	4-Wire DS1 Digital Loop - Zone 3		3	NTCD1	USLXX	68.40	211.72	72.42	38.20	7.19									
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			NTCD1	URES		6.54	6.54											
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			NTCD1	URESP		6.54	6.54											
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCD1	UREWO		100.91	42.97											
4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP - COMMINGLING																			
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	NTCUD	UDL2X	25.81	196.47	36.96	18.80	7.19									
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	NTCUD	UDL2X	31.54	196.47	36.96	18.80	7.19									
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	NTCUD	UDL2X	42.38	196.47	36.96	18.80	7.19									
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	NTCUD	UDL4X	25.81	196.47	36.96	18.80	7.19									
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	NTCUD	UDL4X	31.54	196.47	36.96	18.80	7.19									
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	NTCUD	UDL4X	42.38	196.47	36.96	18.80	7.19									
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	NTCUD	UDL9X	25.81	196.47	36.96	18.80	7.19									
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	NTCUD	UDL9X	31.54	196.47	36.96	18.80	7.19									
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	NTCUD	UDL9X	42.38	196.47	36.96	18.80	7.19									
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	NTCUD	UDL19	25.81	196.47	36.96	18.80	7.19									
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	NTCUD	UDL19	31.54	196.47	36.96	18.80	7.19									
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	NTCUD	UDL19	42.38	196.47	36.96	18.80	7.19									
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	NTCUD	UDL56	25.81	196.47	36.96	18.80	7.19									
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	NTCUD	UDL56	31.54	196.47	36.96	18.80	7.19									
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	NTCUD	UDL56	42.38	196.47	36.96	18.80	7.19									
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	NTCUD	UDL64	25.81	196.47	36.96	18.80	7.19									
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	NTCUD	UDL64	31.54	196.47	36.96	18.80	7.19									
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	NTCUD	UDL64	42.38	196.47	36.96	18.80	7.19									
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DSO)			NTCUD	URES		6.54	6.54											
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DSO)			NTCUD	URESP		6.54	6.54											
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCUD	UREWO		101.95	49.66											
	Order Coordination for Specified Conversion Time (per LSR)			NTCVG, NTCUD, NTCDD1	OCOSL		57.73												
End-to-End Testing																			
MAINTENANCE OF SERVICE																			
				UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCDD1, ULTD1, ULTD3, ULTDX, ULTS1, ULTVX, UDF, UDFCX, UDLXS, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULVDX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVB		80.00	55.00											
	Maintenance of Service Charge, Basic Time, per half hour																		

UNBUNDLED NETWORK ELEMENTS - Georgia																	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l		
						Rec	Nonrecurring		Nonrecurring Disconnect	OSS Rates(\$)							
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
	Maintenance of Service Charge, Overtime, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCDD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCXS, UNCVX, ULS	MVVOT		90.00	65.00									
	Maintenance of Service Charge, Premium, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCDD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCXS, UNCVX, ULS	MVVPT		100.00	75.00									
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		29.97										
	Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		68.11										
	Unbundled Loop Modification Removal of Bridged Tap Removal, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		17.91										
SUB-LOOPS																	
	Sub-Loop Distribution																
	Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up			UEANL, UEF	USBSA		255.51										
	Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up			UEANL, UEF	USBSB		7.29										
	Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up			UEANL	USBSC		174.92										
	Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up			UEANL	USBSD		51.56										
	Unbundled Sub-Loops, Riser Cable, 2-Wire per Loop, Working and Spare Loop Activation			UEANL	USBRC	3.71	28.43	3.85	2.20	0.01							
	Unbundled Sub-Loops, Riser Cable, 4-Wire per Loop, Working and Spare Loop Activation			UEANL	USBRD	7.90	31.04	4.79	2.27	0.01							
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN2	7.45	28.43	3.85	2.20	0.01							
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN2	11.18	28.43	3.85	2.20	0.01							
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN2	21.46	28.43	3.85	2.20	0.01							
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	6.91	31.04	4.79	2.27	0.01							
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	10.98	31.04	4.79	2.27	0.01							
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	20.32	31.04	4.79	2.27	0.01							
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		18.90	18.90									
	Sub-Loop 2-Wire Intrabuilding Network Cable (INC)			UEANL	USBR2	3.71	28.43	3.85	2.20	0.01							
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		18.90	18.90									

UNBUNDLED NETWORK ELEMENTS - Georgia																	Att: 2 Exh: A		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l				
						Rec	Nonrecurring		Nonrecurring Disconnect	OSS Rates(\$)									
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN			
	Sub-Loop 4-Wire Intrabuilding Network Cable (INC)			UEANL	USBR4	7.90	31.04	4.79	2.27	0.01									
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		18.90	18.90											
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		26.64	0.00											
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		15.15	15.15											
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS2X	6.88	28.43	3.85	2.20	0.01									
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS2X	8.32	28.43	3.85	2.20	0.01									
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS2X	10.26	28.43	3.85	2.20	0.01									
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		18.90	18.90											
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS4X	7.55	31.04	4.79	2.27	0.01									
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS4X	7.12	31.04	4.79	2.27	0.01									
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS4X	10.26	31.04	4.79	2.27	0.01									
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		18.90	18.90											
	Loop tagging Service Level 1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		8.92	0.88											
	Loop Testing - Basic 1st Half Hour			UEF	URET1		26.64	0.00											
	Loop Testing - Basic Additional Half Hour			UEF	URETA		15.15	15.15											
Unbundled Sub-Loop Modification																			
	Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		0.00	0.00											
	Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		0.00	0.00											
	Unbundled Loop Modification, Removal of bridge Tap, per unbundled loop			UEF	ULMBT		0.00	0.00											
Unbundled Network Terminating Wire (UNTW)																			
	Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.5325	25.10	12.27											
Network Interface Device (NID)																			
	Network Interface Device (NID) - 1-2 lines			UENTW	UND12		32.82	20.67											
	Network Interface Device (NID) - 1-6 lines			UENTW	UND16		55.97	43.82											
	Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		2.45	2.45											
	Network Interface Device Cross Connect - 4W			UENTW	UNDC4		2.45	2.45											
UNE OTHER, PROVISIONING ONLY - NO RATE																			
	UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW, NTCVG, NTCUD, NTCDL, USL																		
	Unbundled Contact Name, Provisioning Only - no rate				UNECD	0.00	0.00												
	Unbundled DS1 Loop - Superframe Format Option - no rate			USL, NTCDL	CCOSF		0.00												
	Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL, NTCDL	CCOEF		0.00												
	NID - Dispatch and Service Order for NID Installation			UENTW	UNDBX	0.00	0.00												
	UNTW Circuit Establishment, Provisioning Only - No Rate			UENTW	UENCE	0.00	0.00												
LOOP MAKE-UP																			
	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		15.18	15.18											
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		19.83	19.83											
	Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.823	0.823											
LINE SPLITTING																			
END USER ORDERING-CENTRAL OFFICE BASED																			
	Line Splitting - per line activation CLEC owned splitter			UEPSR UEPSB	UREOS	0.61													
	Line Splitting - per line activation AT&T owned - physical			UEPSR UEPSB	UREBP	0.0197	34.43	22.35	10.38	7.34									
	Line Splitting - per line activation AT&T owned - virtual			UEPSR UEPSB	UREBV	0.0188	34.43	22.35	10.38	7.34									
END USER ORDERING - REMOTE SITE LINE SPLITTING																			
	Remote Site Shared Loop Line Activation for End Users - CLEC Owned Splitter			UEPSR UEPSB	URERS	0.61	57.13	23.12	7.11	7.11									
	Remote Site Shared Loop - Subsequent Activity - CLEC Owned Splitter			UEPSR UEPSB	URERA		54.10	21.46											
UNBUNDLED EXCHANGE ACCESS LOOP																			
2-WIRE ANALOG VOICE GRADE LOOP																			
	Remote Site 2 Wire Analog Voice Grade Loop -Service Level 1-Line Splitting - CLEC Owned Splitter - Zone 1		1	UEPSR UEPSB	UEARS	6.52	28.46	3.85	2.20	0.01									
	Remote Site 2 Wire Analog Voice Grade Loop -Service Level 1-Line Splitting - CLEC Owned Splitter - Zone 2		2	UEPSR UEPSB	UEARS	10.18	28.46	3.85	2.20	0.01									
	Remote Site 2 Wire Analog Voice Grade Loop -Service Level 1-Line Splitting - CLEC Owned Splitter - Zone 3		3	UEPSR UEPSB	UEARS	19.51	28.46	3.85	2.20	0.01									

UNBUNDLED NETWORK ELEMENTS - Georgia														Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
						Rec	Nonrecurring		Nonrecurring Disconnect								
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
UNE Loop Rates for Line Splitting (In Ga. PSC ordered the line splitting loop USOCs match the lower port-loop combo rates UEPLX)																	
	2-Wire Voice Grade Loop (SL1) for Line Splitting - Zone 1	I	1	UEPSR UEPSB	UEALS	10.98	10.04	7.35	1.37	1.28							
	2-Wire Voice Grade Loop (SL1) for Line Splitting - Zone 1	I	1	UEPSR UEPSB	UEABS	10.98	10.04	7.35	1.37	1.28							
	2-Wire Voice Grade Loop (SL1) for Line Splitting - Zone 2	I	2	UEPSR UEPSB	UEALS	16.30	10.04	7.35	1.37	1.28							
	2-Wire Voice Grade Loop (SL1) for Line Splitting - Zone 2	I	2	UEPSR UEPSB	UEABS	16.30	10.04	7.35	1.37	1.28							
	2-Wire Voice Grade Loop (SL1)for Line Splitting - Zone 3	I	3	UEPSR UEPSB	UEALS	34.73	10.04	7.35	1.37	1.28							
	2-Wire Voice Grade Loop (SL1)for Line Splitting - Zone 3	I	3	UEPSR UEPSB	UEABS	34.73	10.04	7.35	1.37	1.28							
PHYSICAL COLLOCATION																	
	Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.0202	0.00	0.00									
VIRTUAL COLLOCATION																	
	Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0.0192	0.00	0.00	0.00	0.00							
UNBUNDLED DEDICATED TRANSPORT																	
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																	
	Interoffice Channel - 2-Wire Voice Grade - per mile			UITVX	1L5XX	0.0059											
	Interoffice Channel - 2-Wire Voice Grade - Facility Termination			UITVX	UITV2	13.15	48.41	19.46	16.56	4.99							
	Interoffice Channel - 2-Wire Voice Grade Rev Bat. - per mile			UITVX	1L5XX	0.0059											
	Interoffice Channel - 2-Wire VG - Rev Bat. - Facility Termination			UITVX	UITR2	13.15	48.41	19.46	16.56	4.99							
	Interoffice Channel - 4-Wire Voice Grade - per mile			UITVX	1L5XX	0.0059											
	Interoffice Channel - 4-Wire Voice Grade - Facility Termination			UITVX	UITV4	11.01	48.41	19.46	16.56	4.99							
	Interoffice Channel - 56 kbps - per mile			UITDX	1L5XX	0.0059											
	Interoffice Channel - 56 kbps - Facility Termination			UITDX	UITD5	8.00	48.41	19.46	16.56	4.99							
	Interoffice Channel - 64 kbps - per mile			UITDX	1L5XX	0.0059											
	Interoffice Channel - 64 kbps - Facility Termination			UITDX	UITD6	8.00	48.41	19.46	16.56	4.99							
	Interoffice Channel - DS1 - per mile			UITD1	1L5XX	0.1199											
	Interoffice Channel - DS1 - Facility Termination			UITF1	UITF1	34.93	110.92	80.20	31.33	21.71							
	Interoffice Channel - DS3 - per mile			UITD3	1L5XX	2.63											
	Interoffice Channel - DS3 - Facility Termination			UITD3	UITF3	349.42	320.16	86.24	66.71	52.76							
	Interoffice Channel - STS-1 - per mile			UITS1	1L5XX	2.63											
	Interoffice Channel - STS-1 - Facility Termination			UITS1	UITFS	366.43	320.16	86.24	66.71	52.76							
UNBUNDLED DARK FIBER																	
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	24.17											
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	UDF14		1,774.79	89.66	73.57	18.69							
HIGH CAPACITY UNBUNDLED LOCAL LOOP																	
DS-3/STS-1 UNBUNDLED LOCAL LOOP - Stand Alone																	
	DS3 Unbundled Local Loop - per mile			UE3	1L5ND	11.40											
	DS3 Unbundled Local Loop - Facility Termination			UE3	UE3PX	258.44	1,751.51	131.77	112.80	75.81							
	STS-1Unbundled Local Loop - per mile			UDLSX	1L5ND	11.40											
	STS-1 Unbundled Local Loop - Facility Termination			UDLSX	UDLS1	349.42	1,751.51	131.77	112.80	75.81							
ENHANCED EXTENDED LINK (EELs)																	
Network Elements Used in Combinations																	
	2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	13.32	195.75	36.35	18.40	6.86							
	2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	18.66	195.75	36.35	18.40	6.86							
	2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	36.33	195.75	36.35	18.40	6.86							
	4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	21.04	195.75	36.35	18.40	6.86							
	4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	24.49	195.75	36.35	18.40	6.86							
	4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	33.40	195.75	36.35	18.40	6.86							
	2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	22.73	195.75	36.35	18.40	6.86							
	2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	29.11	195.75	36.35	18.40	6.86							
	2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	46.42	195.75	36.35	18.40	6.86							
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	25.81	195.75	36.35	18.40	6.86							
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	31.54	195.75	36.35	18.40	6.86							
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	42.38	195.75	36.35	18.40	6.86							
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	25.81	195.75	36.35	18.40	6.86							
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	31.54	195.75	36.35	18.40	6.86							
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	42.38	195.75	36.35	18.40	6.86							
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	49.41	209.25	70.37	37.87	6.86							
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	52.55	209.25	70.37	37.87	6.86							
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	68.40	209.25	70.37	37.87	6.86							
	DS3 Local Loop in combination - per mile			UNC3X	1L5ND	11.40											
	DS3 Local Loop in combination - Facility Termination			UNC3X	UE3PX	258.44	1,259.23	628.22	41.49	20.74							
	STS-1 Local Loop in combination - per mile			UNC5X	1L5ND	11.40											
	STS-1 Local Loop in combination - Facility Termination			UNC5X	UDLS1	349.42	1,259.23	628.22	41.49	20.74							
	Interoffice Channel in combination - 2-wire VG - per mile			UNCVX	1L5XX	0.0059											

UNBUNDLED NETWORK ELEMENTS - Georgia																	Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l					
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)									
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN				
	Interoffice Channel in combination - 2-wire VG - Facility Termination			UNCVX	U1TV2	13.15	66.47	33.57	43.38	27.57										
	Interoffice Channel in combination - 4-wire VG - per mile			UNCVX	1L5XX	0.0059														
	Interoffice Channel in combination - 4-wire VG - Facility Termination			UNCVX	U1TV4	10.78	66.47	33.57	43.38	27.57										
	Interoffice Channel in combination - 4-wire 56 kbps - per mile			UNCDX	1L5XX	0.0059														
	Interoffice Channel in combination - 4-wire 56 kbps - Facility Termination			UNCDX	U1TD5	8.00	66.47	33.57	43.38	27.57										
	Interoffice Channel in combination - 4-wire 64 kbps - per mile			UNCDX	1L5XX	0.0059														
	Interoffice Channel in combination - 4-wire 64 kbps - Facility Termination			UNCDX	U1TD6	8.00	66.47	33.57	43.38	27.57										
	Interoffice Channel in combination - DS1 - per mile			UNC1X	1L5XX	0.1199														
	Interoffice Channel in combination - DS1 Facility Termination			UNC1X	U1TF1	34.93	87.67	45.69	43.76	27.95										
	Interoffice Channel in combination - DS3 - per mile			UNC3X	1L5XX	2.63														
	Interoffice Channel in combination - DS3 - Facility Termination			UNC3X	U1TF3	349.42	325.59	76.99	49.51	32.85										
	Interoffice Channel in combination - STS-1 - per mile			UNC3X	1L5XX	2.63														
	Interoffice Channel in combination - STS-1 Facility Termination			UNC3X	U1TFS	366.43	325.59	76.99	49.51	32.85										
ADDITIONAL NETWORK ELEMENTS																				
Optional Features & Functions:																				
	Clear Channel Capability Extended Frame Option - per DS1	i		U1TD1, ULDD1, UNC1X	CCOEF	0.00														
	Clear Channel Capability Super FrameOption - per DS1	i		ULDD1, UNC1X	CCOSF	0.00														
	Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	i		ULDD1, U1TD1, UNC1X, USL	NRCCC	184.62	23.78	2.03	0.79											
	C-bit Parity Option - Subsequent Activity - per DS3	i		U1TD3, ULDD3, UE3, UNC3X	NRCC3	218.74	7.66	0.7591	0.00											
	DS1/DS0 Channel System			UNC1X	MQ1	71.23	86.01	0.00	0.00	0.00										
	DS3/DS1Channel System			UNC3X, UNC3X	MQ3	124.39	0.00	0.00	0.00	0.00										
	Voice Grade COCI in combination			UNCVX	1D1VG	0.479	27.30	2.90	16.85	1.04										
	Voice Grade COCI - for 2W-SL2 & 4W Voice Grade Local Loop			UEA	1D1VG	0.479	27.30	2.90	16.85	1.04										
	Voice Grade COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	0.479	27.30	2.90	16.85	1.04										
	OCU-DP COCI (2.4-64kbs) in combination			UNCDX	1D1DD	1.02	27.30	2.90	16.85	1.04										
	OCU-DP COCI (2.4-64kbs) - for Unbundled Digital Loop			UDL	1D1DD	1.02	27.30	2.90	16.85	1.04										
	OCU-DP COCI (2.4-64kbs) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	1.02	27.30	2.90	16.85	1.04										
	2-wire ISDN COCI (BRITE) in combination			UNCNX	UC1CA	1.70	27.30	2.90	16.85	1.04										
	2-wire ISDN COCI (BRITE) - for a Local Loop			UDN	UC1CA	1.70	27.30	2.90	16.85	1.04										
	2-wire ISDN COCI (BRITE) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	1.70	27.30	2.90	16.85	1.04										
	DS1 COCI in combination			UNC1X	UC1D1	7.50	27.30	2.90	16.85	1.04										
	DS1 COCI - for Stand Alone Local Channel			ULDD1	UC1D1	7.50	27.30	2.90	16.85	1.04										
	DS1 COCI - for Stand Alone Interoffice Channel			U1TD1	UC1D1	7.50	27.30	2.90	16.85	1.04										
	DS1 COCI - for DS1 Local Loop			USL, NTCD1	UC1D1	7.50	27.30	2.90	16.85	1.04										
	DS1 COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUA	UC1D1	7.50	27.30	2.90	16.85	1.04										
	Wholesale - UNE, Switch-As-Is Conversion Charge			UNCVX, UNCDX, UNC1X, UNC3X, UNC3X, UDFCX, XDH1X, HFQC6, XDD2X, XDV6X, XDDFX, XDD4X, HFRST, UNC3X	UNCCC	5.69	5.69	6.60	6.60											
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, per circuit (LSR)	i		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URES1	5.69	5.69	6.60	6.60											
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, incremental charge per circuit on a spreadsheet	i		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URES2	5.69	5.69	6.60	6.60											
Access to DCS - Customer Reconfiguration (FlexServ)																				
	Customer Reconfiguration Establishment					1.40			1.63											
	DS1 DCS Termination with DS0 Switching					20.08	24.87	18.91	15.02	11.94										
	DS1 DCS Termination with DS1 Switching					7.24	18.16	12.19	11.13	8.05										
	DS3 DCS Termination with DS1 Switching					128.34	24.87	18.91	15.02	11.94										
Node (SynchroNet)																				
	Node per month			UNCDX	UNCNT	13.98														
Service Rearrangements																				

UNBUNDLED NETWORK ELEMENTS - Georgia																	Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l				
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)									
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN				
	NRC - Change in Facility Assignment per circuit Service Rearrangement	I		U1TVX, U1TDX, U1TUC, U1TUD, U1TUB, ULDDX, UNCDX, UNCVX, UNCDX, UNC1X	URETD		100.91	42.97												
	NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)	I		U1TVX, U1TDX, U1TUC, U1TUD, U1TUB, ULDDX, UNCDX, UNCVX, UNCDX, UNC1X	URETB		3.68	3.68												
	NRC - Order Coordination Specific Time - Dedicated Transport	I		UNC1X, UNC3X	OCOSR		18.89	18.89												
COMMINGLING																				
	Commingling Authorization			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, U1TD1, U1TD3, U1TS1, UE3, UDLX, U1TVX, U1TDX, U1TUB, ULDDX, ULDD1, ULDD3, ULDS1	CMGAU	0.00	0.00	0.00	0.00	0.00										
Commingled (UNE part of single bandwidth circuit and interfaces)																				
	Commingled VG COCI			XDV2X	1D1VG	0.479	11.97	11.38	6.60	6.60										
	Commingled Digital COCI			XDV6X	1D1DD	1.02	11.97	11.38	6.60	6.60										
	Commingled ISDN COCI			XDD4X	UC1CA	1.70	15.79	11.38	6.60	6.60										
	Commingled 2-wire VG Interoffice Channel			XDV2X	U1TV2	13.15	48.41	19.46	16.56	4.99										
	Commingled 4-wire VG Interoffice Channel			XDV6X	U1TV4	10.78	48.41	19.46	16.56	4.99										
	Commingled 56kbps Interoffice Channel			XDD4X	U1TD5	8.00	48.41	9.46	16.56	4.99										
	Commingled 64kbps Interoffice Channel			XDD4X	U1TD6	8.00	48.41	19.46	16.56	4.99										
	Commingled VG/DS0 Interoffice Channel Mileage			XDV2X, XDV6X, XDD4X	1L5XX	0.0059														
	Commingled 2-wire Local Loop Zone 1	1		XDV2X	UEAL2	13.32	79.78	24.62	18.90	7.86										
	Commingled 2-wire Local Loop Zone 2	2		XDV2X	UEAL2	18.66	79.78	24.62	18.90	7.86										
	Commingled 2-wire Local Loop Zone 3	3		XDV2X	UEAL2	36.33	79.78	24.62	18.90	7.86										
	Commingled 4-wire Local Loop Zone 1	1		XDV6X	UEAL4	21.04	92.92	28.14	19.50	8.12										
	Commingled 4-wire Local Loop Zone 2	2		XDV6X	UEAL4	24.49	92.92	28.14	19.50	8.12										
	Commingled 4-wire Local Loop Zone 3	3		XDV6X	UEAL4	33.40	92.92	28.14	19.50	8.12										
	Commingled 56kbps Local Loop Zone 1	1		XDD4X	UDL56	25.81	196.47	36.96	18.80	7.19										
	Commingled 56kbps Local Loop Zone 2	2		XDD4X	UDL56	31.54	196.47	36.96	18.80	7.19										
	Commingled 56kbps Local Loop Zone 3	3		XDD4X	UDL56	42.38	196.47	36.96	18.80	7.19										
	Commingled 64kbps Local Loop Zone 1	1		XDD4X	UDL64	25.81	196.47	36.96	18.80	7.19										
	Commingled 64kbps Local Loop Zone 2	2		XDD4X	UDL64	31.54	196.47	36.96	18.80	7.19										
	Commingled 64kbps Local Loop Zone 3	3		XDD4X	UDL64	42.38	196.47	36.96	18.80	7.19										
	Commingled ISDN Local Loop Zone 1	1		XDD4X	U1L2X	22.73	180.06	35.25	18.23	6.97										
	Commingled ISDN Local Loop Zone 2	2		XDD4X	U1L2X	29.11	180.06	35.25	18.23	6.97										
	Commingled ISDN Local Loop Zone 3	3		XDD4X	U1L2X	46.42	180.06	35.25	18.23	6.97										
	Commingled DS1 COCI			XDLHX	UC1D1	7.50	15.79	11.38	6.60	6.60										
	Commingled DS1 Interoffice Channel			XDLHX	U1TF1	34.93	110.92	80.20	31.33	21.71										
	Commingled DS1 Interoffice Channel Mileage			XDLHX	1L5XX	0.1199														
	Commingled DS1/DS0 Channel System			XDLHX	MQ1	71.23	105.57	41.55	23.73	4.19										
	Commingled DS1 Local Loop Zone 1	1		XDLHX	USLXX	49.41	211.72	72.42	38.20	7.19										
	Commingled DS1 Local Loop Zone 2	2		XDLHX	USLXX	52.55	211.72	72.42	38.20	7.19										
	Commingled DS1 Local Loop Zone 3	3		XDLHX	USLXX	68.40	211.72	72.42	38.20	7.19										
	Commingled DS3 Local Loop			HFQC6	UE3PX	258.44	1,751.51	131.77	112.80	75.81										
	Commingled DS3/STS-1 Local Loop Mileage			HFQC6, HFRST	1L5ND	11.40														
	Commingled STS-1 Local Loop			HFRST	UDL51	349.42	1,751.51	131.77	112.80	75.81										
	Commingled DS3/DS1 Channel System			HFQC6	MQ3	124.39	224.26	71.76	39.97	31.04										
	Commingled DS3 Interoffice Channel			HFQC6	U1TF3	349.42	320.16	86.24	66.71	52.76										
	Commingled DS3 Interoffice Channel Mileage			HFQC6	1L5XX	2.63														
	Commingled STS-1 Interoffice Channel			HFRST	U1TFS	366.43	325.59	76.99	49.51	32.85										
	Commingled STS-1 Interoffice Channel Mileage			HFRST	1L5XX	2.63														
	Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	1L5DF	24.17														
	Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	UDF14		1,774.79	89.66	73.57	18.69										
	UNE to Commingled Conversion Tracking			XDLHX, HFQC6	CMGUN	0.00	0.00	0.00	0.00	0.00										
	SPA to Commingled Conversion Tracking			XDLHX, HFQC6	CMGSP	0.00	0.00	0.00	0.00	0.00										
LNP Query Service																				
	LNP Charge Per query					0.0008227														
	LNP Service Establishment Manual						12.47		11.07											

UNBUNDLED NETWORK ELEMENTS - Georgia												Att: 2 Exh: A							
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l				
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)								
							First	Add'l	First	Add'l	SOMECH	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN			
	LNP Service Provisioning with Point Code Establishment						574.307	293.39	251.23	184.73									
911 PBX LOCATE																			
	911 PBX LOCATE DATABASE CAPABILITY																		
	Service Establishment per CLEC per End User Account			9PBDC	9PBEU		1,825.00												
	Changes to TN Range or Customer Profile			9PBDC	9PBTN		182.67												
	Per Telephone Number (Monthly)			9PBDC	9PBMM	0.07													
	Change Company (Service Provider) ID			9PBDC	9PBPC		536.23												
	PBX Locate Service Support per CLEC (Monthl)			9PBDC	9PBMR	176.96													
	Service Order Charge			9PBDC	9PBSC		11.73												
911 PBX LOCATE TRANSPORT COMPONENT																			
See Att 3																			
Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.																			

UNBUNDLED NETWORK ELEMENTS - Kentucky											Att: 2 Exh: A								
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l				
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)								
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN			
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://wholesale.att.com/																			
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																			
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the AT&T "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 SOMEK rate listed in this category. Please refer to AT&T'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 SOMEK 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 AT&T.																			
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMEK		3.50	0.00	3.50	0.00									
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMAN		7.86	0.00	0.99	0.00									
UNE SERVICE DATE ADVANCEMENT CHARGE																			
NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.																			
				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, UDL03, UDL5X, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNC9X, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA, NTCVG, NTCUD, NTCDD1															
	UNE Expedite Charge per Circuit or Line Assignable USOC, per Day				SDASP		200.00												
ORDER MODIFICATION CHARGE																			
	Order Modification Charge (OMC)						33.37	0.00	0.00	0.00									
	Order Modification Additional Dispatch Charge (OMCAD)						150.00	0.00	0.00	0.00									
UNBUNDLED EXCHANGE ACCESS LOOP																			
2-WIRE ANALOG VOICE GRADE LOOP																			
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	10.56	46.66	22.57	26.65	7.65									
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	15.34	46.66	22.57	26.65	7.65									
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	31.11	46.66	22.57	26.65	7.65									
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEASL	10.56	46.66	22.57	26.65	7.65									
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEASL	15.34	46.66	22.57	26.65	7.65									
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEASL	31.11	46.66	22.57	26.65	7.65									
	Tag Loop at End User Premise			UEANL	URETL		8.93	0.88											
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		46.88	0.00											
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		24.16	24.16											
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		9.00	9.00											
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		23.01	23.01											
	Unbundled Non-Design Voice Loop, billing for AT&T providing make-up (Engineering Information - E.I.)			UEANL	UEANM		13.49	13.49											
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEANL	UREWO		15.78	8.94	26.65	7.65									
	Bulk Migration, per 2 Wire Voice Loop-SL1			UEANL	UREPN		46.66	22.57	26.65	7.65									
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1			UEANL	UREPM		9.00	9.00											

UNBUNDLED NETWORK ELEMENTS - Kentucky													Att: 2 Exh: A							
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l					
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)									
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN				
	2-WIRE Unbundled COPPER LOOP																			
	2-Wire Unbundled Copper Loop - Non-Designed Zone 1		1	UEQ	UEQ2X	10.58	44.97	20.89	25.64	6.65										
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2		2	UEQ	UEQ2X	11.51	44.97	20.89	25.64	6.65										
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3		3	UEQ	UEQ2X	13.19	44.97	20.89	25.64	6.65										
	Tag Loop at End User Premise			UEQ	URETL		8.93	0.88												
	Loop Testing - Basic 1st Half Hour			UEQ	URET1		46.88	0.00												
	Loop Testing - Basic Additional Half Hour			UEQ	URETA		24.16	24.16												
	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		9.00	9.00												
	Unbundled Copper Loop - Non-Design, billing for AT&T providing make-up (Engineering Information - E.I.)			UEQ	UEQMU		13.49	13.49												
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEQ	UREWO		14.27	7.43	25.64	6.65										
	Bulk Migration, per 2 Wire UCL-ND			UEQ	UREPN		44.97	20.89	25.64	6.65										
	Bulk Migration Order Coordination, per 2 Wire UCL-ND			UEQ	UREPM		9.00	9.00												
UNBUNDLED EXCHANGE ACCESS LOOP																				
2-WIRE ANALOG VOICE GRADE LOOP																				
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	12.67	134.89	81.87	73.65	14.88										
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	17.45	134.89	81.87	73.65	14.88										
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	33.22	134.89	81.87	73.65	14.88										
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	12.67	134.89	81.87	73.65	14.88										
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	17.45	134.89	81.87	73.65	14.88										
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	33.22	134.89	81.87	73.65	14.88										
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DSO)			UEA	URES1		24.96	3.52												
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DSO)			UEA	URES2		26.44	5.01												
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEA	UREWO		87.72	36.36												
	Loop Tagging - Service Level 2 (SL2)			UEA	URETL		11.21	1.10												
	Bulk Migration, per 2 Wire Voice Loop-SL2			UEA	UREPN		134.89	81.87												
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2			UEA	UREPM		0.00	0.00												
4-WIRE ANALOG VOICE GRADE LOOP																				
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	29.26	164.11	112.36	78.91	18.66										
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	34.25	164.11	112.36	78.91	18.66										
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	85.06	164.11	112.36	78.91	18.66										
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DSO)			UEA	URES1		24.96	3.52												
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DSO)			UEA	URES2		26.44	5.01												
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEA	UREWO		87.72	36.36												
2-WIRE ISDN DIGITAL GRADE LOOP																				
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	18.44	146.77	95.02	71.38	13.83										
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	25.08	146.77	95.02	71.38	13.83										
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	42.87	146.77	95.02	71.38	13.83										
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UDN	UREWO		91.63	44.16												
2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																				
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	10.82	141.98	79.73	69.02	11.47										
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	11.79	141.98	79.73	69.02	11.47										
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	12.87	141.98	79.73	69.02	11.47										
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 1		1	UAL	UAL2W	10.82	121.18	69.00	69.09	11.54										
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 2		2	UAL	UAL2W	11.79	121.18	69.00	69.09	11.54										
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 3		3	UAL	UAL2W	12.87	121.18	69.00	69.09	11.54										
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UAL	UREWO		86.20	40.40												
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																				

UNBUNDLED NETWORK ELEMENTS - Kentucky											Att: 2 Exh: A									
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l					
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)									
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN				
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	8.75	151.54	89.29	69.09	11.54										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	9.56	151.54	89.29	69.09	11.54										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	10.61	151.54	89.29	69.09	11.54										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	8.75	130.74	78.56	69.09	11.54										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	9.56	130.74	78.56	69.09	11.54										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	10.61	130.74	78.56	69.09	11.54										
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UHL	UREWO		86.14	40.40												
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																				
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	13.95	185.75	123.50	74.95	14.69										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	15.68	185.75	123.50	74.95	14.69										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	16.98	185.75	123.50	74.95	14.69										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	13.95	164.95	114.04	77.32	15.80										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	15.68	164.95	114.04	77.32	15.80										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	16.98	164.95	114.04	77.32	15.80										
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UHL	UREWO		86.14	40.40												
4-WIRE DS1 DIGITAL LOOP																				
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	86.47	306.69	174.44	65.83	14.55										
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	114.10	306.69	174.44	65.83	14.55										
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	297.76	306.69	174.44	65.83	14.55										
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			USL	URES		24.96	3.52												
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL	URES		26.44	5.01												
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			USL	UREWO		101.09	43.04												
4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																				
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	UDL	UDL2X	27.59	157.81	106.06	78.91	18.66										
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	UDL	UDL2X	32.48	157.81	106.06	78.91	18.66										
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	UDL	UDL2X	36.37	157.81	106.06	78.91	18.66										
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	UDL	UDL4X	27.59	157.81	106.06	78.91	18.66										
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	UDL	UDL4X	32.48	157.81	106.06	78.91	18.66										
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	UDL	UDL4X	36.37	157.81	106.06	78.91	18.66										
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	UDL	UDL9X	27.59	157.81	106.06	78.91	18.66										
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	UDL	UDL9X	32.48	157.81	106.06	78.91	18.66										
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	UDL	UDL9X	36.37	157.81	106.06	78.91	18.66										
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	UDL	UDL19	27.59	157.81	106.06	78.91	18.66										
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	UDL	UDL19	32.48	157.81	106.06	78.91	18.66										
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	UDL	UDL19	36.37	157.81	106.06	78.91	18.66										
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	27.59	157.81	106.06	78.91	18.66										
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	32.48	157.81	106.06	78.91	18.66										
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	36.37	157.81	106.06	78.91	18.66										
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	27.59	157.81	106.06	78.91	18.66										
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	32.48	157.81	106.06	78.91	18.66										
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	36.37	157.81	106.06	78.91	18.66										
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UDL	URES		24.96	3.52												
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UDL	URES		26.44	5.01												
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UDL	UREWO		102.13	49.75												
2-WIRE Unbundled COPPER LOOP																				
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	10.82	140.95	78.70	69.09	11.54										
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	11.79	140.95	78.70	69.09	11.54										

UNBUNDLED NETWORK ELEMENTS - Kentucky																	Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)									
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN				
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	12.87	140.95	78.70	69.09	11.54										
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	10.82	120.15	67.97	69.09	11.54										
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	11.79	120.15	67.97	69.09	11.54										
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	12.87	120.15	67.97	69.09	11.54										
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00												
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UCL	UREWO		97.23	42.48												
4-WIRE COPPER LOOP																				
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	16.92	170.31	108.06	74.95	14.69										
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	17.36	170.31	108.06	74.95	14.69										
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	28.10	170.31	108.06	74.95	14.69										
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	16.92	149.52	97.33	74.95	14.69										
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	17.36	149.52	97.33	74.95	14.69										
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	28.10	149.52	97.33	74.95	14.69										
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00												
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UCL	UREWO		97.23	42.48												
	Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL, USL	OCOSL		23.01													
Rearrangements																				
	EEL to UNE-L Retermination, per 2-Wire Unbundled Voice Loop-SL2			UEA	UREEL		87.72	36.36												
	EEL to UNE-L Retermination, per 4-Wire Unbundled Voice Loop			UEA	UREEL		87.72	36.36												
	EEL to UNE-L Retermination, per 2-Wire ISDN Loop			UDN	UREEL		91.63	44.16												
	EEL to UNE-L Retermination, per 4-Wire Unbundled Digital Loop			UDL	UREEL		102.13	49.75												
	EEL to UNE-L Retermination, per 4-Wire Unbundled DS1 Loop			USL	UREEL		101.09	43.04												
UNE LOOP COMMINGLING																				
2-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING																				
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	NTCVG	UEAL2	12.67	134.89	81.87	73.65	14.88										
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	NTCVG	UEAL2	17.45	134.89	81.87	73.65	14.88										
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	NTCVG	UEAL2	33.22	134.89	81.87	73.65	14.88										
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	NTCVG	UEAR2	12.67	134.89	81.87	73.65	14.88										
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	NTCVG	UEAR2	17.45	134.89	81.87	73.65	14.88										
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	NTCVG	UEAR2	33.22	134.89	81.87	73.65	14.88										
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DSO)			NTCVG	URES		24.96	3.52												
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DSO)			NTCVG	URES		26.44	5.01												
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO		87.72	36.36												
	Loop Tagging - Service Level 2 (SL2)			NTCVG	URETL		11.21	1.10												
4-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING																				
	4-Wire Analog Voice Grade Loop - Zone 1		1	NTCVG	UEAL4	29.26	164.11	112.36	78.91	18.66										
	4-Wire Analog Voice Grade Loop - Zone 2		2	NTCVG	UEAL4	34.25	164.11	112.36	78.91	18.66										
	4-Wire Analog Voice Grade Loop - Zone 3		3	NTCVG	UEAL4	85.06	164.11	112.36	78.91	18.66										
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DSO)			NTCVG	URES		24.96	3.52												
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DSO)			NTCVG	URES		26.44	5.01												
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO		87.72	36.36												
4-WIRE DS1 DIGITAL LOOP - COMMINGLING																				

UNBUNDLED NETWORK ELEMENTS - Kentucky											Att: 2 Exh: A									
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)									
							First	Add'l	First	Add'l	SOMECS	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN				
	4-Wire DS1 Digital Loop - Zone 1		1	NTCD1	USLXX	86.47	306.69	174.44	65.83	14.55										
	4-Wire DS1 Digital Loop - Zone 2		2	NTCD1	USLXX	114.10	306.69	174.44	65.83	14.55										
	4-Wire DS1 Digital Loop - Zone 3		3	NTCD1	USLXX	297.76	306.69	174.44	65.83	14.55										
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			NTCD1	URES		24.96	3.52												
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			NTCD1	URESP		26.44	5.01												
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCD1	UREWO		101.09	43.04												
4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP - COMMINGLING																				
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	NTCUD	UDL2X	27.59	157.81	106.06	78.91	18.66										
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	NTCUD	UDL2X	32.48	157.81	106.06	78.91	18.66										
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	NTCUD	UDL2X	36.37	157.81	106.06	78.91	18.66										
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	NTCUD	UDL4X	27.59	157.81	106.06	78.91	18.66										
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	NTCUD	UDL4X	32.48	157.81	106.06	78.91	18.66										
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	NTCUD	UDL4X	36.37	157.81	106.06	78.91	18.66										
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	NTCUD	UDL9X	27.59	157.81	106.06	78.91	18.66										
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	NTCUD	UDL9X	32.48	157.81	106.06	78.91	18.66										
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	NTCUD	UDL9X	36.37	157.81	106.06	78.91	18.66										
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	NTCUD	UDL19	27.59	157.81	106.06	78.91	18.66										
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	NTCUD	UDL19	32.48	157.81	106.06	78.91	18.66										
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	NTCUD	UDL19	36.37	157.81	106.06	78.91	18.66										
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	NTCUD	UDL56	27.59	157.81	106.06	78.91	18.66										
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	NTCUD	UDL56	32.48	157.81	106.06	78.91	18.66										
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	NTCUD	UDL56	36.37	157.81	106.06	78.91	18.66										
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	NTCUD	UDL64	27.59	157.81	106.06	78.91	18.66										
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	NTCUD	UDL64	32.48	157.81	106.06	78.91	18.66										
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	NTCUD	UDL64	36.37	157.81	106.06	78.91	18.66										
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DSO)			NTCUD	URES		24.96	3.52												
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DSO)			NTCUD	URESP		26.44	5.01												
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCUD	UREWO		102.13	49.75												
	Order Coordination for Specified Conversion Time (per LSR)			NTCVG, NTCUD, NTCDD1	OCOSL		23.01													
MAINTENANCE OF SERVICE																				
				UDC, UEA, UDL, UD, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCDD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLXS, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULVDX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVBT		80.00	55.00												
	Maintenance of Service Charge, Basic Time, per half hour																			
				UDC, UEA, UDL, UD, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCDD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLXS, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULVDX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVOT		90.00	65.00												
	Maintenance of Service Charge, Overtime, per half hour																			

UNBUNDLED NETWORK ELEMENTS - Kentucky																	Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l				
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)								
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN			
					UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCDD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVPT		100.00	75.00											
Maintenance of Service Charge, Premium, per half hour																				
LOOP MODIFICATION																				
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		9.24	9.24											
		Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		9.24	9.24											
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		10.47	10.47											
SUB-LOOPS																				
Sub-Loop Distribution																				
		Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up			UEANL, UEF	USBSA		207.91	207.91											
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up			UEANL, UEF	USBSB		12.50	12.50											
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up			UEANL	USBSC		80.87	80.87											
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up			UEANL	USBSD		45.04	45.04											
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN2	6.34	85.03	39.05	59.81	7.90									
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN2	9.06	85.03	39.05	59.81	7.90									
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN2	14.82	85.03	39.05	59.81	7.90									
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00											
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	8.14	102.31	56.32	65.24	10.88									
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	8.63	102.31	56.32	65.24	10.88									
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	25.60	102.31	56.32	65.24	10.88									
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00											
		Sub-Loop 2-Wire Intrabuilding Network Cable (INC)			UEANL	USBR2	2.57	68.35	22.36	59.81	7.90									
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00											
		Sub-Loop 4-Wire Intrabuilding Network Cable (INC)			UEANL	USBR4	4.98	76.49	30.51	65.24	10.88									
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00											
		Loop Testing - Basic 1st Half Hour			UEANL	URET1		46.88	0.00											
		Loop Testing - Basic Additional Half Hour			UEANL	URETA		24.16	24.16											
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS2X	5.45	85.03	39.05	59.81	7.90									
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS2X	7.06	85.03	39.05	59.81	7.90									
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS2X	9.67	85.03	39.05	59.81	7.90									
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		9.00	9.00											
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS4X	7.09	102.31	56.32	65.24	10.88									
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS4X	8.66	102.31	56.32	65.24	10.88									
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS4X	19.40	102.31	56.32	65.24	10.88									
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		9.00	9.00											

UNBUNDLED NETWORK ELEMENTS - Kentucky													Att: 2 Exh: A								
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l					
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)									
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN				
		Loop Tagging Service Level 1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		8.93	0.88												
		Loop Testing - Basic 1st Half Hour			UEF	URET1		46.88	0.00												
		Loop Testing - Basic Additional Half Hour			UEF	URETA		24.16	24.16												
Unbundled Sub-Loop Modification																					
		Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		5.23	5.23												
		Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		5.23	5.23												
		Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop			UEF	ULMBT		7.97	7.97												
Unbundled Network Terminating Wire (UNTW)																					
		Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.53	23.51	23.51												
Network Interface Device (NID)																					
		Network Interface Device (NID) - 1-2 lines			UENTW	UNID12		73.53	49.47												
		Network Interface Device (NID) - 1-6 lines			UENTW	UNID16		115.96	91.91												
		Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		8.56	8.56												
		Network Interface Device Cross Connect - 4W			UENTW	UNDC4		8.56	8.56												
UNE OTHER, PROVISIONING ONLY - NO RATE																					
					UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW, NTCVG, NTCUD, NTCDD1, USL	UNECN	0.00	0.00													
		Unbundled Contact Name, Provisioning Only - no rate			USL, NTCDD1	CCOSF		0.00													
		Unbundled DS1 Loop - Superframe Format Option - no rate			USL, NTCDD1	CCOEF		0.00													
		Unbundled DS1 Loop - Expanded Superframe Format option - no rate			UENTW	UNDBX	0.00	0.00													
		NID - Dispatch and Service Order for NID installation			UENTW	UENCE	0.00	0.00													
		UNTW Circuit Establishment, Provisioning Only - No Rate																			
LOOP MAKE-UP																					
		Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		23.40	23.40												
		Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		24.85	24.85												
		Loop Makeup-With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.67	0.67												
LINE SPLITTING																					
END USER ORDERING-CENTRAL OFFICE BASED																					
		Line Splitting - per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0.61														
		Line Splitting - per line activation AT&T owned - physical			UEPSR UEPSB	UREBP	0.61	37.02	21.20	21.10	9.87										
		Line Splitting - per line activation AT&T owned - virtual			UEPSR UEPSB	UREBV	0.61	37.02	21.20	21.10	9.87										
END USER ORDERING - REMOTE SITE LINE SPLITTING																					
		Remote Site Shared Loop Line Activation for End Users - CLEC Owned Splitter			UEPSR UEPSB	URERS	0.61	56.73	22.96	7.20	7.20										
		Remote Site Shared Loop - Subsequent Activity - CLEC Owned Splitter			UEPSR UEPSB	URERA		53.73	21.31												
UNBUNDLED EXCHANGE ACCESS LOOP																					
2-WIRE ANALOG VOICE GRADE LOOP																					
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	10.56	46.66	22.57	26.65	7.65										
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	10.56	46.66	22.57	26.65	7.65										
		2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	15.34	46.66	22.57	26.65	7.65										
		2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	15.34	46.66	22.57	26.65	7.65										
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	31.11	46.66	22.57	26.65	7.65										
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	31.11	46.66	22.57	26.65	7.65										
		Remote Site 2 Wire Analog Voice Grade Loop -Service Level 1-Line Splitting - CLEC Owned Splitter - Zone 1		1	UEPSR UEPSB	UEARS	6.34	85.03	39.05	59.81	7.90										
		Remote Site 2 Wire Analog Voice Grade Loop -Service Level 1-Line Splitting - CLEC Owned Splitter - Zone 2		2	UEPSR UEPSB	UEARS	9.06	85.03	39.05	59.81	7.90										
		Remote Site 2 Wire Analog Voice Grade Loop -Service Level 1-Line Splitting - CLEC Owned Splitter - Zone 3		3	UEPSR UEPSB	UEARS	14.82	85.03	39.05	59.81	7.90										
PHYSICAL COLLOCATION																					
		Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.0333	24.68	23.68	12.14	10.95										

UNBUNDLED NETWORK ELEMENTS - Kentucky																	Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)									
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN				
	VIRTUAL COLLOCATION																			
	Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0.0309	24.68	23.68	12.14	10.95										
	UNBUNDLED DEDICATED TRANSPORT																			
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT																			
	Interoffice Channel - 2-Wire Voice Grade - per mile			U1TVX	1L5XX	0.01														
	Interoffice Channel - 2-Wire Voice Grade - Facility Termination			U1TVX	U1TV2	29.11	47.34	31.78	22.77	8.75										
	Interoffice Channel - 2-Wire Voice Grade Rev Bat. - per mile			U1TVX	1L5XX	0.01														
	Interoffice Channel - 2-Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	29.11	47.34	31.78	22.77	8.75										
	Interoffice Channel - 4-Wire Voice Grade - per mile			U1TVX	1L5XX	0.01														
	Interoffice Channel - 4-Wire Voice Grade - Facility Termination			U1TVX	U1TV4	25.86	47.34	31.78	22.77	8.75										
	Interoffice Channel - 56 kbps - per mile			U1TDX	1L5XX	0.0115														
	Interoffice Channel - 56 kbps - Facility Termination			U1TDX	U1TD5	20.97	47.34	31.78	22.77	8.75										
	Interoffice Channel - 64 kbps - per mile			U1TDX	1L5XX	0.0115														
	Interoffice Channel - 64 kbps - Facility Termination			U1TDX	U1TD6	20.97	47.34	31.78	22.77	8.75										
	Interoffice Channel - DS1 - per mile			U1TD1	1L5XX	0.23														
	Interoffice Channel - DS1 - Facility Termination			U1TD1	U1TF1	96.04	105.52	98.46	23.09	20.49										
	Interoffice Channel - DS3 - per mile			U1TD3	1L5XX	4.97														
	Interoffice Channel - DS3 - Facility Termination			U1TD3	U1TF3	1,175.15	335.40	219.24	89.57	87.75										
	Interoffice Channel - STS-1 - per mile			U1TS1	1L5XX	4.97														
	Interoffice Channel - STS-1 - Facility Termination			U1TS1	U1TFS	1,149.51	335.40	219.24	89.57	87.75										
	UNBUNDLED DARK FIBER																			
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	30.74														
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	UDF14		732.53	192.67	377.27	241.67										
	HIGH CAPACITY UNBUNDLED LOCAL LOOP																			
	DS-3/STS-1 UNBUNDLED LOCAL LOOP - Stand Alone																			
	DS3 Unbundled Local Loop - per mile			UE3	1L5ND	9.25														
	DS3 Unbundled Local Loop - Facility Termination			UE3	UE3PX	308.31	551.38	338.08	173.00	120.42										
	STS-1 Unbundled Local Loop - per mile			UDLSX	1L5ND	9.25														
	STS-1 Unbundled Local Loop - Facility Termination			UDLSX	UDLS1	320.51	551.38	338.08	173.00	120.42										
	ENHANCED EXTENDED LINK (EELS)																			
	Network Elements Used in Combinations																			
	2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	12.67	125.22	60.48	59.69	7.84										
	2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	17.45	125.22	60.48	59.69	7.84										
	2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	33.22	125.22	60.48	59.69	7.84										
	4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	29.26	125.22	60.48	59.69	7.84										
	4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	34.25	125.22	60.48	59.69	7.84										
	4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	85.06	125.22	60.48	59.69	7.84										
	2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	18.44	125.22	60.48	59.69	7.84										
	2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	25.08	125.22	60.48	59.69	7.84										
	2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	42.87	125.22	60.48	59.69	7.84										
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	27.59	125.22	60.48	59.69	7.84										
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	32.48	125.22	60.48	59.69	7.84										
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	36.37	125.22	60.48	59.69	7.84										
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	27.59	125.22	60.48	59.69	7.84										
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	32.48	125.22	60.48	59.69	7.84										
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	36.37	125.22	60.48	59.69	7.84										
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	US1LX	86.47	210.70	114.60	63.96	17.97										
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	US1LX	114.10	210.70	114.60	63.96	17.97										
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	US1LX	297.76	210.70	114.60	63.96	17.97										
	DS3 Local Loop in combination - per mile			UNC3X	1L5ND	9.25														
	DS3 Local Loop in combination - Facility Termination			UNC3X	UE3PX	308.31	237.36	147.69	83.43	32.67										
	STS-1 Local Loop in combination - per mile			UNC5X	1L5ND	9.25														
	STS-1 Local Loop in combination - Facility Termination			UNC5X	UDLS1	320.51	237.36	147.69	83.43	32.67										
	Interoffice Channel in combination - 2-wire VG - per mile			UNCVX	1L5XX	0.01														
	Interoffice Channel in combination - 2-wire VG - Facility Termination			UNCVX	U1TV2	23.95	98.09	53.67	56.31	22.42										
	Interoffice Channel in combination - 4-wire VG - per mile			UNCVX	1L5XX	0.01														
	Interoffice Channel in combination - 4-wire VG - Facility Termination			UNCVX	U1TV4	21.28	98.09	53.67	56.31	22.42										
	Interoffice Channel in combination - 4-wire 56 kbps - per mile			UNCDX	1L5XX	0.01														
	Interoffice Channel in combination - 4-wire 56 kbps - Facility Termination			UNCDX	U1TD5	17.25	98.09	53.67	56.31	22.42										
	Interoffice Channel in combination - 4-wire 64 kbps - per mile			UNCDX	1L5XX	0.01														
	Interoffice Channel in combination - 4-wire 64 kbps - Facility Termination			UNCDX	U1TD6	17.25	98.09	53.67	56.31	22.42										

UNBUNDLED NETWORK ELEMENTS - Kentucky												Att: 2 Exh: A							
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)								
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN			
	Interoffice Channel in combination - DS1 - per mile			UNC1X	1L5XX	0.19													
	Interoffice Channel in combination - DS1 Facility Termination			UNC1X	UITF1	79.02	181.24	123.53	56.72	22.32									
	Interoffice Channel in combination - DS3 - per mile			UNC3X	1L5XX	4.09													
	Interoffice Channel in combination - DS3 - Facility Termination			UNC3X	UITF3	966.89	350.56	141.58	48.00	23.39									
	Interoffice Channel in combination - STS-1 - per mile			UNC5X	1L5XX	4.09													
	Interoffice Channel in combination - STS-1 Facility Termination			UNC5X	UITFS	945.79	350.56	141.58	48.00	23.39									
ADDITIONAL NETWORK ELEMENTS																			
Optional Features & Functions:																			
	Clear Channel Capability Extended Frame Option - per DS1	I		U1TD1, ULDD1, UNC1X	CCOEF		0.00	0.00	0.00	0.00									
	Clear Channel Capability Super FrameOption - per DS1	I		U1TD1, ULDD1, UNC1X	CCOSF		0.00	0.00	0.00	0.00									
	Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC		184.91	23.82	1.99	0.78									
	C-bit Parity Option - Subsequent Activity - per DS3	I		U1TD3, ULDD3, UE3, UNC3X	NRCC3		205.70	7.20	0.6924	0.00									
	DS1/DS0 Channel System			UNC1X	MQ1	113.33	57.26	14.74	1.86	1.67									
	DS3/DS1Channel System			UNC3X, UNC5X	MQ3	158.20	115.48	56.53	15.12	5.30									
	Voice Grade COCI in combination			UNCVX	1D1VG	0.6228	6.71	4.84											
	Voice Grade COCI - for 2W-SL2 & 4W Voice Grade Local Loop			UEA	1D1VG	0.6228	6.71	4.84											
	Voice Grade COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	0.6228	6.71	4.84											
	OCU-DP COCI (2.4-64kbs) in combination			UNCDX	1D1DD	1.32	6.71	4.84											
	OCU-DP COCI (2.4-64kbs) - for Unbundled Digital Loop			UDL	1D1DD	1.32	6.71	4.84											
	OCU-DP COCI (2.4-64kbs) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	1.32	6.71	4.84											
	2-wire ISDN COCI (BRITE) in combination			UNCNX	UC1CA	2.84	6.71	4.84											
	2-wire ISDN COCI (BRITE) - for a Local Loop			UDN	UC1CA	2.84	6.71	4.84											
	2-wire ISDN COCI (BRITE) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	2.84	6.71	4.84											
	DS1 COCI in combination			UNC1X	UC1D1	11.80	6.71	4.84											
	DS1 COCI - for Stand Alone Local Channel			ULDD1	UC1D1	11.80	6.71	4.84											
	DS1 COCI - for Stand Alone Interoffice Channel			U1TD1	UC1D1	11.80	6.71	4.84											
	DS1 COCI - for DS1 Local Loop			USL, NTCD1	UC1D1	11.80	6.71	4.84											
	DS1 COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUA	UC1D1	11.80	6.71	4.84											
	Wholesale - UNE, Switch-As-Is Conversion Charge			UNCVX, UNCDX, UNC1X, UNC3X, UNC5X, UDFCX, XDH1X, HFQC6, XDD2X, XDV6X, XDDFX, XDD4X, HFRST, UNCNX	UNCCC		8.98	8.98											
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, per circuit (LSR)	I		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URES1		36.80	16.10											
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, incremental charge per circuit on a spreadsheet	I		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URES2		1.49	1.49											
Access to DCS - Customer Reconfiguration (FlexServ)																			
	Customer Reconfiguration Establishment						1.63		2.03										
	DS1 DCS Termination with DS0 Switching					25.69	32.88	23.58	21.09	15.88									
	DS1 DCS Termination with DS1 Switching					12.41	25.07	15.76	16.23	11.02									
	DS3 DCS Termination with DS1 Switching					154.20	32.88	23.58	21.09	15.88									
Node (SynchroNet)																			
	Node per month			UNCDX	UNCNT	17.69													
Service Rearrangements																			
	NRC - Change in Facility Assignment per circuit Service Rearrangement	I		U1TVX, U1TDX, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETD		101.09	43.04											
	NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)	I		U1TVX, U1TDX, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETB		3.67	3.67											
	NRC - Order Coordination Specific Time - Dedicated Transport	I		UNC1X, UNC3X	OCOSR		18.87	18.87											
COMMINGLING																			

UNBUNDLED NETWORK ELEMENTS - Kentucky

CATEGORY		RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)							
									First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN		
						UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, U1TD1, U1TD3, U1TS1, UE3, UDLSX, U1TVX, U1TDX, U1TUB, ULDVX, ULDD1, ULDD3, ULDS1	CMGAU	0.00	0.00	0.00	0.00	0.00								
Commingling Authorization																				
Commingled (UNE part of single bandwidth circuit)																				
						XDV2X	1D1VG	0.6228	10.07	7.08										
						XDV6X	1D1DD	1.32	10.07	7.08										
						XDD4X	UC1CA	2.84	10.07	7.08										
						XDV2X	U1TV2	29.11	47.34	31.78	22.77	8.75								
						XDV6X	U1TV4	25.86	47.34	31.78	22.77	8.75								
						XDD4X	U1TD5	20.97	47.35	31.78	22.77	8.75								
						XDD4X	U1TD6	20.97	47.35	31.78	22.77	8.75								
						XDV2X, XDV6X, XDD4X	1L5XX	0.0115												
					1	XDV2X	UEAL2	12.67	134.89	81.87	73.65	14.88								
					2	XDV2X	UEAL2	17.45	134.89	81.87	73.65	14.88								
					3	XDV2X	UEAL2	33.22	134.89	81.87	73.65	14.88								
					1	XDV6X	UEAL4	29.26	164.11	122.36	78.91	18.66								
					2	XDV6X	UEAL4	34.25	164.11	112.36	78.91	18.66								
					3	XDV6X	UEAL4	85.06	164.11	112.36	78.91	18.66								
					1	XDD4X	UDL56	27.59	157.81	106.06	78.91	18.66								
					2	XDD4X	UDL56	32.48	157.81	106.06	78.91	18.66								
					3	XDD4X	UDL56	36.37	157.81	106.06	78.91	18.66								
					1	XDD4X	UDL64	27.59	157.81	106.06	78.91	18.66								
					2	XDD4X	UDL64	32.48	157.81	106.06	78.91	18.66								
					3	XDD4X	UDL64	36.37	157.81	106.06	78.91	18.66								
					1	XDD4X	U1L2X	18.44	146.77	95.02	71.38	13.83								
					2	XDD4X	U1L2X	25.08	146.77	95.02	71.38	13.83								
					3	XDD4X	U1L2X	42.87	146.77	95.02	71.38	13.83								
						XDHLX	UC1D1	11.80	10.07	7.08										
						XDHLX	U1TF1	96.04	105.52	98.46	23.09	20.49								
						XDHLX	1L5XX	0.23												
						XDHLX	MQ1	113.33	101.40	71.60	13.79	13.04								
					1	XDHLX	USLXX	86.47	306.69	174.44	65.83	14.55								
					2	XDHLX	USLXX	114.10	306.69	174.44	65.83	14.55								
					3	XDHLX	USLXX	297.76	306.69	174.44	65.83	14.55								
						HFQC6	UE3PX	308.31	551.38	338.08	173.00	120.42								
						HFQC6, HFRST	1L5ND	9.25												
						HFRST	UDL51	320.51	551.38	338.08	173.00	120.42								
						HFQC6	MQ3	158.20	199.23	118.62	50.16	48.59								
						HFQC6	U1TF3	1,175.15	335.40	219.24	89.57	87.75								
						HFQC6	1L5XX	4.97												
						HFRST	U1TFS	1,149.51	350.40	219.24	89.57	87.75								
						HFRST	1L5XX	4.97												
						HEQDL	1L5DF	30.74												
						HEQDL	UDF14		732.53	192.67	377.27	241.67								
						XDHLX, HFQC6	CMGUN	0.00	0.00	0.00	0.00	0.00								
						XDHLX, HFQC6	CMGSP	0.00	0.00	0.00	0.00	0.00								
LNP Query Service																				
								0.0008695												
									13.82	13.82	12.71	12.71								
									953.27	487.00	431.95	317.61								
911 PBX LOCATE																				
911 PBX LOCATE DATABASE CAPABILITY																				
						9PBDC	9PBEU		1,814.00											
						9PBDC	9PBTN		181.57											
						9PBDC	9PBMM	0.07												
						9PBDC	9PBPC		533.00											
						9PBDC	9PBMR	179.88												
						9PBDC	9PBSC		7.86											
911 PBX LOCATE TRANSPORT COMPONENT																				
See Att 3																				

UNBUNDLED NETWORK ELEMENTS - Kentucky														Att: 2 Exh: A						
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-Add'l 1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)							
									First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN		
Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.																				

UNBUNDLED NETWORK ELEMENTS - Louisiana												Att: 2 Exh: A							
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l				
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)								
							First	Add'l	First	Add'l	SOMECH	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://wholesale.att.com/																			
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																			
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the AT&T "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 SOMECH rate listed in this category. Please refer to AT&T'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 SOMECH 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 AT&T.																			
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMECH		3.50	0.00	3.50	0.00									
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMAN		15.20	0.00	15.20	0.00									
UNE SERVICE DATE ADVANCEMENT CHARGE																			
NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.																			
				UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDLO3, UDLSX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA,NTCVG, NTCUD, NTCDD1															
	UNE Expedite Charge per Circuit or Line Assignable USOC, per Day				SDASP		200.00												
ORDER MODIFICATION CHARGE																			
	Order Modification Charge (OMC)						26.21	0.00	0.00	0.00									
	Order Modification Additional Dispatch Charge (OMCAD)						150.00	0.00	0.00	0.00									
UNBUNDLED EXCHANGE ACCESS LOOP																			
2-WIRE ANALOG VOICE GRADE LOOP																			
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	12.90	36.54	16.87											
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	23.33	36.54	16.87											
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	48.43	36.54	16.87											
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEASL	12.90	36.54	16.87											
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEASL	23.33	36.54	16.87											
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEASL	48.43	36.54	16.87											
	Tag Loop at End User Premise			UEANL	URETL		8.92	0.88											
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		33.17	0.00											
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		19.28	19.28											
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		7.92	7.92											
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		17.56	17.56											
	Unbundled Non-Design Voice Loop, billing for AT&T providing make-up (Engineering Information - E.I.)			UEANL	UEANM		13.04	13.04											
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEANL	UREWO		15.75	8.93											
	Bulk Migration, per 2 Wire Voice Loop-SL1			UEANL	UREPN		36.54	16.87											
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1			UEANL	UREPM		7.92	7.92											

UNBUNDLED NETWORK ELEMENTS - Louisiana											Att: 2 Exh: A							
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)							
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN		
	2-WIRE Unbundled COPPER LOOP																	
	2-Wire Unbundled Copper Loop - Non-Designed Zone 1	I	1	UEQ	UEQ2X	12.40	35.27	15.60										
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	I	2	UEQ	UEQ2X	14.32	35.27	15.60										
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	I	3	UEQ	UEQ2X	16.87	35.27	15.60										
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEQ	URETL		8.92	0.88										
	Loop Testing - Basic 1st Half Hour			UEQ	URET1		33.17	0.00										
	Loop Testing - Basic Additional Half Hour			UEQ	URETA		19.28	19.28										
	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		7.92	7.92										
	Unbundled Copper Loop - Non-Design, billing for AT&T providing make-up (Engineering Information - E.I.)			UEQ	UEQMU		13.04	13.04										
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEQ	UREWO		14.25	7.42										
	Bulk Migration, per 2 Wire UCL-ND			UEQ	UREPN		35.27	15.60										
	Bulk Migration Order Coordination, per 2 Wire UCL-ND			UEQ	UREPM		7.92	7.92										
	UNBUNDLED EXCHANGE ACCESS LOOP																	
	2-WIRE ANALOG VOICE GRADE LOOP																	
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	14.93	102.10	65.72										
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	25.35	102.10	65.72										
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	50.46	102.10	65.72										
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	14.93	102.10	65.72										
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	25.35	102.10	65.72										
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	50.46	102.10	65.72										
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DSO)			UEA	URES�		24.98	3.52										
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DSO)			UEA	URESР		26.47	5.01										
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEA	UREWO		87.59	36.30										
	Loop Tagging - Service Level 2 (SL2)			UEA	URETL		11.20	1.10										
	Bulk Migration, per 2 Wire Voice Loop-SL2			UEA	UREPN		102.10	65.72										
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2			UEA	UREPM		0.00	0.00										
	4-WIRE ANALOG VOICE GRADE LOOP																	
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	30.81	127.40	91.02										
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	38.32	127.40	91.02										
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	60.39	127.40	91.02										
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DSO)			UEA	URES�		24.98	3.52										
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DSO)			UEA	URESР		26.47	5.01										
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEA	UREWO		87.59	36.30										
	2-WIRE ISDN DIGITAL GRADE LOOP																	
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	22.09	113.34	76.96										
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	35.28	113.34	76.96										
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	65.18	113.34	76.96										
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UDN	UREWO		91.49	44.09										
	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																	
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	12.29	117.08	68.36										
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	14.09	117.08	68.36										
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	15.75	117.08	68.36										
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2W	12.29	92.83	56.02										
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2W	14.09	92.83	56.02										
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2W	15.75	92.83	56.02										
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UAL	UREWO		86.07	40.34										

UNBUNDLED NETWORK ELEMENTS - Louisiana													Att: 2 Exh: A							
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)								
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN			
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																				
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	9.79	125.50	76.77											
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	11.52	125.50	76.77											
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	12.74	125.50	76.77											
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	9.79	101.24	64.43											
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	11.52	101.24	64.43											
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	12.74	101.24	64.43											
		Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UHL	UREWO		86.00	40.34											
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																				
		4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	16.24	153.26	104.54											
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	16.65	153.26	104.54											
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	17.34	153.26	104.54											
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	16.24	129.00	92.20											
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	16.65	129.00	92.20											
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	17.34	129.00	92.20											
		Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UHL	UREWO		86.00	40.34											
4-WIRE DS1 DIGITAL LOOP																				
		4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	85.70	245.16	152.98											
		4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	194.96	245.16	152.98											
		4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	491.94	245.16	152.98											
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			USL	URES		24.98	3.52											
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL	URESP		26.47	5.01											
		Unbundled Loop Service Rearrangement, change in loop facility, per circuit			USL	UREWO		100.93	42.98											
4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																				
		4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	UDL	UDL2X	30.99	121.86	85.48											
		4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	UDL	UDL2X	36.78	121.86	85.48											
		4 Wire Unbundled Digital Loop 2.4 Kbps - Zone3		3	UDL	UDL2X	38.92	121.86	85.48											
		4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	UDL	UDL4X	30.99	121.86	85.48											
		4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	UDL	UDL4X	36.78	121.86	85.48											
		4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	UDL	UDL4X	38.92	121.86	85.48											
		4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	UDL	UDL9X	30.99	121.86	85.48											
		5 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	UDL	UDL9X	36.78	121.86	85.48											
		6 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	UDL	UDL9X	38.92	121.86	85.48											
		4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	UDL	UDL19	30.99	121.86	85.48											
		4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	UDL	UDL19	36.78	121.86	85.48											
		4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	UDL	UDL19	38.92	121.86	85.48											
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	30.99	121.86	85.48											
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	36.78	121.86	85.48											
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	38.92	121.86	85.48											
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	30.99	121.86	85.48											
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	36.78	121.86	85.48											
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	38.92	121.86	85.48											
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DSO)			UDL	URES		24.98	3.52											
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DSO)			UDL	URESP		26.47	5.01											
		Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UDL	UREWO		101.97	49.67											
2-WIRE Unbundled COPPER LOOP																				
		2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	12.29	116.18	67.46											
		2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	14.09	116.18	67.46											

UNBUNDLED NETWORK ELEMENTS - Louisiana												Att: 2 Exh: A								
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l					
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)									
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN				
	2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	15.75	116.18	67.46												
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	12.29	91.92	55.12												
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	14.09	91.92	55.12												
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	15.75	91.92	55.12												
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		7.92	7.92												
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UCL	UREWO		91.92	42.47												
4-WIRE COPPER LOOP																				
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	22.27	139.69	90.96												
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	18.95	139.69	90.96												
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	10.99	139.69	90.96												
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	22.27	115.43	78.63												
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	18.95	115.43	78.63												
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	10.99	115.43	78.63												
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		7.92	7.92												
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UCL	UREWO		91.92	42.47												
	Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL, USL	OCOSL		17.56													
Rearrangements																				
	EEL to UNE-L Retermination, per 2 Wire Unbundled Voice Loop-SL2			UEA	UREEL		87.59	36.30												
	EEL to UNE-L Retermination, per 4 Wire Unbundled Voice Loop			UEA	UREEL		87.59	36.30												
	EEL to UNE-L Retermination, per 2 Wire ISDN Loop			UDN	UREEL		91.49	44.09												
	EEL to UNE-L Retermination, per 4 Wire Unbundled Digital Loop			UDL	UREEL		101.97	49.67												
	EEL to UNE-L Retermination, per 4 Wire Unbundled DS1 Loop			USL	UREEL		100.93	42.98												
UNE LOOP COMMINGLING																				
2-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING																				
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	NTCVG	UEAL2	14.93	102.10	65.72												
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	NTCVG	UEAL2	25.35	102.10	65.72												
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	NTCVG	UEAL2	50.46	102.10	65.72												
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	NTCVG	UEAR2	14.93	102.10	65.72												
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	NTCVG	UEAR2	25.35	102.10	65.72												
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	NTCVG	UEAR2	50.46	102.10	65.72												
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DSO)			NTCVG	URES		24.98	3.52												
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DSO)			NTCVG	URES		26.47	5.01												
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO		87.59	36.30												
	Loop Tagging - Service Level 2 (SL2)			NTCVG	URETL		11.20	1.10												
4-WIRE ANALOG VOICE GRADE LOOP																				
	4-Wire Analog Voice Grade Loop - Zone 1		1	NTCVG	UEAL4	30.81	127.40	91.02	0.00	0.00										
	4-Wire Analog Voice Grade Loop - Zone 2		2	NTCVG	UEAL4	38.32	127.40	91.02	0.00	0.00										
	4-Wire Analog Voice Grade Loop - Zone 3		3	NTCVG	UEAL4	60.39	127.40	91.02	0.00	0.00										
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DSO)			NTCVG	URES		24.98	3.52												
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DSO)			NTCVG	URES		26.47	5.01												
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO		87.59	36.30												
4-WIRE DS1 DIGITAL LOOP																				

UNBUNDLED NETWORK ELEMENTS - Louisiana																	Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l						
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)									
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN				
	4-Wire DS1 Digital Loop - Zone 1		1	NTCD1	USLXX	85.70	245.16	152.98												
	4-Wire DS1 Digital Loop - Zone 2		2	NTCD1	USLXX	194.96	245.16	152.98												
	4-Wire DS1 Digital Loop - Zone 3		3	NTCD1	USLXX	491.94	245.16	152.98												
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			NTCD1	URES		24.98	3.52												
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			NTCD1	URESP		26.47	5.01												
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCD1	UREWO		100.93	42.98												
4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																				
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	NTCUD	UDL2X	30.99	121.86	85.48												
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	NTCUD	UDL2X	36.78	121.86	85.48												
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	NTCUD	UDL2X	38.92	121.86	85.48												
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	NTCUD	UDL4X	30.99	121.86	85.48												
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	NTCUD	UDL4X	36.78	121.86	85.48												
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	NTCUD	UDL4X	38.92	121.86	85.48												
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	NTCUD	UDL9X	30.99	121.86	85.48												
	5 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	NTCUD	UDL9X	36.78	121.86	85.48												
	6 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	NTCUD	UDL9X	38.92	121.86	85.48												
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	NTCUD	UDL19	30.99	121.86	85.48												
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	NTCUD	UDL19	36.78	121.86	85.48												
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	NTCUD	UDL19	38.92	121.86	85.48												
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	NTCUD	UDL56	30.99	121.86	85.48												
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	NTCUD	UDL56	36.78	121.86	85.48												
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	NTCUD	UDL56	38.92	121.86	85.48												
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	NTCUD	UDL64	30.99	121.86	85.48												
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	NTCUD	UDL64	36.78	121.86	85.48												
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	NTCUD	UDL64	38.92	121.86	85.48												
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DSO)			NTCUD	URES		24.98	3.52												
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DSO)			NTCUD	URESP		26.47	5.01												
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCUD	UREWO		101.97	49.67												
	Order Coordination for Specified Conversion Time (per LSR)			NTCVG, NTCUD, NTCDD1	OCOSL		17.56													
MAINTENANCE OF SERVICE																				
				UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCDD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULVDX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVBT		80.00	55.00												
	Maintenance of Service Charge, Basic Time, per half hour																			
				UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCDD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULVDX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVOT		90.00	65.00												
	Maintenance of Service Charge, Overtime, per half hour																			

UNBUNDLED NETWORK ELEMENTS - Louisiana														Att: 2 Exh: A						
CATEGORY	RATE ELEMENTS			Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)							
									First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN		
						UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCDD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVPT		100.00	75.00										
Maintenance of Service Charge, Premium, per half hour																				
LOOP MODIFICATION																				
						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	ULM4L		0.00	0.00										
						Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop	ULMBT		12.15	12.15										
SUB-LOOPS																				
Sub-Loop Distribution																				
						UEANL, UEF	USBSA		144.09	144.09										
						Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up	UEANL, UEF	USBSB	10.99	10.99										
						Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up	UEANL	USBSC	86.16	86.16										
						Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up	UEANL	USBSD	27.13	27.13										
						Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1	1	UEANL	USBN2	7.57	63.89	30.06								
						Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2	2	UEANL	USBN2	12.75	63.89	30.06								
						Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3	3	UEANL	USBN2	21.45	63.89	30.06								
						Order Coordination for Unbundled Sub-Loops, per sub-loop pair		UEANL	USBMC	7.92	7.92									
						Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1	1	UEANL	USBN4	11.76	76.75	42.92								
						Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2	2	UEANL	USBN4	16.84	76.75	42.92								
						Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3	3	UEANL	USBN4	19.27	76.75	42.92								
						Order Coordination for Unbundled Sub-Loops, per sub-loop pair		UEANL	USBMC	7.92	7.92									
						Sub-Loop 2-Wire Intrabuilding Network Cable (INC)		UEANL	USBR2	2.91	51.48	17.65								
						Order Coordination for Unbundled Sub-Loops, per sub-loop pair		UEANL	USBMC	7.92	7.92									
						Sub-Loop 4-Wire Intrabuilding Network Cable (INC)		UEANL	USBR4	6.58	57.54	23.71								
						Order Coordination for Unbundled Sub-Loops, per sub-loop pair		UEANL	USBMC	7.92	7.92									
						Loop Testing - Basic 1st Half Hour		UEANL	URET1	33.17	0.00									
						Loop Testing - Basic Additional Half Hour		UEANL	URETA	19.28	19.28									
						2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	1	UEF	UCS2X	6.26	63.89	30.06								
						2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	2	UEF	UCS2X	10.07	63.89	30.06								
						2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	3	UEF	UCS2X	12.70	63.89	30.06								
						Order Coordination for Unbundled Sub-Loops, per sub-loop pair		UEF	USBMC	7.92	7.92									
						4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	1	UEF	UCS4X	8.03	76.75	42.92								
						4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	2	UEF	UCS4X	10.71	76.75	42.92								
						4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	3	UEF	UCS4X	6.08	76.75	42.92								
						Order Coordination for Unbundled Sub-Loops, per sub-loop pair		UEF	USBMC	7.92	7.92									

UNBUNDLED NETWORK ELEMENTS - Louisiana													Att: 2 Exh: A						
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)							
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN		
		Loop Tagging Service Level 1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		8.92	0.88										
		Loop Testing - Basic 1st Half Hour			UEF	URET1		33.17	0.00										
		Loop Testing - Basic Additional Half Hour			UEF	URETA		19.28	19.28										
Unbundled Sub-Loop Modification																			
		Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		0.00	0.00										
		Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		0.00	0.00										
		Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop			UEF	ULMBT		224.55	4.29										
Unbundled Network Terminating Wire (UNTW)																			
		Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.3454	14.72	14.72										
Network Interface Device (NID)																			
		Network Interface Device (NID) - 1-2 lines			UENTW	UNID12		42.26	27.83										
		Network Interface Device (NID) - 1-6 lines			UENTW	UNID16		62.86	48.43										
		Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		5.73	5.73										
		Network Interface Device Cross Connect - 4W			UENTW	UNDC4		5.73	5.73										
UNE OTHER, PROVISIONING ONLY - NO RATE																			
					UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW, NTCVG, NTCUD, NTCDD1, USL	UNECN	0.00	0.00											
		Unbundled Contact Name, Provisioning Only - no rate			USL, NTCDD1	CCOSF		0.00											
		Unbundled DS1 Loop - Superframe Format Option - no rate			USL, NTCDD1	CCOEF		0.00											
		Unbundled DS1 Loop - Expanded Superframe Format option - no rate			UENTW	UNDBX	0.00	0.00											
		NID - Dispatch and Service Order for NID installation			UENTW	UENCE	0.00	0.00											
		UNTW Circuit Establishment, Provisioning Only - No Rate																	
LOOP MAKE-UP																			
		Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		23.29	23.29										
		Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		24.70	24.70										
		Loop Makeup-With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.19	0.19										
LINE SPLITTING																			
END USER ORDERING-CENTRAL OFFICE BASED																			
		Line Splitting - per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0.61												
		Line Splitting - per line activation AT&T owned - physical			UEPSR UEPSB	UREBP	0.61	17.97	10.29										
		Line Splitting - per line activation AT&T owned - virtual			UEPSR UEPSB	UREBV	0.61	17.97	10.29										
END USER ORDERING - REMOTE SITE LINE SPLITTING																			
		Remote Site Shared Loop Line Activation for End Users - CLEC Owned Splitter			UEPSR UEPSB	URERS	0.61	56.83	23.00	7.19	7.19								
		Remote Site Shared Loop - Subsequent Activity - CLEC Owned Splitter			UEPSR UEPSB	URERA		53.82	21.35										
UNBUNDLED EXCHANGE ACCESS LOOP																			
2-WIRE ANALOG VOICE GRADE LOOP																			
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	12.90	36.54	16.87	0.00	0.00								
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	12.90	36.54	16.87	0.00	0.00								
		2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	23.33	36.54	16.87	0.00	0.00								
		2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	23.33	36.54	16.87	0.00	0.00								
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	48.43	36.54	16.87	0.00	0.00								
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	48.43	36.54	16.87	0.00	0.00								
		Remote Site 2 Wire Analog Voice Grade Loop -Service Level 1-Line Splitting - CLEC Owned Splitter - Zone 1		1	UEPSR UEPSB	UEARS	7.57	63.89	30.06	0.00	0.00								
		Remote Site 2 Wire Analog Voice Grade Loop -Service Level 1-Line Splitting - CLEC Owned Splitter - Zone 2		2	UEPSR UEPSB	UEARS	12.75	63.89	30.06	0.00	0.00								
		Remote Site 2 Wire Analog Voice Grade Loop -Service Level 1-Line Splitting - CLEC Owned Splitter - Zone 3		3	UEPSR UEPSB	UEARS	21.45	63.89	30.06	0.00	0.00								
PHYSICAL COLLOCATION																			
		Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.0318	11.94	11.46	0.00	0.00								

UNBUNDLED NETWORK ELEMENTS - Louisiana												Att: 2 Exh: A								
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l					
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)									
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN				
VIRTUAL COLLOCATION																				
	Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0.0296	11.94	11.46	0.00	0.00										
UNBUNDLED DEDICATED TRANSPORT																				
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																				
	Interoffice Channel - 2-Wire Voice Grade - per mile			U1TVX	1L5XX	0.013														
	Interoffice Channel - 2-Wire Voice Grade - Facility Termination			U1TVX	U1TV2	22.60	39.36	26.62												
	Interoffice Channel - 2-Wire Voice Grade Rev Bat. - per mile			U1TVX	1L5XX	0.013														
	Interoffice Channel - 2-Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	22.60	39.36	26.62												
	Interoffice Channel - 4-Wire Voice Grade - per mile			U1TVX	1L5XX	0.013														
	Interoffice Channel - 4-Wire Voice Grade - Facility Termination			U1TVX	U1TV4	19.81	39.36	26.62												
	Interoffice Channel - 56 kbps - per mile			U1TDX	1L5XX	0.013														
	Interoffice Channel - 56 kbps - Facility Termination			U1TDX	U1TD5	15.61	39.36	26.62												
	Interoffice Channel - 64 kbps - per mile			U1TDX	1L5XX	0.013														
	Interoffice Channel - 64 kbps - Facility Termination			U1TDX	U1TD6	15.61	39.36	26.62												
	Interoffice Channel - DS1 - per mile			U1TD1	1L5XX	0.2652														
	Interoffice Channel - DS1 - Facility Termination			U1TD1	U1TF1	70.47	86.69	79.44												
	Interoffice Channel - DS3 - per mile			U1TD3	1L5XX	6.04														
	Interoffice Channel - DS3 - Facility Termination			U1TD3	U1TF3	850.45	270.69	158.05												
	Interoffice Channel - STS-1 - per mile			U1TS1	1L5XX	6.04														
	Interoffice Channel - STS-1 - Facility Termination			U1TS1	U1TFS	830.19	270.69	158.05												
UNBUNDLED DARK FIBER																				
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	25.28														
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	UDF14		620.60	133.88												
HIGH CAPACITY UNBUNDLED LOCAL LOOP																				
DS-3/STS-1 UNBUNDLED LOCAL LOOP - Stand Alone																				
	DS3 Unbundled Local Loop - per mile			UE3	1L5ND	10.04														
	DS3 Unbundled Local Loop - Facility Termination			UE3	UE3PX	362.34	438.46	256.30												
	STS-1 Unbundled Local Loop - per mile			UDLSX	1L5ND	10.04														
	STS-1 Unbundled Local Loop - Facility Termination			UDLSX	UDLS1	374.56	438.46	256.30												
ENHANCED EXTENDED LINK (EELS)																				
Network Elements Used in Combinations																				
	2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	14.93	94.21	45.09												
	2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	25.35	94.21	45.09												
	2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	50.46	94.21	45.09												
	4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	30.81	94.21	45.09												
	4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	38.32	94.21	45.09												
	4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	60.39	94.21	45.09												
	2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	22.09	94.21	45.09												
	2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	35.28	94.21	45.09												
	2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	65.18	94.21	45.09												
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	30.99	94.21	45.09												
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	36.78	94.21	45.09												
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	38.92	94.21	45.09												
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	30.99	94.21	45.09												
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	36.78	94.21	45.09												
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	38.92	94.21	45.09												
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	85.70	169.22	100.89												
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	194.96	169.22	100.89												
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	491.94	169.22	100.89												
	DS3 Local Loop in combination - per mile			UNC3X	1L5ND	10.04														
	DS3 Local Loop in combination - Facility Termination			UNC3X	UE3PX	362.34	188.45	125.51												
	STS-1 Local Loop in combination - per mile			UNC3X	1L5ND	10.04														
	STS-1 Local Loop in combination - Facility Termination			UNC3X	UDLS1	374.56	188.45	125.51												
	Interoffice Channel in combination - 2-wire VG - per mile			UNCVX	1L5XX	0.013														
	Interoffice Channel in combination - 2-wire VG - Facility Termination			UNCVX	U1TV2	22.60	72.60	41.75												
	Interoffice Channel in combination - 4-wire VG - per mile			UNCVX	1L5XX	0.013														
	Interoffice Channel in combination - 4-wire VG - Facility Termination			UNCVX	U1TV4	19.81	72.60	41.75												
	Interoffice Channel in combination - 4-wire 56 kbps - per mile			UNCDX	1L5XX	0.013														
	Interoffice Channel in combination - 4-wire 56 kbps - Facility Termination			UNCDX	U1TD5	15.61	72.60	41.75												
	Interoffice Channel in combination - 4-wire 64 kbps - per mile			UNCDX	1L5XX	0.013														
	Interoffice Channel in combination - 4-wire 64 kbps - Facility Termination			UNCDX	U1TD6	15.61	72.60	41.75												

UNBUNDLED NETWORK ELEMENTS - Louisiana												Att: 2 Exh: A							
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)								
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN			
	Interoffice Channel in combination - DS1 - per mile			UNC1X	1L5XX	0.2652													
	Interoffice Channel in combination - DS1 Facility Termination			UNC1X	U1TF1	70.47	143.58	103.88											
	Interoffice Channel in combination - DS3 - per mile			UNC3X	1L5XX	6.04													
	Interoffice Channel in combination - DS3 - Facility Termination			UNC3X	U1TF3	850.45	296.68	121.16											
	Interoffice Channel in combination - STS-1 - per mile			UNC3X	1L5XX	6.04													
	Interoffice Channel in combination - STS-1 Facility Termination			UNC3X	U1TFS	830.19	296.68	121.16											
ADDITIONAL NETWORK ELEMENTS																			
Optional Features & Functions:																			
	Clear Channel Capability Extended Frame Option - per DS1	I		U1TD1, ULDD1, UNC1X	CCOEF		0.00	0.00	0.00	0.00									
	Clear Channel Capability Super FrameOption - per DS1	I		U1TD1, ULDD1, UNC1X	CCOSF		0.00	0.00	0.00	0.00									
	Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC		184.65	23.79	1.97	0.77									
	C-bit Parity Option - Subsequent Activity - per DS3	i		U1TD3, ULDD3, UE3, UNC3X	NRCC3		218.78	7.66	0.7263	0.00									
	DS1/DS0 Channel System			UNC1X	MQ1	105.09	59.97	12.96											
	DS3/DS1Channel System			UNC3X, UNC3X	MQ3	201.48	107.05	48.07											
	Voice Grade COCI in combination			UNCVX	1D1VG	0.6497	5.91	4.26											
	Voice Grade COCI - for 2W-SL2 & 4W Voice Grade Local Loop			UEA	1D1VG	0.6497	5.91	4.26											
	Voice Grade COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	0.6497	5.91	4.26											
	OCU-DP COCI (2.4-64kbs) in combination			UNCDX	1D1DD	1.38	5.91	4.26											
	OCU-DP COCI (2.4-64kbs) - for Unbundled Digital Loop			UDL	1D1DD	1.38	5.91	4.26											
	OCU-DP COCI (2.4-64kbs) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	1.38	5.91	4.26											
	2-wire ISDN COCI (BRITE) in combination			UNCNX	UC1CA	2.96	6.39	4.58											
	2-wire ISDN COCI (BRITE) - for a Local Loop			UDN	UC1CA	2.96	6.39	4.58											
	2-wire ISDN COCI (BRITE) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	2.96	6.39	4.58											
	DS1 COCI in combination			UNC1X	UC1D1	11.78	5.91	4.26											
	DS1 COCI - for Stand Alone Local Channel			ULDD1	UC1D1	11.78	5.91	4.26											
	DS1 COCI - for Stand Alone Interoffice Channel			U1TD1	UC1D1	11.78	5.91	4.26											
	DS1 COCI - for DS1 Local Loop			USL, NTCD1	UC1D1	11.78	5.91	4.26											
	DS1 COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUA	UC1D1	11.78	5.91	4.26											
	Wholesale - UNE, Switch-As-Is Conversion Charge			UNCVX, UNCDX, UNC1X, UNC3X, UNC3X, UDFCX, XDH1X, HFQC6, XDD2X, XDV6X, XDDFX, XDD4X, HFRST, UNCNX	UNCCC		5.43	5.43											
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, per circuit (LSR)	I		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URES1		36.83	16.12											
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, incremental charge per circuit on a spreadsheet	i		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URES2		1.49	1.49											
Access to DCS - Customer Reconfiguration (FlexServ)																			
	Customer Reconfiguration Establishment						1.43												
	DS1 DCS Termination with DS0 Switching					19.58	24.81	19.09											
	DS1 DCS Termination with DS1 Switching					10.95	17.93	12.22											
	DS3 DCS Termination with DS1 Switching					149.41	24.81	19.09											
Node (SynchroNet)																			
	Node per month			UNCDX	UNCNT	15.43													
Service Rearrangements																			
	NRC - Change in Facility Assignment per circuit Service Rearrangement	I		U1TVX, U1TDX, U1TUC, U1TUD, U1TUB, ULDDX, ULDDX, UNCVX, UNCDX, UNC1X	URETD		100.93	42.98											
	NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)	I		U1TVX, U1TDX, U1TUC, U1TUD, U1TUB, ULDDX, ULDDX, UNCVX, UNCDX, UNC1X	URETB		3.67	3.67											
	NRC - Order Coordination Specific Time - Dedicated Transport	I		UNC1X, UNC3X	OCOSR		18.85	18.85											
COMMINGLING																			

UNBUNDLED NETWORK ELEMENTS - Louisiana															Att: 2 Exh: A					
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)							
									First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN		
Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.																				

UNBUNDLED NETWORK ELEMENTS - Mississippi											Att: 2 Exh: A								
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)								
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN			
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://wholesale.att.com/																			
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																			
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the AT&T "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 SOMEK rate listed in this category. Please refer to AT&T'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 SOMEK 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 AT&T.																			
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMEK		3.50	0.00	3.50	0.00									
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMAN		15.75	0.00	1.97	0.00									
UNE SERVICE DATE ADVANCEMENT CHARGE																			
NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.																			
				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, UDL03, UDLSX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA, NTCVG, NTCUD, NTCDD1															
	UNE Expedite Charge per Circuit or Line Assignable USOC, per Day				SDASP		200.00												
ORDER MODIFICATION CHARGE																			
	Order Modification Charge (OMC)						26.21	0.00	0.00	0.00									
	Order Modification Additional Dispatch Charge (OMCAD)						150.00	0.00	0.00	0.00									
UNBUNDLED EXCHANGE ACCESS LOOP																			
2-WIRE ANALOG VOICE GRADE LOOP																			
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	12.03	37.92	17.55	23.48	5.25									
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	16.87	37.92	17.55	23.48	5.25									
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	25.68	37.92	17.55	23.48	5.25									
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 4		4	UEANL	UEAL2	43.85	37.92	17.55	23.48	5.25									
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEASL	12.03	37.92	17.55	23.48	5.25									
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEASL	16.87	37.92	17.55	23.48	5.25									
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEASL	25.68	37.92	17.55	23.48	5.25									
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 4		4	UEANL	UEASL	43.85	37.92	17.55	23.48	5.25									
	Tag Loop at End User Premise			UEANL	URETL		8.92	0.88											
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		34.36	0.00											
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		19.97	19.97											
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		8.20	8.20											
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		18.19	18.19											
	Unbundled Non-Design Voice Loop, billing for AT&T providing make-up (Engineering Information - E.I.)			UEANL	UEANM		13.51	13.51											
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEANL	UREWO		15.75	8.92	23.48	5.25									

UNBUNDLED NETWORK ELEMENTS - Mississippi																	Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)									
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN				
	Bulk Migration, per 2 Wire Voice Loop-SL1			UEANL	UREPN		37.92	17.55	23.48	5.25										
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1			UEANL	UREPM		8.20	8.20												
2-WIRE UNBUNDLED COPPER LOOP																				
	2-Wire Unbundled Copper Loop - Non-Designed Zone 1	I	1	UEQ	UEQ2X	11.01	36.53	16.16	22.66	4.42										
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	I	2	UEQ	UEQ2X	11.51	36.53	16.16	22.66	4.42										
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	I	3	UEQ	UEQ2X	11.57	36.53	16.16	22.66	4.42										
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 4	I	4	UEQ	UEQ2X	13.10	36.53	16.16	22.66	4.42										
	Tag Loop at End User Premise			UEQ	URETL		8.92	0.88												
	Loop Testing - Basic 1st Half Hour			UEQ	URET1		34.36	0.00												
	Loop Testing - Basic: Additional Half Hour			UEQ	URETA		19.97	19.97												
	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		8.20	8.20												
	Unbundled Copper Loop - Non-Design, billing for AT&T providing make-up (Engineering Information - E.I.)			UEQ	UEQMU		13.51	13.51												
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEQ	UREWO		14.24	7.42	22.66	4.42										
	Bulk Migration, per 2 Wire UCL-ND			UEQ	UREPN		36.53	16.16	22.66	4.42										
	Bulk Migration Order Coordination, per 2 Wire UCL-ND			UEQ	UREPM		8.20	8.20												
UNBUNDLED EXCHANGE ACCESS LOOP																				
2-WIRE ANALOG VOICE GRADE LOOP																				
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	13.89	105.96	68.28	52.82	10.37										
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	18.75	105.96	68.28	52.82	10.37										
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	27.55	105.96	68.28	52.82	10.37										
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 4		4	UEA	UEAL2	45.72	105.96	68.28	52.82	10.37										
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	13.89	105.96	68.28	52.82	10.37										
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	18.75	105.96	68.28	52.82	10.37										
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	27.55	105.96	68.28	52.82	10.37										
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 4		4	UEA	UEAR2	45.72	105.96	68.28	52.82	10.37										
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DSO)			UEA	URES		25.01	3.53												
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DSO)			UEA	URES		26.50	5.02												
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEA	UREWO		87.56	36.29												
	Loop Tagging - Service Level 2 (SL2)			UEA	URETL		11.19	1.10												
	Bulk Migration, per 2 Wire Voice Loop-SL2			UEA	UREPN		105.96	68.28												
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2			UEA	UREPM		0.00	0.00												
4-WIRE ANALOG VOICE GRADE LOOP																				
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	27.47	132.27	94.59	60.68	14.64										
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	38.26	132.27	94.59	60.68	14.64										
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	50.03	132.27	94.59	60.68	14.64										
	4-Wire Analog Voice Grade Loop - Zone 4		4	UEA	UEAL4	50.03	132.27	94.59	60.68	14.64										
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DSO)			UEA	URES		25.01	3.53												
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DSO)			UEA	URES		26.50	5.02												
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEA	UREWO		87.56	36.29												
2-WIRE ISDN DIGITAL GRADE LOOP																				
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	21.01	117.61	79.92	52.82	10.37										
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	27.59	117.61	79.92	52.82	10.37										
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	37.34	117.61	79.92	52.82	10.37										
	2-Wire ISDN Digital Grade Loop - Zone 4		4	UDN	U1L2X	59.18	117.61	79.92	52.82	10.37										
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UDN	UREWO		91.46	44.07												
2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																				
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	11.11	121.27	70.81	50.38	7.93										
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	11.47	121.27	70.81	50.38	7.93										
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	11.74	121.27	70.81	50.38	7.93										

UNBUNDLED NETWORK ELEMENTS - Mississippi																	Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)									
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN				
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 4		4	UAL	UAL2X	12.69	121.27	70.81	50.38	7.93										
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2W	11.11	96.15	58.03	50.38	7.93										
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2W	11.47	96.15	58.03	50.38	7.93										
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2W	11.74	96.15	58.03	50.38	7.93										
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 4		4	UAL	UAL2W	12.69	96.15	58.03	50.38	7.93										
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UAL	UREWO		86.04	40.33												
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																				
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	8.75	129.98	79.52	50.38	7.93										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	9.22	129.98	79.52	50.38	7.93										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	9.87	129.98	79.52	50.38	7.93										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 4		4	UHL	UHL2X	10.46	129.98	79.52	50.38	7.93										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	8.75	104.86	66.74	50.38	7.93										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	9.22	104.86	66.74	50.38	7.93										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	9.87	104.86	66.74	50.38	7.93										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 4		4	UHL	UHL2W	10.46	104.86	66.74	50.38	7.93										
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UHL	UREWO		85.98	40.33												
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																				
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	13.78	158.74	108.28	56.72	10.68										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	13.43	158.74	108.28	56.72	10.68										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	15.59	158.74	108.28	56.72	10.68										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 4		4	UHL	UHL4X	14.46	158.74	108.28	56.72	10.68										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	13.78	133.62	95.50	56.72	10.68										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	13.43	133.62	95.50	56.72	10.68										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	15.59	133.62	95.50	56.72	10.68										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 4		4	UHL	UHL4W	14.46	133.62	95.50	56.72	10.68										
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UHL	UREWO		85.98	40.33												
4-WIRE DS1 DIGITAL LOOP																				
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	79.08	253.93	158.45	46.10	12.07										
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	129.38	253.93	158.45	46.10	12.07										
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	206.74	253.93	158.45	46.10	12.07										
	4-Wire DS1 Digital Loop - Zone 4		4	USL	USLXX	458.46	253.93	158.45	46.10	12.07										
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			USL	URES		25.01	3.53												
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL	URES		26.50	5.02												
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			USL	UREWO		100.90	42.96												
4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																				
	4 Wire Unbundled Digital Loop 2.4 Kbps-Zone 1		1	UDL	UDL2X	27.44	126.53	88.85	60.68	14.64										
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	UDL	UDL2X	34.55	126.53	88.85	60.68	14.64										
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	UDL	UDL2X	40.76	126.53	88.85	60.68	14.64										
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 4		4	UDL	UDL2X	32.25	126.53	88.85	60.68	14.64										
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	UDL	UDL4X	27.44	126.53	88.85	60.68	14.64										
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	UDL	UDL4X	34.55	126.53	88.85	60.68	14.64										
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	UDL	UDL4X	40.76	126.53	88.85	60.68	14.64										
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 4		4	UDL	UDL4X	32.25	126.53	88.85	60.68	14.64										

UNBUNDLED NETWORK ELEMENTS - Mississippi													Att: 2 Exh: A							
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l					
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)									
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN				
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	UDL	UDL9X	27.44	126.53	88.85	60.68	14.64										
	5 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	UDL	UDL9X	34.55	126.53	88.85	60.68	14.64										
	6 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	UDL	UDL9X	40.76	126.53	88.85	60.68	14.64										
	7 Wire Unbundled Digital Loop 9.6 Kbps - Zone 4		4	UDL	UDL9X	32.25	126.53	88.85	60.68	14.64										
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	UDL	UDL19	27.44	126.53	88.85	60.68	14.64										
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	UDL	UDL19	34.55	126.53	88.85	60.68	14.64										
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	UDL	UDL19	40.76	126.53	88.85	60.68	14.64										
	4 Wire Unbundled Digital 19.2 Kbps - Zone 4		4	UDL	UDL19	32.25	126.53	88.85	60.68	14.64										
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	27.44	126.53	88.85	60.68	14.64										
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	34.55	126.53	88.85	60.68	14.64										
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	40.76	126.53	88.85	60.68	14.64										
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 4		4	UDL	UDL56	32.25	126.53	88.85	60.68	14.64										
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	27.44	126.53	88.85	60.68	14.64										
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	34.55	126.53	88.85	60.68	14.64										
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	40.76	126.53	88.85	60.68	14.64										
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 4		4	UDL	UDL64	32.25	126.53	88.85	60.68	14.64										
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DSO)			UDL	URES		25.01	3.53												
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DSO)			UDL	URESP		26.50	5.02												
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UDL	UREWO		101.94	49.66												
2-WIRE Unbundled COPPER LOOP																				
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	11.11	120.34	69.87	50.38	7.93										
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	11.47	120.34	69.87	50.38	7.93										
	2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	11.74	120.34	69.87	50.38	7.93										
	2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 4		4	UCL	UCLPB	12.69	120.34	69.87	50.38	7.93										
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	11.11	95.21	57.09	50.38	7.93										
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	11.47	95.21	57.09	50.38	7.93										
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	11.74	95.21	57.09	50.38	7.93										
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 4		4	UCL	UCLPW	12.69	95.21	57.09	50.38	7.93										
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.20	8.20												
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UCL	UREWO		95.21	42.40												
4-WIRE COPPER LOOP																				
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	17.30	144.68	94.22	56.72	10.68										
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	18.84	144.68	94.22	56.72	10.68										
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	21.33	144.68	94.22	56.72	10.68										
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 4		4	UCL	UCL4S	21.33	144.68	94.22	56.72	10.68										
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	17.30	119.56	81.44	56.72	10.68										
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	18.84	119.56	81.44	56.72	10.68										
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	21.33	119.56	81.44	56.72	10.68										
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 4		4	UCL	UCL4W	21.33	119.56	81.44	56.72	10.68										
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.20	8.20												
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UCL	UREWO		95.21	42.40												
	Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL, USL	OCOSL		18.19													
Rearrangements																				
	EEL to UNE-L Retermination, per 2 Wire Unbundled Voice Loop-SL2			UEA	UREEL		87.56	36.29												
	EEL to UNE-L Retermination, per 4 Wire Unbundled Voice Loop			UEA	UREEL		87.56	36.29												
	EEL to UNE-L Retermination, per 2 Wire ISDN Loop			UDN	UREEL		91.46	44.07												

UNBUNDLED NETWORK ELEMENTS - Mississippi														Att: 2 Exh: A				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)							
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN		
	EEL to UNE-L. Reterrmination, per 4 Wire Unbundled Digital Loop			UDL	UREEL		101.94	49.66										
	EEL to UNE-L. Reterrmination, per 4 Wire Unbundled DS1 Loop			USL	UREEL		100.90	42.96										
UNE LOOP COMMINGLING																		
2-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING																		
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	NTCVG	UEAL2	13.89	105.96	68.28	52.82	10.37								
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	NTCVG	UEAL2	18.75	105.96	68.28	52.82	10.37								
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	NTCVG	UEAL2	27.55	105.96	68.28	52.82	10.37								
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 4		4	NTCVG	UEAL2	45.72	105.96	68.28	52.82	10.37								
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	NTCVG	UEAR2	13.89	105.96	68.28	52.82	10.37								
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	NTCVG	UEAR2	18.75	105.96	68.28	52.82	10.37								
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	NTCVG	UEAR2	27.55	105.96	68.28	52.82	10.37								
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 4		4	NTCVG	UEAR2	45.72	105.96	68.28	52.82	10.37								
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DSO)			NTCVG	URES		25.01	3.53										
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DSO)			NTCVG	URES		26.50	5.02										
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO		87.56	36.29										
	Loop Tagging - Service Level 2 (SL2)			NTCVG	URETL		11.19	1.10										
4-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING																		
	4-Wire Analog Voice Grade Loop - Zone 1		1	NTCVG	UEAL4	27.47	132.27	94.59	60.68	14.64								
	4-Wire Analog Voice Grade Loop - Zone 2		2	NTCVG	UEAL4	38.26	132.27	94.59	60.68	14.64								
	4-Wire Analog Voice Grade Loop - Zone 3		3	NTCVG	UEAL4	50.03	132.27	94.59	60.68	14.64								
	4-Wire Analog Voice Grade Loop - Zone 4		4	NTCVG	UEAL4	50.03	132.27	94.59	60.68	14.64								
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DSO)			NTCVG	URES		25.01	3.53										
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DSO)			NTCVG	URES		26.50	5.02										
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO		87.56	36.29										
4-WIRE DS1 DIGITAL LOOP																		
	4-Wire DS1 Digital Loop - Zone 1		1	NTCD1	USLXX	79.08	253.93	158.45	46.10	12.07								
	4-Wire DS1 Digital Loop - Zone 2		2	NTCD1	USLXX	129.38	253.93	158.45	46.10	12.07								
	4-Wire DS1 Digital Loop - Zone 3		3	NTCD1	USLXX	206.74	253.93	158.45	46.10	12.07								
	4-Wire DS1 Digital Loop - Zone 4		4	NTCD1	USLXX	458.46	253.93	158.45	46.10	12.07								
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			NTCD1	URES		25.01	3.53										
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			NTCD1	URES		26.50	5.02										
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCD1	UREWO		100.90	42.96										
4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																		
	4 Wire Unbundled Digital Loop 2.4 Kbps-Zone 1		1	NTCUD	UDL2X	27.44	126.53	88.85	60.68	14.64								
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	NTCUD	UDL2X	34.55	126.53	88.85	60.68	14.64								
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	NTCUD	UDL2X	40.76	126.53	88.85	60.68	14.64								
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 4		4	NTCUD	UDL2X	32.25	126.53	88.85	60.68	14.64								
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	NTCUD	UDL4X	27.44	126.53	88.85	60.68	14.64								
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	NTCUD	UDL4X	34.55	126.53	88.85	60.68	14.64								
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	NTCUD	UDL4X	40.76	126.53	88.85	60.68	14.64								
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 4		4	NTCUD	UDL4X	32.25	126.53	88.85	60.68	14.64								
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	NTCUD	UDL9X	27.44	126.53	88.85	60.68	14.64								
	5 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	NTCUD	UDL9X	34.55	126.53	88.85	60.68	14.64								
	6 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	NTCUD	UDL9X	40.76	126.53	88.85	60.68	14.64								
	7 Wire Unbundled Digital Loop 9.6 Kbps - Zone 4		4	NTCUD	UDL9X	32.25	126.53	88.85	60.68	14.64								
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	NTCUD	UDL19	27.44	126.53	88.85	60.68	14.64								
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	NTCUD	UDL19	34.55	126.53	88.85	60.68	14.64								
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	NTCUD	UDL19	40.76	126.53	88.85	60.68	14.64								
	4 Wire Unbundled Digital 19.2 Kbps - Zone 4		4	NTCUD	UDL19	32.25	126.53	88.85	60.68	14.64								
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	NTCUD	UDL56	27.44	126.53	88.85	60.68	14.64								
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	NTCUD	UDL56	34.55	126.53	88.85	60.68	14.64								

UNBUNDLED NETWORK ELEMENTS - Mississippi																	Att: 2 Exh: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l		
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)							
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN		
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	NTCUD	UDL56	40.76	126.53	88.85	60.68	14.64								
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 4		4	NTCUD	UDL56	32.25	126.53	88.85	60.68	14.64								
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	NTCUD	UDL64	27.44	126.53	88.85	60.68	14.64								
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	NTCUD	UDL64	34.55	126.53	88.85	60.68	14.64								
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	NTCUD	UDL64	40.76	126.53	88.85	60.68	14.64								
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 4		4	NTCUD	UDL64	32.25	126.53	88.85	60.68	14.64								
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DSO)			NTCUD	URES	25.01	3.53											
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DSO)			NTCUD	URESP	26.50	5.02											
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCUD	UREWO	101.94	49.66											
	Order Coordination for Specified Conversion Time (per LSR)			NTCVG, NTCUD, NTC1	OCOSL	18.19												
MAINTENANCE OF SERVICE																		
	Maintenance of Service Charge, Basic Time, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTC1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVBT	80.00	55.00											
	Maintenance of Service Charge, Overtime, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTC1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVOT	90.00	65.00											
	Maintenance of Service Charge, Premium, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTC1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVPT	100.00	75.00											
LOOP MODIFICATION																		
	Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L	32.57	32.57											
	Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L	32.57	32.57											
	Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT	32.59	32.59											
SUB-LOOPS																		
	Sub-Loop Distribution																	

UNBUNDLED NETWORK ELEMENTS - Mississippi

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up	I		UEANL, UEF	USBSA		259.69									
	Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up	I		UEANL, UEF	USBSB		22.77									
	Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up	I		UEANL	USBSC		178.47									
	Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up	I		UEANL	USBSD		56.39									
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN2	7.15	66.18	31.14	45.36	6.71						
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN2	9.51	66.18	31.14	45.36	6.71						
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN2	12.45	66.18	31.14	45.36	6.71						
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 4		4	UEANL	USBN2	18.26	66.18	31.14	45.36	6.71						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.20	8.20								
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1	1		UEANL	USBN4	7.30	79.49	44.45	51.27	9.35						
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2	2		UEANL	USBN4	13.92	79.49	44.45	51.27	9.35						
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3	3		UEANL	USBN4	16.73	79.49	44.45	51.27	9.35						
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 4	4		UEANL	USBN4	16.73	79.49	44.45	51.27	9.35						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.20	8.20								
	Sub-Loop 2-Wire Intrabuilding Network Cable (INC)			UEANL	USBR2	2.29	53.32	18.28	45.36	6.71						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.20	8.20								
	Sub-Loop 4-Wire Intrabuilding Network Cable (INC)			UEANL	USBR4	4.40	59.60	24.55	51.27	9.35						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.20	8.20								
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		34.36	0.00								
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		19.97	19.97								
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	1	UEF	UCS2X	6.06	66.18	31.14	45.36	6.71							
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	2	UEF	UCS2X	7.09	66.18	31.14	45.36	6.71							
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	3	UEF	UCS2X	8.16	66.18	31.14	45.36	6.71							
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 4	4	UEF	UCS2X	9.90	66.18	31.14	45.36	6.71							
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		8.20	8.20								
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	1	UEF	UCS4X	5.10	79.49	44.45	51.27	9.35							
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	2	UEF	UCS4X	9.11	79.49	44.45	51.27	9.35							
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	3	UEF	UCS4X	14.00	79.49	44.45	51.27	9.35							
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 4	4	UEF	UCS4X	14.00	79.49	44.45	51.27	9.35							
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		8.20	8.20								
	Loop Tagging Service Level 1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		8.92	0.88								
	Loop Testing - Basic 1st Half Hour			UEF	URET1		34.36	0.00								
	Loop Testing - Basic Additional Half Hour			UEF	URETA		19.97	19.97								
Unbundled Sub-Loop Modification																
	Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		176.80	5.13								
	Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		176.80	5.13								
	Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop			UEF	ULMBT		279.81	6.15								
Unbundled Network Terminating Wire (UNTW)																
	Unbundled Network Terminating Wire (UNTW) per Pair			UNTW	UENPP	0.3366	30.55									
Network Interface Device (NID)																
	Network Interface Device (NID) - 1-2 lines			UNTW	UND12		43.84	28.90								
	Network Interface Device (NID) - 1-6 lines			UNTW	UND16		65.30	50.36								
	Network Interface Device Cross Connect - 2 W			UNTW	UNDC2		5.94	5.94								
	Network Interface Device Cross Connect - 4W			UNTW	UNDC4		5.94	5.94								
UNE OTHER, PROVISIONING ONLY - NO RATE																

UNBUNDLED NETWORK ELEMENTS - Mississippi													Att: 2 Exh: A						
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)							
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN		
					UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW, NTCVG, NTCUD, NTCDD1, USL	UNECD	0.00	0.00											
		Unbundled Contact Name, Provisioning Only - no rate																	
		Unbundled DS1 Loop - Superframe Format Option - no rate			USL, NTCDD1	CCOSF		0.00											
		Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL, NTCDD1	CCOEF		0.00											
		NID - Dispatch and Service Order for NID installation			UENTW	UNDBX	0.00	0.00											
		UNTW Circuit Establishment, Provisioning Only - No Rate			UENTW	UENCE	0.00	0.00											
LOOP MAKE-UP																			
		Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		24.12	24.12										
		Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		25.58	25.58										
		Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.6652	0.6652										
LINE SPLITTING																			
END USER ORDERING-CENTRAL OFFICE BASED																			
		Line Splitting - per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0.61												
		Line Splitting - per line activation AT&T owned - physical			UEPSR UEPSB	UREBP	0.61	18.62	10.66	10.04	4.93								
		Line Splitting - per line activation AT&T owned - virtual			UEPSR UEPSB	UREBV	0.61	18.62	10.66	10.04	4.93								
END USER ORDERING - REMOTE SITE LINE SPLITTING																			
		Remote Site Shared Loop Line Activation for End Users - CLEC Owned Splitter			UEPSR UEPSB	URERS	0.61	56.96	23.05	7.19	7.19								
		Remote Site Shared Loop - Subsequent Activity - CLEC Owned Splitter			UEPSR UEPSB	URERA		53.94	21.40										
UNBUNDLED EXCHANGE ACCESS LOOP																			
2-WIRE ANALOG VOICE GRADE LOOP																			
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	12.03	37.92	17.55	23.48	5.25								
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	12.03	37.92	17.55	23.48	5.25								
		2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	16.87	37.92	17.55	23.48	5.25								
		2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	16.87	37.92	17.55	23.48	5.25								
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	25.68	37.92	17.55	23.48	5.25								
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	25.68	37.92	17.55	23.48	5.25								
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 4		4	UEPSR UEPSB	UEALS	43.85	37.92	17.55	23.48	5.25								
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 4		4	UEPSR UEPSB	UEABS	43.85	37.92	17.55	23.48	5.25								
		Remote Site 2 Wire Analog Voice Grade Loop -Service Level 1-Line Splitting - CLEC Owned Splitter - Zone 1		1	UEPSR UEPSB	UEARS	7.15	66.18	31.14	45.36	6.71								
		Remote Site 2 Wire Analog Voice Grade Loop -Service Level 1-Line Splitting - CLEC Owned Splitter - Zone 2		2	UEPSR UEPSB	UEARS	9.51	66.18	31.14	45.36	6.71								
		Remote Site 2 Wire Analog Voice Grade Loop -Service Level 1-Line Splitting - CLEC Owned Splitter - Zone 3		3	UEPSR UEPSB	UEARS	12.45	66.18	31.14	45.36	6.71								
		Remote Site 2 Wire Analog Voice Grade Loop -Service Level 1-Line Splitting - CLEC Owned Splitter - Zone 4		4	UEPSR UEPSB	UEARS	18.26	66.18	31.14	45.36	6.71								
PHYSICAL COLLOCATION																			
		Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.0288	12.37	11.87	6.04	5.45								
VIRTUAL COLLOCATION																			
		Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0.0268	12.37	11.87	6.04	5.45								
UNBUNDLED DEDICATED TRANSPORT																			
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																			
		Interoffice Channel - 2-Wire Voice Grade - per mile			U1TVX	1L5XX	0.0098												
		Interoffice Channel - 2-Wire Voice Grade - Facility Termination			U1TVX	U1TV2	22.52	40.77	27.57	17.26	7.11								
		Interoffice Channel - 2-Wire Voice Grade Rev Bat. - per mile			U1TVX	1L5XX	0.0098												
		Interoffice Channel - 2-Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	22.52	40.77	27.57	17.26	7.11								
		Interoffice Channel - 4-Wire Voice Grade - per mile			U1TVX	1L5XX	0.0098												
		Interoffice Channel - 4- Wire Voice Grade - Facility Termination			U1TVX	U1TV4	19.79	40.77	27.57	17.26	7.11								

UNBUNDLED NETWORK ELEMENTS - Mississippi													Att: 2 Exh: A							
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l					
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)									
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN				
	Interoffice Channel - 56 kbps - per mile			U1TDX	1L5XX	0.0098														
	Interoffice Channel - 56 kbps - Facility Termination			U1TDX	U1TD5	15.68	40.77	27.57	17.26	7.11										
	Interoffice Channel - 64 kbps - per mile			U1TDX	1L5XX	0.0098														
	Interoffice Channel - 64 kbps - Facility Termination			U1TDX	U1TD6	15.68	40.77	27.57	17.26	7.11										
	Interoffice Channel - DS1 - per mile			U1TD1	1L5XX	0.201														
	Interoffice Channel - DS1 - Facility Termination			U1TD1	U1TF1	57.33	89.79	82.28	16.86	14.90										
	Interoffice Channel - DS3 - per mile			U1TD3	1L5XX	4.76														
	Interoffice Channel - DS3 - Facility Termination			U1TD3	U1TF3	641.90	280.37	163.70	62.08	60.29										
	Interoffice Channel - STS-1 - per mile			U1TS1	1L5XX	4.76														
	Interoffice Channel - STS-1 - Facility Termination			U1TS1	U1TFS	644.21	280.37	163.70	62.08	60.29										
UNBUNDLED DARK FIBER																				
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	28.27														
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	UDF14		642.79	138.67	326.97	203.85										
HIGH CAPACITY UNBUNDLED LOCAL LOOP																				
DS-3/STS-1 UNBUNDLED LOCAL LOOP - Stand Alone																				
	DS3 Unbundled Local Loop - per mile			UE3	1L5ND	11.20														
	DS3 Unbundled Local Loop - Facility Termination			UE3	UE3PX	326.15	454.13	265.47	123.23	86.19										
	STS-1 Unbundled Local Loop - per mile			UDLSX	1L5ND	11.20														
	STS-1 Unbundled Local Loop - Facility Termination			UDLSX	UDLS1	338.55	454.13	265.47	123.23	86.19										
ENHANCED EXTENDED LINK (EELS)																				
Network Elements Used in Combinations																				
	2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	13.89	105.96	68.28	52.82	10.37										
	2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	18.75	105.96	68.28	52.82	10.37										
	2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	27.55	105.96	68.28	52.82	10.37										
	2-Wire VG Loop (SL2) in Combination - Zone 4		4	UNCVX	UEAL2	45.72	105.96	68.28	52.82	10.37										
	4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	27.47	132.27	94.59	60.68	14.64										
	4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	38.26	132.27	94.59	60.68	14.64										
	4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	50.03	132.27	94.59	60.68	14.64										
	4-Wire Analog Voice Grade Loop in Combination - Zone 4		4	UNCVX	UEAL4	50.03	132.27	94.59	60.68	14.64										
	2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	21.01	117.61	79.92	52.82	10.37										
	2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	27.59	117.61	79.92	52.82	10.37										
	2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	37.34	117.61	79.92	52.82	10.37										
	2-Wire ISDN Loop in Combination - Zone 4		4	UNCNX	U1L2X	59.18	117.61	79.92	52.82	10.37										
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	27.44	126.53	88.85	60.68	14.64										
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	34.55	126.53	88.85	60.68	14.64										
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	40.76	126.53	88.85	60.68	14.64										
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 4		4	UNCDX	UDL56	32.25	126.53	88.85	60.68	14.64										
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	27.44	126.53	88.85	60.68	14.64										
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	34.55	126.53	88.85	60.68	14.64										
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	40.76	126.53	88.85	60.68	14.64										
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 4		4	UNCDX	UDL64	32.25	126.53	88.85	60.68	14.64										
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	79.08	253.93	158.45	46.10	12.07										
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	129.38	253.93	158.45	46.10	12.07										
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	206.74	253.93	158.45	46.10	12.07										
	4-Wire DS1 Digital Loop in Combination - Zone 4		4	UNC1X	USLXX	458.46	253.93	158.45	46.10	12.07										
	DS3 Local Loop in combination - per mile			UNC3X	1L5ND	11.20														
	DS3 Local Loop in combination - Facility Termination			UNC3X	UE3PX	326.15	454.13	265.47	123.23	86.19										
	STS-1 Local Loop in combination - per mile			UNC5X	1L5ND	11.20														
	STS-1 Local Loop in combination - Facility Termination			UNC5X	UDLS1	338.55	454.13	265.47	123.23	86.19										
	Interoffice Channel in combination - 2-wire VG - per mile			UNCVX	1L5XX	0.0088														
	Interoffice Channel in combination - 2-wire VG - Facility Termination			UNCVX	U1TV2	20.32	40.77	27.57	17.26	7.11										
	Interoffice Channel in combination - 4-wire VG - per mile			UNCVX	1L5XX	0.0088														
	Interoffice Channel in combination - 4-wire VG - Facility Termination			UNCVX	U1TV4	17.86	40.77	27.57	17.26	7.11										
	Interoffice Channel in combination - 4-wire 56 kbps - per mile			UNCDX	1L5XX	0.0088														
	Interoffice Channel in combination - 4-wire 56 kbps - Facility Termination			UNCDX	U1TD5	14.14	40.77	27.57	17.26	7.11										
	Interoffice Channel in combination - 4-wire 64 kbps - per mile			UNCDX	1L5XX	0.0088														
	Interoffice Channel in combination - 4-wire 64 kbps - Facility Termination			UNCDX	U1TD6	14.14	40.77	27.57	17.26	7.11										
	Interoffice Channel in combination - DS1 - per mile			UNC1X	1L5XX	0.1813														
	Interoffice Channel in combination - DS1 Facility Termination			UNC1X	U1TF1	51.72	89.79	82.28	16.86	14.90										
	Interoffice Channel in combination - DS3 - per mile			UNC3X	1L5XX	4.29														
	Interoffice Channel in combination - DS3 - Facility Termination			UNC3X	U1TF3	579.12	280.37	163.70	62.08	60.29										
	Interoffice Channel in combination - STS-1 - per mile			UNC5X	1L5XX	4.29														
	Interoffice Channel in combination - STS-1 Facility Termination			UNC5X	U1TFS	581.21	280.37	163.70	62.08	60.29										
ADDITIONAL NETWORK ELEMENTS																				

UNBUNDLED NETWORK ELEMENTS - Mississippi											Att: 2 Exh: A									
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l					
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)									
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN				
Optional Features & Functions:																				
	Clear Channel Capability Extended Frame Option - per DS1	I		U1TD1, ULDD1, UNC1X	CCOEF		0.00	0.00	0.00	0.00										
	Clear Channel Capability Super FrameOption - per DS1	I		U1TD1, ULDD1, UNC1X	CCOSF		0.00	0.00	0.00	0.00										
	Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC		184.60	23.78	1.96	0.76										
	C-bit Parity Option - Subsequent Activity - per DS3	I		U1TD3, ULDD3, UE3, UNC3X	NRCC3		218.72	7.66	0.7201	0.00										
	DS1/DS0 Channel System			UNC1X	MQ1		102.85	91.57	62.94	10.87	10.10									
	DS3/DS1Channel System			UNC3X, UNC3X	MQ3		170.63	179.17	94.52	34.30	32.82									
	Voice Grade COCI in combination			UNCVX	1D1VG		0.5737	6.62	4.74											
	Voice Grade COCI - for 2W-SL2 & 4W Voice Grade Local Loop			UEA	1D1VG		0.5737	6.62	4.74											
	Voice Grade COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG		0.5737	6.62	4.74											
	OCU-DP COCI (2.4-64kbs) in combination			UNCDX	1D1DD		1.22	6.62	4.74											
	OCU-DP COCI (2.4-64kbs) - for Unbundled Digital Loop			UDL	1D1DD		1.22	6.62	4.74											
	OCU-DP COCI (2.4-64kbs) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD		1.22	6.62	4.74											
	2-wire ISDN COCI (BRITE) in combination			UNCNX	UC1CA		2.62	6.62	4.74											
	2-wire ISDN COCI (BRITE) - for a Local Loop			UDN	UC1CA		2.62	6.62	4.74											
	2-wire ISDN COCI (BRITE) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA		2.62	6.62	4.74											
	DS1 COCI in combination			UNC1X	UC1D1		12.96	6.62	4.74											
	DS1 COCI - for Stand Alone Local Channel			ULDD1	UC1D1		12.96	6.62	4.74											
	DS1 COCI - for Stand Alone Interoffice Channel			U1TD1	UC1D1		12.96	6.62	4.74											
	DS1 COCI - for DS1 Local Loop			USL, NTCDD1	UC1D1		12.96	6.62	4.74											
	DS1 COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUA	UC1D1		12.96	6.62	4.74											
	Wholesale - UNE, Switch-As-Is Conversion Charge			UNCVX, UNCDX, UNC1X, UNC3X, UNC3X, UDFCX, XDH1X, HFQC6, XDD2X, XDV6X, XDDFX, XDD4X, HFRST, UNC3X	UNCCC		5.63	5.63												
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, per circuit (LSR)	I		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URES		36.87	16.14												
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, incremental charge per circuit on a spreadsheet	I		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESP		1.49	1.49												
Access to DCS - Customer Reconfiguration (FlexServ)																				
	Customer Reconfiguration Establishment						1.49		1.90											
	DS1 DCS Termination with DS0 Switching						20.81	25.69	19.77	17.15	13.79									
	DS1 DCS Termination with DS1 Switching						10.73	18.57	12.65	12.60	9.24									
	DS3 DCS Termination with DS1 Switching						145.05	25.69	19.77	17.15	13.79									
Node (SynchroNet)																				
	Node per month			UNCDX	UNCNT		15.80													
Service Rearrangements																				
	NRC - Change in Facility Assignment per circuit Service Rearrangement	I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETD		100.90	42.96												
	NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)	I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETB		3.68	3.68												
	NRC - Order Coordination Specific Time - Dedicated Transport	I		UNC1X, UNC3X	OCOSR		18.87	18.87												
COMMINGLING																				

UNBUNDLED NETWORK ELEMENTS - Mississippi

CATEGORY		RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)								
									First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN			
						UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, U1TD1, U1TD3, U1TS1, UE3, UDLSX, U1TVX, U1TDX, U1TUB, ULDDX, ULDD1, ULDD3, ULDS1	CMGAU	0.00	0.00	0.00	0.00	0.00									
		Commingling Authorization																			
		Commingled (UNE part of single bandwidth circuit)																			
						XDV2X, NTCVG	1D1VG	0.5737	6.62	4.74											
						XDV6X, NTCUD	1D1DD	1.22	6.62	4.74											
						XDD4X	UC1CA	2.62	6.62	4.74											
						XDV2X	U1TV2	22.52	40.77	27.57	17.26	7.11									
						XDV6X	U1TV4	19.79	40.77	27.57	17.26	7.11									
						XDD4X	U1TD5	15.68	40.77	27.57	17.26	7.11									
						XDD4X	U1TD6	15.68	40.77	27.57	17.26	7.11									
						XDV2X, XDV6X, XDD4X	1L5XX	0.0088													
					1	XDV2X	UEAL2	13.89	105.96	68.28	52.82	10.37									
					2	XDV2X	UEAL2	18.75	105.96	68.28	52.82	10.37									
					3	XDV2X	UEAL2	27.55	105.96	68.28	52.82	10.37									
					4	XDV2X	UEAL2	45.72	105.96	68.28	52.82	10.37									
					1	XDV6X	UEAL4	27.47	132.27	94.59	60.68	14.64									
					2	XDV6X	UEAL4	38.26	132.27	94.59	60.68	14.64									
					3	XDV6X	UEAL4	50.03	132.27	94.59	60.68	14.64									
					4	XDV6X	UEAL4	50.03	132.27	94.59	60.68	14.64									
					1	XDD4X	UDL56	27.44	126.53	88.85	60.68	14.64									
					2	XDD4X	UDL56	34.55	126.53	88.85	60.68	14.64									
					3	XDD4X	UDL56	40.76	126.53	88.85	60.68	14.64									
					4	XDD4X	UDL56	32.25	126.53	88.85	60.68	14.64									
					1	XDD4X	UDL64	27.44	126.53	88.85	60.68	14.64									
					2	XDD4X	UDL64	34.55	126.53	88.85	60.68	14.64									
					3	XDD4X	UDL64	40.76	126.53	88.85	60.68	14.64									
					4	XDD4X	UDL64	32.25	126.53	88.85	60.68	14.64									
					1	XDD4X	U1L2X	21.01	117.61	79.92	52.82	10.37									
					2	XDD4X	U1L2X	27.59	117.61	79.92	52.82	10.37									
					3	XDD4X	U1L2X	37.34	117.61	79.92	52.82	10.37									
					4	XDD4X	U1L2X	59.18	117.61	79.92	52.82	10.37									
						XDH1X, NTCOD1	UC1D1	12.96	6.62	4.74											
						XDH1X	U1TF1	57.33	89.79	82.28	16.86	14.90									
						XDH1X	1L5XX	0.1813													
						XDH1X	MQ1	102.85	91.57	62.94	10.87	10.10									
					1	XDH1X	USLXX	79.08	253.93	158.45	46.10	12.07									
					2	XDH1X	USLXX	129.38	253.93	158.45	46.10	12.07									
					3	XDH1X	USLXX	206.74	253.93	158.45	46.10	12.07									
					4	XDH1X	USLXX	458.46	253.93	158.45	46.10	12.07									
						HFQC6	UE3PX	326.15	454.13	265.47	123.23	86.19									
						HFQC6, HFRST	1L5ND	11.20													
						HFRST	UDLS1	338.55	454.13	265.47	123.23	86.19									
						HFQC6	MO3	170.63	179.17	94.52	34.30	32.82									
						HFQC6	U1TF3	641.90	280.37	163.70	62.08	60.29									
						HFQC6	1L5XX	4.29													
						HFRST	U1TFS	644.21	280.37	163.70	62.08	60.29									
						HFRST	1L5XX	4.29													
						HEQDL	1L5DF	28.27													
						HEQDL	UDF14		642.79	138.67	326.97	203.85									
						XDH1X, HFQC6	CMGUN	0.00	0.00	0.00	0.00	0.00									
						XDH1X, HFQC6	CMGSP	0.00	0.00	0.00	0.00	0.00									
		LNP Query Service																			
								0.0008477													
									12.59	12.59	11.58	11.58									
									596.94	304.96	270.49	198.89									
		911 PBX LOCATE																			
		911 PBX LOCATE DATABASE CAPABILITY																			
						9PBDC	9PBEU		1,822.00												
						9PBDC	9PBTN		182.29												
						9PBDC	9PBMM	0.07													

UNBUNDLED NETWORK ELEMENTS - Mississippi																Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l				
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)								
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN			
	Change Company (Service Provider) ID			9PBDC	9PBPC		535.11												
	PBX Locate Service Support per CLEC (Monthlt)			9PBDC	9PBMR	178.43													
	Service Order Charge			9PBDC	9PBSC		15.75												
911 PBX LOCATE TRANSPORT COMPONENT																			
See Att 3																			
Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.																			

UNBUNDLED NETWORK ELEMENTS - North Carolina																	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l		
						Rec	Nonrecurring		Nonrecurring Disconnect	OSS Rates(\$)							
							First	Add'l	First	Add'l	SOMECD	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://wholesale.att.com/																	
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																	
	NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the AT&T "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 SOMECD rate listed in this category. Please refer to AT&T'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 SOMECD 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 AT&T.																
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMECD		3.50	0.00	3.50	0.00							
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMAN		15.20	0.00	15.20	0.00							
UNE SERVICE DATE ADVANCEMENT CHARGE																	
	NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.																
	UNE Expedite Charge per Circuit or Line Assignable USOC, per Day			UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDLO3, UDLSX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNX, UNCXS, UNCXX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA, NTCVG, NTCUD, NTCDD1	SDASP		200.00										
ORDER MODIFICATION CHARGE																	
	Order Modification Charge (OMC)						26.21	0.00	0.00	0.00							
	Order Modification Additional Dispatch Charge (OMCAD)						0.00	0.00	0.00	0.00							
UNBUNDLED EXCHANGE ACCESS LOOP																	
2-WIRE ANALOG VOICE GRADE LOOP																	
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2		10.82	36.54	16.87								
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2		16.21	36.54	16.87								
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2		24.08	36.54	16.87								
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEASL		10.82	36.54	16.87								
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEASL		16.21	36.54	16.87								
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEASL		24.08	36.54	16.87								
	Tag Loop at End User Premise			UEANL	URETL			8.93	0.88								
	Loop Testing - Basic 1st Half Hour			UEANL	URET1			33.17	0.00								
	Loop Testing - Basic Additional Half Hour			UEANL	URETA			19.28	19.28								
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC			7.92	7.92								
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL			17.56									
	Unbundled Non-Design Voice Loop, billing for AT&T providing make-up (Engineering Information - E.I.)			UEANL	UEANM			13.04	13.04								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEANL	UREWO			15.74	8.92								
	Bulk Migration, per 2 Wire Voice Loop-SL1			UEANL	UREPN			36.54	16.87								
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1			UEANL	UREPM			7.92	7.92								

UNBUNDLED NETWORK ELEMENTS - North Carolina											Att: 2 Exh: A								
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l						
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates(\$)								
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN			
2-WIRE Unbundled COPPER LOOP																			
	2-Wire Unbundled Copper Loop - Non-Designed Zone 1		1	UEQ	UEQ2X	10.93	35.27	15.60											
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2		2	UEQ	UEQ2X	12.75	35.27	15.60											
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3		3	UEQ	UEQ2X	13.92	35.27	15.60											
	Tag Loop at End User Premise			UEQ	URETL		8.93	0.88											
	Loop Testing - Basic 1st Half Hour			UEQ	URET1		33.17	0.00											
	Loop Testing - Basic Additional Half Hour			UEQ	URETA		19.28	19.28											
	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		7.92	7.92											
	Unbundled Copper Loop - Non-Design, billing for AT&T providing make-up (Engineering Information - E.I.)			UEQ	UEQMU		13.04	13.04											
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEQ	UREWO		14.23	7.41											
	Bulk Migration, per 2 Wire UCL-ND			UEQ	UREPN		35.27	15.60											
	Bulk Migration Order Coordination, per 2 Wire UCL-ND			UEQ	UREPM		7.92	7.92											
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	11.96	102.10	65.72											
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	17.36	102.10	65.72											
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	25.23	102.10	65.72											
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	11.96	102.10	65.72											
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	17.36	102.10	65.72											
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	25.23	102.10	65.72											
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DSO)			UEA	URES1		25.03	3.53											
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DSO)			UEA	URES2		26.52	5.02											
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEA	UREWO		87.49	36.26											
	Loop Tagging - Service Level 2 (SL2)			UEA	URETL		11.20	1.10											
	Bulk Migration, per 2 Wire Voice Loop-SL2			UEA	UREPN		102.10	65.72											
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2			UEA	UREPM		0.00	0.00											
4-WIRE ANALOG VOICE GRADE LOOP																			
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	19.52	127.40	91.02											
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	24.74	127.40	91.02											
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	46.11	127.40	91.02											
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DSO)			UEA	URES1		25.03	3.53											
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DSO)			UEA	URES2		26.52	5.02											
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEA	UREWO		87.49	36.26											
2-WIRE ISDN DIGITAL GRADE LOOP																			
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	19.78	113.34	76.96											
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	26.16	113.34	76.96											
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	35.37	113.34	76.96											
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UDN	UREWO		91.39	44.04											
2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																			
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	10.14	117.08	68.36											
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	11.59	117.08	68.36											
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	12.28	117.08	68.36											
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2W	10.14	92.83	56.02											
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2W	11.59	92.83	56.02											
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2W	12.28	92.83	56.02											
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UAL	UREWO		78.06	32.38											
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																			

UNBUNDLED NETWORK ELEMENTS - North Carolina												Att: 2 Exh: A							
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)								
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN			
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	7.95	125.50	76.77											
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	9.15	125.50	76.77											
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	9.53	125.50	76.77											
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	7.95	101.24	64.43											
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	9.15	101.24	64.43											
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	9.53	101.24	64.43											
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UHL	UREWO		78.00	32.38											
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																			
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	11.01	153.26	104.54											
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	12.20	153.26	104.54											
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	13.49	153.26	104.54											
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	11.01	129.00	92.20											
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	12.20	129.00	92.20											
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	13.49	129.00	92.20											
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UHL	UREWO		78.00	32.38											
4-WIRE DS1 DIGITAL LOOP																			
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	63.62	245.16	152.98											
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	104.40	245.16	152.98											
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	210.22	245.16	152.98											
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			USL	URES		25.03	3.53											
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL	URES		26.52	5.02											
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			USL	UREWO		100.82	42.93											
4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																			
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	UDL	UDL2X	21.98	121.86	85.48											
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	UDL	UDL2X	27.58	121.86	85.48											
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	UDL	UDL2X	43.08	121.86	85.48											
	4 Wire Unbundled Digital Loop 4.8 Kbps -Zone 1		1	UDL	UDL4X	21.98	121.86	85.48											
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	UDL	UDL4X	27.58	121.86	85.48											
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	UDL	UDL4X	43.08	121.86	85.48											
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	UDL	UDL9X	21.98	121.86	85.48											
	5 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	UDL	UDL9X	27.58	121.86	85.48											
	6 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	UDL	UDL9X	43.08	121.86	85.48											
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	UDL	UDL19	21.98	121.86	85.48											
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	UDL	UDL19	27.58	121.86	85.48											
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	UDL	UDL19	43.08	121.86	85.48											
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	21.98	121.86	85.48											
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	27.58	121.86	85.48											
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	43.08	121.86	85.48											
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	21.98	121.86	85.48											
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	27.58	121.86	85.48											
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	43.08	121.86	85.48											
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UDL	URES		25.03	3.53											
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UDL	URES		26.52	5.02											
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UDL	UREWO		101.86	49.62											
2-WIRE Unbundled COPPER LOOP																			
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	10.14	116.18	67.46											
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	11.59	116.18	67.46											

UNBUNDLED NETWORK ELEMENTS - North Carolina												Att: 2 Exh: A								
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l					
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)									
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN				
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	12.28	116.18	67.46												
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	10.14	91.92	55.12												
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	11.59	91.92	55.12												
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	12.28	91.92	55.12												
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		7.92	7.92												
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UCL	UREWO		89.06	34.45												
4-WIRE COPPER LOOP																				
	4-Wire Copper Loop including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	13.10	139.69	90.96												
	4-Wire Copper Loop including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	15.17	139.69	90.96												
	4-Wire Copper Loop including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	17.03	139.69	90.96												
	4-Wire Copper Loop without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	13.10	115.43	78.63												
	4-Wire Copper Loop without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	15.17	115.43	78.63												
	4-Wire Copper Loop without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	17.03	115.43	78.63												
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		7.92	7.92												
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UCL	UREWO		89.06	34.45												
	Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL, USL	OCOSL		17.56													
Rearrangements																				
	EEL to UNE-L Retermination, per 2-Wire Unbundled Voice Loop-SL2			UEA	UREEL		87.49	36.26												
	EEL to UNE-L Retermination, per 4-Wire Unbundled Voice Loop			UEA	UREEL		87.49	36.26												
	EEL to UNE-L Retermination, per 2-Wire ISDN Loop			UDN	UREEL		91.39	44.04												
	EEL to UNE-L Retermination, per 4-Wire Unbundled Digital Loop			UDL	UREEL		101.86	49.62												
	EEL to UNE-L Retermination, per 4-Wire Unbundled DS1 Loop			USL	UREEL		100.82	42.93												
UNE LOOP COMMINGLING																				
2-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING																				
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	NTCVG	UEAL2	11.96	102.10	65.72												
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	NTCVG	UEAL2	17.36	102.10	65.72												
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	NTCVG	UEAL2	25.23	102.10	65.72												
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	NTCVG	UEAR2	11.96	102.10	65.72												
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	NTCVG	UEAR2	17.36	102.10	65.72												
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	NTCVG	UEAR2	25.23	102.10	65.72												
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DSO)			NTCVG	URES		25.03	3.53												
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DSO)			NTCVG	URES		26.52	5.02												
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO		87.49	36.26												
	Loop Tagging - Service Level 2 (SL2)			NTCVG	URETL		11.20	1.10												
4-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING																				
	4-Wire Analog Voice Grade Loop - Zone 1		1	NTCVG	UEAL4	19.52	127.40	91.02												
	4-Wire Analog Voice Grade Loop - Zone 2		2	NTCVG	UEAL4	24.74	127.40	91.02												
	4-Wire Analog Voice Grade Loop - Zone 3		3	NTCVG	UEAL4	46.11	127.40	91.02												
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DSO)			NTCVG	URES		25.03	3.53												
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DSO)			NTCVG	URES		26.52	5.02												
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO		87.49	36.26												
4-WIRE DS1 DIGITAL LOOP																				

UNBUNDLED NETWORK ELEMENTS - North Carolina																	Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l						
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)									
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN				
	4-Wire DS1 Digital Loop - Zone 1		1	NTCD1	USLXX	63.62	245.16	152.98												
	4-Wire DS1 Digital Loop - Zone 2		2	NTCD1	USLXX	104.40	245.16	152.98												
	4-Wire DS1 Digital Loop - Zone 3		3	NTCD1	USLXX	210.22	245.16	152.98												
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			NTCD1	URES		25.03	3.53												
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			NTCD1	URESP		26.52	5.02												
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCD1	UREWO		100.82	42.93												
4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																				
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	NTCUD	UDL2X	21.98	121.86	85.48												
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	NTCUD	UDL2X	27.58	121.86	85.48												
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	NTCUD	UDL2X	43.08	121.86	85.48												
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	NTCUD	UDL4X	21.98	121.86	85.48												
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	NTCUD	UDL4X	27.58	121.86	85.48												
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	NTCUD	UDL4X	43.08	121.86	85.48												
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	NTCUD	UDL9X	21.98	121.86	85.48												
	5 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	NTCUD	UDL9X	27.58	121.86	85.48												
	6 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	NTCUD	UDL9X	43.08	121.86	85.48												
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	NTCUD	UDL19	21.98	121.86	85.48												
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	NTCUD	UDL19	27.58	121.86	85.48												
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	NTCUD	UDL19	43.08	121.86	85.48												
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	NTCUD	UDL56	21.98	121.86	85.48												
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	NTCUD	UDL56	27.58	121.86	85.48												
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	NTCUD	UDL56	43.08	121.86	85.48												
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	NTCUD	UDL64	21.98	121.86	85.48												
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	NTCUD	UDL64	27.58	121.86	85.48												
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	NTCUD	UDL64	43.08	121.86	85.48												
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DSO)			NTCUD	URES		25.03	3.53												
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DSO)			NTCUD	URESP		26.52	5.02												
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCUD	UREWO		101.86	49.62												
	Order Coordination for Specified Conversion Time (per LSR)			NTCVG, NTCUD, NTCUD1	OCOSL		17.56													
MAINTENANCE OF SERVICE																				
				UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCUD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVB															
	Maintenance of Service Charge, Basic Time, per half hour																			
				UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCUD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVOT															
	Maintenance of Service Charge, Overtime, per half hour																			

UNBUNDLED NETWORK ELEMENTS - North Carolina													Att: 2 Exh: A								
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)								
									First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN			
						UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCDD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVPT		100.00	75.00											
Maintenance of Service Charge, Premium, per half hour																					
LOOP MODIFICATION																					
						UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		0.00	0.00											
						Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft, per Unbundled Loop															
						Unbundled Loop Modification, Removal of Load Coils - 2 wire greater than 18k ft	UCL, ULS, UEQ	ULM2G	0.00	0.00											
						Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft, per Unbundled Loop	UHL, UCL, UEA	ULM4L	0.00	0.00											
						Unbundled Loop Modification Removal of Load Coils - 4 Wire pair greater than 18k ft	UCL	ULM4G	0.00	0.00											
						Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop	UHL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT	12.15	12.15											
SUB-LOOPS																					
Sub-Loop Distribution																					
						Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up	UEANL, UEF	USBSA	144.09												
						Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up	UEANL, UEF	USBSB	10.99	10.99											
						Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up	UEANL	USBSC	86.16												
						Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up	UEANL	USBSD	27.13	27.13											
						Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1	1	UEANL	USBN2	6.70	63.89	30.06									
						Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2	2	UEANL	USBN2	9.93	63.89	30.06									
						Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3	3	UEANL	USBN2	12.79	63.89	30.06									
						Order Coordination for Unbundled Sub-Loops, per sub-loop pair		UEANL	USBMC	7.92	7.92										
						Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1	1	UEANL	USBN4	10.81	76.75	42.92									
						Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2	2	UEANL	USBN4	14.16	76.75	42.92									
						Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3	3	UEANL	USBN4	24.67	76.75	42.92									
						Order Coordination for Unbundled Sub-Loops, per sub-loop pair		UEANL	USBMC	7.92	7.92										
						Sub-Loop 2-Wire Intrabuilding Network Cable (INC)		UEANL	USBR2	2.34	51.48	17.65									
						Order Coordination for Unbundled Sub-Loops, per sub-loop pair		UEANL	USBMC	7.92	7.92										
						Sub-Loop 4-Wire Intrabuilding Network Cable (INC)		UEANL	USBR4	4.18	57.54	23.71									
						Order Coordination for Unbundled Sub-Loops, per sub-loop pair		UEANL	USBMC	7.92	7.92										
Service Order charges will apply only once per sub-loop																					
						Loop Testing - Basic 1st Half Hour		UEANL	URET1	33.17	0.00										
						Loop Testing - Basic Additional Half Hour		UEANL	URETA	19.28	19.28										
						2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	1	UEF	UCS2X	5.43	63.89	30.06									
						2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	2	UEF	UCS2X	8.04	63.89	30.06									
						2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	3	UEF	UCS2X	9.79	63.89	30.06									
						Order Coordination for Unbundled Sub-Loops, per sub-loop pair		UEF	USBMC	7.92	7.92										
						4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	1	UEF	UCS4X	6.34	76.75	42.92									

UNBUNDLED NETWORK ELEMENTS - North Carolina												Att: 2 Exh: A								
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l					
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)									
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN				
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS4X	9.62	76.75	42.92												
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS4X	13.04	76.75	42.92												
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		7.92	7.92												
	Loop Tagging Service Level 1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		8.93	0.88												
	Loop Testing - Basic 1st Half Hour			UEF	URET1		33.17	0.00												
	Loop Testing - Basic Additional Half Hour			UEF	URETA		19.28	19.28												
Unbundled Sub-Loop Modification																				
	Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		0.00	0.00												
	Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		0.00	0.00												
	Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop			UEF	ULMBT		224.55	4.29												
Unbundled Network Terminating Wire (UNTW)																				
	Unbundled Network Terminating Wire (UNTW) per Pair			UNTW	UENPP	0.51	14.72	14.72												
Network Interface Device (NID)																				
	Network Interface Device (NID) - 1-2 lines			UNTW	UND12		86.37	56.69												
	Network Interface Device (NID) - 1-6 lines			UNTW	UND16		127.93	98.21												
	Network Interface Device Cross Connect - 2 W			UNTW	UNDC2		5.73	5.73												
	Network Interface Device Cross Connect - 4W			UNTW	UNDC4		5.73	5.73												
UNE OTHER, PROVISIONING ONLY - NO RATE																				
				UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW, NTCVG, NTCUD, NTCU1, USL	UNECSN	0.00	0.00													
	Unbundled Contact Name, Provisioning Only - no rate			USL, NTCU1	CCOSF		0.00													
	Unbundled DS1 Loop - Superframe Format Option - no rate			USL, NTCU1	CCOEF		0.00													
	Unbundled DS1 Loop - Expanded Superframe Format option - no rate			UNTW	UNDBX	0.00	0.00													
	NID - Dispatch and Service Order for NID installation			UNTW	UENCE	0.00	0.00													
	UNTW Circuit Establishment, Provisioning Only - No Rate			UNTW	UENCE	0.00	0.00													
LOOP MAKE-UP																				
	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		23.29	23.29												
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		24.70	24.70												
	Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.19	0.19												
LINE SPLITTING																				
END USER ORDERING-CENTRAL OFFICE BASED																				
	Line Splitting - per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0.61	15.53	7.79												
	Line Splitting - per line activation AT&T owned - physical			UEPSR UEPSB	UREBP	0.6409	17.97	10.29												
	Line Splitting - per line activation AT&T owned - virtual			UEPSR UEPSB	UREBV	0.6325	17.87	10.29												
END USER ORDERING - REMOTE SITE LINE SPLITTING																				
UNBUNDLED EXCHANGE ACCESS LOOP																				
2-WIRE ANALOG VOICE GRADE LOOP																				
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	10.82	36.54	16.87	0.00	0.00										
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	10.82	36.54	16.87	0.00	0.00										
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	16.21	36.54	16.87	0.00	0.00										
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	16.21	36.54	16.87	0.00	0.00										
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	24.08	36.54	16.87	0.00	0.00										
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	24.08	36.54	16.87	0.00	0.00										
PHYSICAL COLLOCATION																				
	Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.0309	19.77	14.95	0.00	0.00										
VIRTUAL COLLOCATION																				
	Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0.0287	33.96	32.08	0.00	0.00										
UNBUNDLED DEDICATED TRANSPORT																				
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																				
	Interoffice Channel - 2-Wire Voice Grade - per mile			U1TVX	1LSXX	0.0095														

UNBUNDLED NETWORK ELEMENTS - North Carolina																	Att: 2 Exh: A		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l					
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)								
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN			
	Interoffice Channel - 2-Wire Voice Grade - Facility Termination			U1TVX	U1TV2	12.12	39.36	26.62											
	Interoffice Channel - 2-Wire Voice Grade Rev Bat. - per mile			U1TVX	1L5XX	0.0095													
	Interoffice Channel - 2-Wire VG - Rev Bat. - Facility Termination			U1TVX	U1TR2	12.12	39.36	26.62											
	Interoffice Channel - 4-Wire Voice Grade - per mile			U1TVX	1L5XX	0.0095													
	Interoffice Channel - 4- Wire Voice Grade - Facility Termination			U1TVX	U1TV4	10.19	39.36	26.62											
	Interoffice Channel - 56 kbps - per mile			U1TDX	1L5XX	0.0095													
	Interoffice Channel - 56 kbps - Facility Termination			U1TDX	U1TD5	7.47	39.37	26.62											
	Interoffice Channel - 64 kbps - per mile			U1TDX	1L5XX	0.0095													
	Interoffice Channel - 64 kbps - Facility Termination			U1TDX	U1TD6	7.47	39.37	26.62											
	Interoffice Channel - DS1 - per mile			U1TD1	1L5XX	0.1938													
	Interoffice Channel - DS1 - Facility Termination			U1TD1	U1TF1	31.06	86.69	79.44											
	Interoffice Channel - DS3 - per mile			U1TD3	1L5XX	4.44													
	Interoffice Channel - DS3 - Facility Termination			U1TD3	U1TF3	329.91	270.69	158.05											
	Interoffice Channel - STS-1 - per mile			U1TS1	1L5XX	4.44													
	Interoffice Channel - STS-1 - Facility Termination			U1TS1	U1TFS	339.20	270.69	158.05											
HIGH CAPACITY UNBUNDLED LOCAL LOOP																			
DS-3/STS-1 UNBUNDLED LOCAL LOOP - Stand Alone																			
	DS3 Unbundled Local Loop - per mile			UE3	1L5ND	12.95													
	DS3 Unbundled Local Loop - Facility Termination			UE3	UE3PX	229.90	438.46	256.30											
	STS-1 Unbundled Local Loop - per mile			UDLSX	1L5ND	12.95													
	STS-1 Unbundled Local Loop - Facility Termination			UDLSX	UDLS1	257.82	438.46	256.30											
UNBUNDLED DARK FIBER																			
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	24.77													
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	UDF14	620.60	133.88												
ENHANCED EXTENDED LINK (EELS)																			
Network Elements Used in Combinations																			
	2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	11.96	385.26	72.08											
	2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	17.36	385.26	72.08											
	2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	25.23	385.26	72.08											
	4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	19.52	385.26	72.08											
	4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	24.74	385.26	72.08											
	4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	46.11	385.26	72.08											
	2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	19.78	385.26	72.08											
	2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	26.16	385.26	72.08											
	2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	35.37	385.26	72.08											
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	21.98	385.26	72.08											
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	27.58	385.26	72.08											
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	43.08	385.26	72.08											
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	21.98	385.26	72.08											
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	27.58	385.26	72.08											
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	43.08	385.26	72.08											
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	63.62	412.03	139.55											
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	104.40	412.03	139.55											
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	210.22	412.03	139.55											
	DS3 Local Loop in combination - per mile			UNC3X	1L5ND	12.95													
	DS3 Local Loop in combination - Facility Termination			UNC3X	UE3PX	229.90	3,073.55	1,245.84											
	STS-1 Local Loop in combination - per mile			UNC3X	1L5ND	12.95													
	STS-1 Local Loop in combination - Facility Termination			UNC3X	UDLS1	257.82	3,073.55	1,245.84											
	Interoffice Channel in combination - 2-wire VG - per mile			UNCVX	1L5XX	0.0095													
	Interoffice Channel in combination - 2-wire VG - Facility Termination			UNCVX	U1TV2	12.12	131.81	78.34											
	Interoffice Channel in combination - 4-wire VG - per mile			UNCVX	1L5XX	0.0095													
	Interoffice Channel in combination - 4-wire VG - Facility Termination			UNCVX	U1TV4	10.19	131.81	78.34											
	Interoffice Channel in combination - 4-wire 56 kbps - per mile			UNCDX	1L5XX	0.0095													
	Interoffice Channel in combination - 4-wire 56 kbps - Facility Termination			UNCDX	U1TD5	7.47	131.81	78.34											
	Interoffice Channel in combination - 4-wire 64 kbps - per mile			UNCDX	1L5XX	0.0095													
	Interoffice Channel in combination - 4-wire 64 kbps - Facility Termination			UNCDX	U1TD6	7.47	131.81	78.34											
	Interoffice Channel in combination - DS1 - per mile			UNC1X	1L5XX	0.1938													
	Interoffice Channel in combination - DS1 Facility Termination			UNC1X	U1TF1	31.06	234.02	162.52											
	Interoffice Channel in combination - DS3 - per mile			UNC3X	1L5XX	4.44													
	Interoffice Channel in combination - DS3 - Facility Termination			UNC3X	U1TF3	329.91	802.81	146.02											
	Interoffice Channel in combination - STS-1 - per mile			UNC3X	1L5XX	4.44													
	Interoffice Channel in combination - STS-1 Facility Termination			UNC3X	U1TFS	339.20	802.81	146.02											

UNBUNDLED NETWORK ELEMENTS - North Carolina												Att: 2 Exh: A						
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)							
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN		
ADDITIONAL NETWORK ELEMENTS																		
Optional Features & Functions:																		
	Clear Channel Capability Extended Frame Option - per DS1	I		U1TD1, ULDD1, UNC1X	CCOEF		0.00											
	Clear Channel Capability Super FrameOption - per DS1	I		U1TD1, ULDD1, UNC1X	CCOSF		0.00											
	Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC		184.76	23.80	1.99	0.78								
	C-bit Parity Option - Subsequent Activity - per DS3	I		U1TD3, ULDD3, UE3, UNC3X	NRCC3		218.92	7.66	0.7576	0.00								
	DS1/DS0 Channel System			UNC1X	MQ1		70.84	170.57										
	DS3/DS1Channel System			UNC3X, UNCSX	MQ3		84.32	0.00										
	Voice Grade COCI in combination			UNCVX	1D1VG		0.4329	54.14	17.51									
	Voice Grade COCI - for 2W-SL2 & 4W Voice Grade Local Loop			UEA	1D1VG	0.4329	6.39	4.58										
	Voice Grade COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	0.4329	6.39	4.58										
	OCU-DP COCI (2.4-64kbs) in combination			UNCDX	1D1DD	0.9199	54.14	17.51										
	OCU-DP COCI (2.4-64kbs) - for Unbundled Digital Loop			UDL	1D1DD	0.9199	6.39	4.58										
	OCU-DP COCI (2.4-64kbs) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	0.9199	6.39	4.58										
	2-wire ISDN COCI (BRITE) in combination			UNCNX	UC1CA	1.53	54.14	17.51										
	2-wire ISDN COCI (BRITE) - for a Local Loop			UDN	UC1CA	1.53	6.39	4.58										
	2-wire ISDN COCI (BRITE) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	1.53	6.39	4.58										
	DS1 COCI in combination			UNC1X	UC1D1	8.43	54.14	17.51										
	DS1 COCI - for Stand Alone Local Channel			ULDD1	UC1D1	8.43	6.39	4.58										
	DS1 COCI - for Stand Alone Interoffice Channel			U1TD1	UC1D1	8.43	6.39	4.58										
	DS1 COCI - for DS1 Local Loop			USL, NTCD1	UC1D1	8.43	6.39	4.58										
	DS1 COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUA	UC1D1	8.43	6.39	4.58										
	Wholesale - UNE, Switch-As-Is Conversion Charge			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, UDFCX, XDH1X, HFQC6, XDD2X, XDV6X, XDDFX, XDD4X, HFRST, UNCNX	UNCCC		5.43	5.43										
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, per circuit (LSR)			U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URES1		36.90	16.15										
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, incremental charge per circuit on a spreadsheet			U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESP		1.49	1.49										
Access to DCS - Customer Reconfiguration (FlexServ)																		
	Customer Reconfiguration Establishment						1.43	1.43										
	DS1 DCS Termination with DS0 Switching						21.64	24.81	19.09									
	DS1 DCS Termination with DS1 Switching						7.32	17.93	12.22									
	DS3 DCS Termination with DS1 Switching						136.07	24.81	19.09									
Node (SynchroNet)																		
	Node per month			UNCDX	UNCNT	16.00												
Service Rearrangements																		
	NRC - Change in Facility Assignment per circuit Service Rearrangement	I		U1TVX, U1TDX, U1TUC, U1TUD, U1TUB, ULDDX, UNCDX, UNC1X	URETD		100.82	42.93										
	NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)	I		U1TVX, U1TDX, U1TUC, U1TUD, U1TUB, ULDDX, UNCDX, UNC1X	URETB		3.18	3.18										
	NRC - Order Coordination Specific Time - Dedicated Transport	I		UNC1X, UNC3X	OCOSR		18.89	18.89										
COMINGLING																		

UNBUNDLED NETWORK ELEMENTS - North Carolina																	Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l						
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)									
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN				
				UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, U1TD1, U1TD3, U1TS1, UE3, UDLX, U1TVX, U1TDX, U1TUB, ULDVX, ULDD1, ULDD3, ULDS1	CMGAU	0.00	0.00	0.00												
	Commingling Authorization																			
	Commingled (UNE part of single bandwidth circuit)																			
	Commingled VG COCI			XDV2X	1D1VG	0.4329	6.39	4.58												
	Commingled Digital COCI			XDV6X	1D1DD	0.9199	6.39	4.58												
	Commingled ISDN COCI			XDD4X	UC1CA	1.53	6.39	4.58												
	Commingled 2-wire VG Interoffice Channel Facility Termination			XDV2X	U1TV2	12.12	39.36	26.62												
	Commingled 4-wire VG Interoffice Channel Facility Termination			XDV6X	U1TV4	10.19	39.36	26.62												
	Commingled 56kbps Interoffice Channel Facility Termination			XDD4X	U1TD5	7.47	39.37	26.62												
	Commingled 64kbps Interoffice Channel Facility Termination			XDD4X	U1TD6	7.47	39.37	26.62												
	Commingled VG/DS0 Interoffice Channel per mile			XDV2X, XDV6X, XDD4X	1L5XX	0.0095														
	Commingled 2-wire Local Loop Zone 1		1	XDV2X	UEAL2	11.96	102.10	65.72												
	Commingled 2-wire Local Loop Zone 2		2	XDV2X	UEAL2	17.36	102.10	65.72												
	Commingled 2-wire Local Loop Zone 3		3	XDV2X	UEAL2	25.23	102.10	65.72												
	Commingled 4-wire Local Loop Zone 1		1	XDV6X	UEAL4	19.52	127.40	91.02												
	Commingled 4-wire Local Loop Zone 2		2	XDV6X	UEAL4	24.74	127.40	91.02												
	Commingled 4-wire Local Loop Zone 3		3	XDV6X	UEAL4	46.11	127.40	91.02												
	Commingled 56kbps Local Loop Zone 1		1	XDD4X	UDL56	21.98	121.86	85.48												
	Commingled 56kbps Local Loop Zone 2		2	XDD4X	UDL56	27.58	121.86	85.48												
	Commingled 56kbps Local Loop Zone 3		3	XDD4X	UDL56	43.08	121.86	85.48												
	Commingled 64kbps Local Loop Zone 1		1	XDD4X	UDL64	21.98	121.86	85.48												
	Commingled 64kbps Local Loop Zone 2		2	XDD4X	UDL64	27.58	121.86	85.48												
	Commingled 64kbps Local Loop Zone 3		3	XDD4X	UDL64	43.08	121.86	85.48												
	Commingled ISDN Local Loop Zone 1		1	XDD4X	U1L2X	19.78	113.34	76.96												
	Commingled ISDN Local Loop Zone 2		2	XDD4X	U1L2X	26.16	113.34	76.96												
	Commingled ISDN Local Loop Zone 3		3	XDD4X	U1L2X	35.37	113.34	76.96												
	Commingled DS1 COCI			XDHLX	UC1D1	8.43	6.39	4.58												
	Commingled DS1 Interoffice Channel Facility Termination			XDHLX	U1TF1	31.19	86.69	79.44												
	Commingled DS1 Interoffice Channel per mile			XDHLX	1L5XX	0.1938														
	Commingled DS1/DS0 Channel System			XDHLX	MQ1	70.84	88.41	60.76												
	Commingled DS1 Local Loop Zone 1		1	XDHLX	USLXX	63.62	245.16	152.98												
	Commingled DS1 Local Loop Zone 2		2	XDHLX	USLXX	104.40	245.16	152.98												
	Commingled DS1 Local Loop Zone 3		3	XDHLX	USLXX	210.22	245.16	152.98												
	Commingled DS3 Local Loop Facility Termination			HFQC6	UE3PX	229.90	438.46	256.30												
	Commingled DS3/STS-1 Local Loop per mile			HFQC6, HFRST	1L5ND	12.95														
	Commingled STS-1 Local Loop Facility Termination			HFRST	UDL51	257.82	438.46	256.30												
	Commingled DS3/DS1 Channel System			HFQC6	MQ3	84.32	172.99	91.25												
	Commingled DS3 Interoffice Channel Facility Termination			HFQC6	U1TF3	329.91	270.69	158.05												
	Commingled DS3 Interoffice Channel per mile			HFQC6	1L5XX	4.44														
	Commingled STS-1 Interoffice Channel Facility Termination			HFRST	U1TFS	339.20	270.69	158.05												
	Commingled STS-1 Interoffice Channel per mile			HFRST	1L5XX	4.44														
	Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	1L5DF	24.77														
	Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	UDF14		620.60	133.88												
	UNE to Commingled Conversion Tracking			XDHLX, HFQC6	CMGUN	0.00	0.00	0.00	0.00	0.00										
	SPA to Commingled Conversion Tracking			XDHLX, HFQC6	CMGSP	0.00	0.00	0.00	0.00	0.00										
LNP Query Service																				
	LNP Charge Per query					0.0007579														
	LNP Service Establishment Manual						12.16													
	LNP Service Provisioning with Point Code Establishment						576.33	294.43												
911 PBX LOCATE																				
	911 PBX LOCATE DATABASE CAPABILITY																			
	Service Establishment per CLEC per End User Account			9PBCD	9PBEU		1,823.00													
	Changes to TN Range or Customer Profile			9PBCD	9PBTN		182.45													
	Per Telephone Number (Monthly)			9PBCD	9PBMM	0.07														
	Change Company (Service Provider) ID			9PBCD	9PBPC		535.57													
	PBX Locate Service Support per CLEC (Monthly)			9PBCD	9PBMR	165.63														
	Service Order Charge			9PBCD	9PBSC		15.20													
911 PBX LOCATE TRANSPORT COMPONENT																				
See Att 3																				

UNBUNDLED NETWORK ELEMENTS - North Carolina														Att: 2 Exh: A						
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)							
									First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN		
Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.																				

UNBUNDLED NETWORK ELEMENTS - South Carolina																	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc 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	SOMECD	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://wholesale.att.com/																	
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																	
	NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the AT&T "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 SOMECD rate listed in this category. Please refer to AT&T'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 SOMECD 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 AT&T.																
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMECD		3.50	0.00	3.50	0.00							
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMAN		15.69	0.00	1.97	0.00							
UNE SERVICE DATE ADVANCEMENT CHARGE																	
	NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.																
	UNE Expedite Charge per Circuit or Line Assignable USOC, per Day			UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDL03, UDL5X, UE3, ULD12, ULD48, ULD01, ULD03, ULD0X, ULD03, ULD51, ULDVX, UNC1X, UNC3X, UNCDX, UNC9X, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA, NTCVG, NTCUD, NTCDD1	SDASP		200.00										
ORDER MODIFICATION CHARGE																	
	Order Modification Charge (OMC)						26.21	0.00	0.00	0.00							
	Order Modification Additional Dispatch Charge (OMCAD)						150.00	0.00	0.00	0.00							
UNBUNDLED EXCHANGE ACCESS LOOP																	
2-WIRE ANALOG VOICE GRADE LOOP																	
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	14.94	37.92	17.62	23.56	5.32							
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	21.39	37.92	17.62	23.56	5.32							
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	26.72	37.92	17.62	23.56	5.32							
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEASL	14.94	37.92	17.62	23.56	5.32							
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEASL	21.39	37.92	17.62	23.56	5.32							
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEASL	26.72	37.92	17.62	23.56	5.32							
	Tag Loop at End User Premise			UEANL	URETL		8.95	0.88									
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		34.23	0.00									
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		19.90	19.90									
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		8.17	8.17									
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		18.13	18.13									
	Unbundled Non-Design Voice Loop, billing for AT&T providing make-up (Engineering Information - E.I.)			UEANL	UEANM		13.47	13.47									
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEANL	UREWO		15.81	8.96	23.56	5.32							
	Bulk Migration, per 2 Wire Voice Loop-SL1			UEANL	UREPN		37.92	17.62	23.56	5.32							
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1			UEANL	UREPM		8.17	8.17									

UNBUNDLED NETWORK ELEMENTS - South Carolina													Att: 2 Exh: A							
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)									
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN				
	2-WIRE Unbundled COPPER LOOP																			
	2-Wire Unbundled Copper Loop - Non-Designed Zone 1		1	UEQ	UEQ2X	12.94	36.40	16.10	22.66	4.42										
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2		2	UEQ	UEQ2X	14.51	36.40	16.10	22.66	4.42										
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3		3	UEQ	UEQ2X	15.02	36.40	16.10	22.66	4.42										
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEQ	URETL		8.95	0.88												
	Loop Testing - Basic 1st Half Hour			UEQ	URET1		34.23	0.00												
	Loop Testing - Basic Additional Half Hour			UEQ	URETA		19.90	19.90												
	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		8.17	8.17												
	Unbundled Copper Loop - Non-Design billing for AT&T providing make-up (Engineering Information - E.I.)			UEQ	UEQMU		13.47	13.47												
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEQ	UREWO		14.30	7.45	22.66	4.42										
	Bulk Migration, per 2 Wire UCL-ND			UEQ	UREPN		36.40	16.10	22.66	4.42										
	Bulk Migration Order Coordination, per 2 Wire UCL-ND			UEQ	UREPM		8.17	8.17												
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	16.68	105.98	68.43	53.05	10.61										
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	23.13	105.98	68.43	53.05	10.61										
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	28.46	105.98	68.43	53.05	10.61										
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	16.68	105.98	68.43	53.05	10.61										
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	23.13	105.98	68.43	53.05	10.61										
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	28.46	105.98	68.43	53.05	10.61										
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DSO)			UEA	URES�		24.88	3.51												
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DSO)			UEA	URESÞ		26.37	4.99												
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEA	UREWO		87.90	36.44												
	Loop Tagging - Service Level 2 (SL2)			UEA	URETL		11.24	1.10												
	Bulk Migration, per 2 Wire Voice Loop-SL2			UEA	UREPN		105.98	68.43												
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2			UEA	UREPM		0.00	0.00												
4-WIRE ANALOG VOICE GRADE LOOP																				
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	32.59	132.38	94.83	59.35	14.61										
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	43.89	132.38	94.83	59.35	14.61										
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	43.38	132.38	94.83	59.35	14.61										
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DSO)			UEA	URES�		24.88	3.51												
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DSO)			UEA	URESÞ		26.37	4.99												
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEA	UREWO		87.90	36.44												
2-WIRE ISDN DIGITAL GRADE LOOP																				
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	25.21	117.58	80.03	53.05	10.61										
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	32.76	117.58	80.03	53.05	10.61										
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	37.70	117.58	80.03	53.05	10.61										
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UDN	UREWO		91.82	44.25												
2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																				
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	12.19	120.84	70.56	50.37	7.93										
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	13.71	120.84	70.56	50.37	7.93										
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	14.14	120.84	70.56	50.37	7.93										
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2W	12.19	95.81	57.82	50.37	7.93										
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2W	13.71	95.81	57.82	50.37	7.93										
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2W	14.14	95.81	57.82	50.37	7.93										
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UAL	UREWO		86.38	40.48												

UNBUNDLED NETWORK ELEMENTS - South Carolina													Att: 2 Exh: A								
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
									Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)							
										First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN		
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																					
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	9.58	129.52	79.24	50.37	7.93										
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	10.92	129.52	79.24	50.37	7.93										
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	11.40	129.52	79.24	50.37	7.93										
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	9.58	104.49	66.50	50.37	7.93										
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	10.92	104.49	66.50	50.37	7.93										
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	11.40	104.49	66.50	50.37	7.93										
		Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UHL	UREWO		86.32	40.48												
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																					
		4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	16.02	158.18	107.89	55.12	10.38										
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	14.33	158.18	107.89	55.12	10.38										
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	16.84	158.18	107.89	55.12	10.38										
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	16.02	133.14	95.16	55.12	10.38										
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	14.33	133.14	95.16	55.12	10.38										
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	16.84	133.14	95.16	55.12	10.38										
		Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UHL	UREWO		86.32	40.48												
4-WIRE DS1 DIGITAL LOOP																					
		4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	79.51	253.03	157.89	44.80	11.73										
		4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	136.00	253.03	157.89	44.80	11.73										
		4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	229.15	253.03	157.89	44.80	11.73										
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			USL	URES		24.88	3.51												
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL	URESP		26.37	4.99												
		Unbundled Loop Service Rearrangement, change in loop facility, per circuit			USL	UREWO		101.30	43.13												
4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																					
		4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	UDL	UDL2X	29.93	126.66	89.12	59.35	14.61										
		4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	UDL	UDL2X	33.99	126.66	89.12	59.35	14.61										
		4 Wire Unbundled Digital Loop 2.4 Kbps - Zone3		3	UDL	UDL2X	34.74	126.66	89.12	59.35	14.61										
		4 Wire Unbundled Digital Loop 4.8 Kbps -Zone 1		1	UDL	UDL4X	29.93	126.66	89.12	59.35	14.61										
		4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	UDL	UDL4X	33.99	126.66	89.12	59.35	14.61										
		4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	UDL	UDL4X	34.74	126.66	89.12	59.35	14.61										
		4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	UDL	UDL9X	29.93	126.66	89.12	59.35	14.61										
		5 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	UDL	UDL9X	33.99	126.66	89.12	59.35	14.61										
		6 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	UDL	UDL9X	34.74	126.66	89.12	59.35	14.61										
		4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	UDL	UDL19	29.93	126.66	89.12	59.35	14.61										
		4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	UDL	UDL19	33.99	126.66	89.12	59.35	14.61										
		4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	UDL	UDL19	34.74	126.66	89.12	59.35	14.61										
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	29.93	126.66	89.12	59.35	14.61										
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	33.99	126.66	89.12	59.35	14.61										
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	34.74	126.66	89.12	59.35	14.61										
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	29.93	126.66	89.12	59.35	14.61										
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	33.99	126.66	89.12	59.35	14.61										
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	34.74	126.66	89.12	59.35	14.61										
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UDL	URES		24.88	3.51												
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UDL	URESP		26.37	4.99												
		Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UDL	UREWO		102.34	49.85												
2-WIRE Unbundled COPPER LOOP																					
		2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	12.19	119.91	69.62	50.37	7.93										
		2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	13.71	119.91	69.62	50.37	7.93										

UNBUNDLED NETWORK ELEMENTS - South Carolina												Att: 2 Exh: A								
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l					
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)									
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN				
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	14.14	119.91	69.62	50.37	7.93										
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	12.19	94.87	56.89	50.37	7.93										
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	13.71	94.87	56.89	50.37	7.93										
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	14.14	94.87	56.89	50.37	7.93										
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.17	8.17												
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UCL	UREWO		94.87	42.57												
4-WIRE COPPER LOOP																				
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	19.64	144.17	93.88	55.12	10.38										
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	20.90	144.17	93.88	55.12	10.38										
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	19.34	144.17	93.88	55.12	10.38										
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	19.64	119.13	81.15	55.12	10.38										
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	20.90	119.13	81.15	55.12	10.38										
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	19.34	119.13	81.15	55.12	10.38										
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.17	8.17												
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UCL	UREWO		94.87	42.57												
	Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL, USL	OCOSL		18.13													
Rearrangements																				
	EEL to UNE-L Retermination, per 2-Wire Unbundled Voice Loop-SL2			UEA	UREEL		87.90	36.44												
	EEL to UNE-L Retermination, per 4-Wire Unbundled Voice Loop			UEA	UREEL		87.90	36.44												
	EEL to UNE-L Retermination, per 2-Wire ISDN Loop			UDN	UREEL		91.82	44.25												
	EEL to UNE-L Retermination, per 4-Wire Unbundled Digital Loop			UDL	UREEL		102.34	49.85												
	EEL to UNE-L Retermination, per 4-Wire Unbundled DS1 Loop			USL	UREEL		101.30	43.13												
UNE LOOP COMMINGLING																				
2-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING																				
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	NTCVG	UEAL2	16.68	105.98	68.43	53.05	10.61										
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	NTCVG	UEAL2	23.13	105.98	68.43	53.05	10.61										
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	NTCVG	UEAL2	28.46	105.98	68.43	53.05	10.61										
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	NTCVG	UEAR2	16.68	105.98	68.43	53.05	10.61										
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	NTCVG	UEAR2	23.13	105.98	68.43	53.05	10.61										
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	NTCVG	UEAR2	28.46	105.98	68.43	53.05	10.61										
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DSO)			NTCVG	URES		24.88	3.51												
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DSO)			NTCVG	URES		26.37	4.99												
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO		87.90	36.44												
	Loop Tagging - Service Level 2 (SL2)			NTCVG	URETL		11.24	1.10												
4-WIRE ANALOG VOICE GRADE LOOP																				
	4-Wire Analog Voice Grade Loop - Zone 1		1	NTCVG	UEAL4	32.59	132.38	94.83	59.35	14.61										
	4-Wire Analog Voice Grade Loop - Zone 2		2	NTCVG	UEAL4	43.89	132.38	94.83	59.35	14.61										
	4-Wire Analog Voice Grade Loop - Zone 3		3	NTCVG	UEAL4	43.38	132.38	94.83	59.35	14.61										
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DSO)			NTCVG	URES		24.88	3.51												
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DSO)			NTCVG	URES		26.37	4.99												
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO		87.90	36.44												
4-WIRE DS1 DIGITAL LOOP - COMMINGLING																				

UNBUNDLED NETWORK ELEMENTS - South Carolina																	Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)									
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN				
	4-Wire DS1 Digital Loop - Zone 1		1	NTCD1	USLXX	79.51	253.03	157.89	44.80	11.73										
	4-Wire DS1 Digital Loop - Zone 2		2	NTCD1	USLXX	136.00	253.03	157.89	44.80	11.73										
	4-Wire DS1 Digital Loop - Zone 3		3	NTCD1	USLXX	229.15	253.03	157.89	44.80	11.73										
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			NTCD1	URES		24.88	3.51												
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			NTCD1	URESP		26.37	4.99												
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCD1	UREWO		101.30	43.13												
4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																				
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	NTCUD	UDL2X	29.93	126.66	89.12	59.35	14.61										
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	NTCUD	UDL2X	33.99	126.66	89.12	59.35	14.61										
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone3		3	NTCUD	UDL2X	34.74	126.66	89.12	59.35	14.61										
	4 Wire Unbundled Digital Loop 4.8 Kbps -Zone 1		1	NTCUD	UDL4X	29.93	126.66	89.12	59.35	14.61										
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	NTCUD	UDL4X	33.99	126.66	89.12	59.35	14.61										
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	NTCUD	UDL4X	34.74	126.66	89.12	59.35	14.61										
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	NTCUD	UDL9X	29.93	126.66	89.12	59.35	14.61										
	5 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	NTCUD	UDL9X	33.99	126.66	89.12	59.35	14.61										
	6 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	NTCUD	UDL9X	34.74	126.66	89.12	59.35	14.61										
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	NTCUD	UDL19	29.93	126.66	89.12	59.35	14.61										
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	NTCUD	UDL19	33.99	126.66	89.12	59.35	14.61										
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	NTCUD	UDL19	34.74	126.66	89.12	59.35	14.61										
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	NTCUD	UDL56	29.93	126.66	89.12	59.35	14.61										
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	NTCUD	UDL56	33.99	126.66	89.12	59.35	14.61										
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	NTCUD	UDL56	34.74	126.66	89.12	59.35	14.61										
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	NTCUD	UDL64	29.93	126.66	89.12	59.35	14.61										
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	NTCUD	UDL64	33.99	126.66	89.12	59.35	14.61										
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	NTCUD	UDL64	34.74	126.66	89.12	59.35	14.61										
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DSO)			NTCUD	URES		24.88	3.51												
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DSO)			NTCUD	URESP		26.37	4.99												
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCUD	UREWO		102.34	49.85												
	Order Coordination for Specified Conversion Time (per LSR)			NTCVG, NTCUD, NTCDD1	OCOSL		18.13													
MAINTENANCE OF SERVICE																				
				UDC, UEA, UDL, UD, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCDD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLXS, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVBT		80.00	55.00												
	Maintenance of Service Charge, Basic Time, per half hour																			
				UDC, UEA, UDL, UD, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCDD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLXS, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVOT		90.00	65.00												
	Maintenance of Service Charge, Overtime, per half hour																			

UNBUNDLED NETWORK ELEMENTS - South Carolina																
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc 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
				UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCDD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVPT		100.00	75.00								
	Maintenance of Service Charge, Premium, per half hour															
LOOP MODIFICATION																
	Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		32.46	32.46								
	Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		32.46	32.46								
	Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		32.48	32.48								
SUB-LOOPS																
	Sub-Loop Distribution															
	Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up			UEANL, UEF	USBSA		241.42	241.42								
	Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up			UEANL, UEF	USBSB		22.69	22.69								
	Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up			UEANL	USBSC		177.84	177.84								
	Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up			UEANL	USBSD		55.58	55.58								
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN2	8.87	65.94	31.03	45.35	6.71						
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN2	12.58	65.94	31.03	45.35	6.71						
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN2	14.79	65.94	31.03	45.35	6.71						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.17	8.17								
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	14.11	79.21	44.29	49.82	9.09						
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	19.40	79.21	44.29	49.82	9.09						
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	18.90	79.21	44.29	49.82	9.09						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.17	8.17								
	Sub-Loop 2-Wire Intrabuilding Network Cable (INC)			UEANL	USBR2	2.41	53.13	18.21	45.35	6.71						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.17	8.17								
	Sub-Loop 4-Wire Intrabuilding Network Cable (INC)			UEANL	USBR4	5.36	59.38	24.47	49.82	9.09						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.17	8.17								
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		34.23	0.00								
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		19.90	19.90								
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS2X	7.11	65.94	31.03	45.35	6.71						
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS2X	9.83	65.94	31.03	45.35	6.71						
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS2X	10.48	65.94	31.03	45.35	6.71						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		8.17	8.17								
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS4X	7.85	79.21	44.29	49.82	9.09						
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS4X	14.17	79.21	44.29	49.82	9.09						
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS4X	12.64	79.21	44.29	49.82	9.09						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		8.17	8.17								

UNBUNDLED NETWORK ELEMENTS - South Carolina												Att: 2 Exh: A								
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l					
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)									
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN				
	Loop Tagging Service Level 1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		8.95	0.88												
	Loop Testing - Basic 1st Half Hour			UEF	URET1		34.23	0.00												
	Loop Testing - Basic Additional Half Hour			UEF	URETA		19.90	19.90												
Unbundled Sub-Loop Modification																				
	Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		176.17	5.11												
	Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		176.17	5.11												
	Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop			UEF	ULMBT		278.82	6.13												
Unbundled Network Terminating Wire (UNTW)																				
	Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.3303	30.20	30.20												
Network Interface Device (NID)																				
	Network Interface Device (NID) - 1-2 lines			UENTW	UNID12		43.68	28.79												
	Network Interface Device (NID) - 1-6 lines			UENTW	UNID16		64.42	49.53												
	Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		5.92	5.92												
	Network Interface Device Cross Connect - 4W			UENTW	UNDC4		5.92	5.92												
UNE OTHER, PROVISIONING ONLY - NO RATE																				
				UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW, NTCVG, NTCUD, NTCDD1, USL	UNECN	0.00	0.00													
	Unbundled Contact Name, Provisioning Only - no rate			USL, NTCDD1	CCOSF															
	Unbundled DS1 Loop - Superframe Format Option - no rate			USL, NTCDD1	CCOEF															
	Unbundled DS1 Loop - Expanded Superframe Format option - no rate			UENTW	UNDBX	0.00	0.00													
	NID - Dispatch and Service Order for NID installation			UENTW	UENCE	0.00	0.00													
	UNTW Circuit Establishment, Provisioning Only - No Rate																			
LOOP MAKE-UP																				
	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		24.04	24.04												
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		25.49	25.49												
	Loop Makeup-With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.34	0.34												
LINE SPLITTING																				
END USER ORDERING-CENTRAL OFFICE BASED																				
	Line Splitting - per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0.61														
	Line Splitting - per line activation AT&T owned - physical			UEPSR UEPSB	UREBP	0.61	37.09	21.24	20.07	9.85										
	Line Splitting - per line activation AT&T owned - virtual			UEPSR UEPSB	UREBV	0.61	37.09	21.24	20.07	9.85										
END USER ORDERING - REMOTE SITE LINE SPLITTING																				
UNBUNDLED EXCHANGE ACCESS LOOP																				
2-WIRE ANALOG VOICE GRADE LOOP																				
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	14.94	37.92	17.62	23.56	5.32										
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	14.94	37.92	17.62	23.56	5.32										
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	21.39	37.92	17.62	23.56	5.32										
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	21.39	37.92	17.62	23.56	5.32										
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	26.72	37.92	17.62	23.56	5.32										
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	26.72	37.92	17.62	23.56	5.32										
PHYSICAL COLLOCATION																				
	Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.0341	12.32	11.83	6.04	5.45										
VIRTUAL COLLOCATION																				
	Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0.0317	12.32	11.83	6.04	5.45										
UNBUNDLED DEDICATED TRANSPORT																				
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																				
	Interoffice Channel - 2-Wire Voice Grade - per mile			U1TVX	1LSXX	0.0167														
	Interoffice Channel - 2-Wire Voice Grade - Facility Termination			U1TVX	U1TV2	24.30	40.63	27.47	16.77	6.91										
	Interoffice Channel - 2-Wire Voice Grade Rev Bat. - per mile			U1TVX	1LSXX	0.0167														
	Interoffice Channel - 2-Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	24.30	40.63	27.47	16.77	6.91										

UNBUNDLED NETWORK ELEMENTS - South Carolina																	Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l					
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)									
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN				
	Interoffice Channel - 4-Wire Voice Grade - per mile			UITVX	1L5XX	0.0167														
	Interoffice Channel - 4- Wire Voice Grade - Facility Termination			UITVX	UITV4	21.29	40.63	27.47	16.77	6.91										
	Interoffice Channel - 56 kbps - per mile			UITDX	1L5XX	0.0167														
	Interoffice Channel - 56 kbps - Facility Termination			UITDX	UITD5	16.76	40.63	27.47	16.77	6.91										
	Interoffice Channel - 64 kbps - per mile			UITDX	1L5XX	0.0167														
	Interoffice Channel - 64 kbps - Facility Termination			UITDX	UITD6	16.76	40.63	27.47	16.77	6.91										
	Interoffice Channel - DS1 - per mile			UITD1	1L5XX	0.3415														
	Interoffice Channel - DS1 - Facility Termination			UITD1	UITF1	77.14	89.47	81.99	16.39	14.48										
	Interoffice Channel - DS3 - per mile			UITD3	1L5XX	8.02														
	Interoffice Channel - DS3 - Facility Termination			UITD3	UITF3	880.65	279.37	163.12	60.33	58.59										
	Interoffice Channel - STS-1 - per mile			UITS1	1L5XX	8.02														
	Interoffice Channel - STS-1 - Facility Termination			UITS1	UITFS	880.55	279.37	163.12	60.33	58.59										
UNBUNDLED DARK FIBER																				
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	36.41														
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	UDF14		640.51	138.17	317.76	198.11										
HIGH CAPACITY UNBUNDLED LOCAL LOOP																				
DS-3/STS-1 UNBUNDLED LOCAL LOOP - Stand Alone																				
	DS3 Unbundled Local Loop - per mile			UE3	1L5ND	12.26														
	DS3 Unbundled Local Loop - Facility Termination			UE3	UE3PX	306.36	452.52	264.53	119.75	83.77										
	STS-1Unbundled Local Loop - per mile			UDLSX	1L5ND	12.26														
	STS-1 Unbundled Local Loop - Facility Termination			UDLSX	UDLS1	313.49	452.52	264.53	119.75	83.77										
ENHANCED EXTENDED LINK (EELS)																				
Network Elements Used in Combinations																				
	2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	16.68	105.98	68.43	53.05	10.61										
	2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	23.13	105.98	68.43	53.05	10.61										
	2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	28.46	105.98	68.43	53.05	10.61										
	4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	32.59	132.38	94.83	59.35	14.61										
	4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	43.89	132.38	94.83	59.35	14.61										
	4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	43.38	132.38	94.83	59.35	14.61										
	2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	25.21	117.58	80.03	53.05	10.61										
	2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	32.76	117.58	80.03	53.05	10.61										
	2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	37.70	117.58	80.03	53.05	10.61										
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	29.93	126.66	89.12	59.35	14.61										
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	33.99	126.66	89.12	59.35	14.61										
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	34.74	126.66	89.12	59.35	14.61										
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	29.93	126.66	89.12	59.35	14.61										
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	33.99	126.66	89.12	59.35	14.61										
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	34.74	126.66	89.12	59.35	14.61										
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	79.51	253.03	157.89	44.80	11.73										
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	136.00	253.03	157.89	44.80	11.73										
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	229.15	253.03	157.89	44.80	11.73										
	DS3 Local Loop in combination - per mile			UNC3X	1L5ND	12.26														
	DS3 Local Loop in combination - Facility Termination			UNC3X	UE3PX	306.36	452.52	264.53	119.75	83.77										
	STS-1 Local Loop in combination - per mile			UNC5X	1L5ND	12.26														
	STS-1 Local Loop in combination - Facility Termination			UNC5X	UDLS1	313.49	452.52	264.53	119.75	83.77										
	Interoffice Channel in combination - 2-wire VG - per mile			UNCVX	1L5XX	0.0167														
	Interoffice Channel in combination - 2-wire VG - Facility Termination			UNCVX	UITV2	24.30	40.63	27.47	16.77	6.91										
	Interoffice Channel in combination - 4-wire VG - per mile			UNCVX	1L5XX	0.0167														
	Interoffice Channel in combination - 4-wire VG - Facility Termination			UNCVX	UITV4	21.29	40.63	27.47	16.77	6.91										
	Interoffice Channel in combination - 4-wire 56 kbps - per mile			UNCDX	1L5XX	0.0167														
	Interoffice Channel in combination - 4-wire 56 kbps - Facility Termination			UNCDX	UITD5	16.76	40.63	27.47	16.77	6.91										
	Interoffice Channel in combination - 4-wire 64 kbps - per mile			UNCDX	1L5XX	0.0167														
	Interoffice Channel in combination - 4-wire 64 kbps - Facility Termination			UNCDX	UITD6	16.76	40.63	27.47	16.77	6.91										
	Interoffice Channel in combination - DS1 - per mile			UNC1X	1L5XX	0.3415														
	Interoffice Channel in combination - DS1 Facility Termination			UNC1X	UITF1	77.14	89.47	81.99	16.39	14.48										
	Interoffice Channel in combination - DS3 - per mile			UNC3X	1L5XX	8.02														
	Interoffice Channel in combination - DS3 - Facility Termination			UNC3X	UITF3	880.65	279.37	163.12	60.33	58.59										
	Interoffice Channel in combination - STS-1 - per mile			UNC5X	1L5XX	8.02														
	Interoffice Channel in combination - STS-1 Facility Termination			UNC5X	UITFS	880.55	279.37	163.12	60.33	58.59										
ADDITIONAL NETWORK ELEMENTS																				
Optional Features & Functions:																				
	Clear Channel Capability Extended Frame Option - per DS1	I		UITD1, ULDD1,UNC1X	CCOEF		0.00													

UNBUNDLED NETWORK ELEMENTS - South Carolina													Att: 2 Exh: A							
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l					
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)									
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN				
	Clear Channel Capability Super FrameOption - per DS1	I		U1TD1, ULDD1, UNC1X	CCOSF		0.00													
	Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC		185.26	23.86	1.99	0.78										
	C-bit Parity Option - Subsequent Activity - per DS3	I		U1TD3, ULDD3, UE3, UNC3X	NRCC3		219.58	7.69	0.737	0.00										
	DS1/DS0 Channel System			UNC1X	MQ1	107.57	91.24	62.71	10.56	9.81										
	DS3/DS1Channel System			UNC3X, UNCSX	MQ3	144.02	178.54	94.18	33.33	31.90										
	Voice Grade COCI in combination			UNCVX	1D1VG	0.56	6.59	4.73												
	Voice Grade COCI - for 2W-SL2 & 4W Voice Grade Local Loop			UEA	1D1VG	0.56	6.59	4.73												
	Voice Grade COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	0.56	6.59	4.73												
	OCU-DP COCI (2.4-64kbs) in combination			UNCDX	1D1DD	1.19	6.59	4.73												
	OCU-DP COCI (2.4-64kbs) - for Unbundled Digital Loop			UDL	1D1DD	1.19	6.59	4.73												
	OCU-DP COCI (2.4-64kbs) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	1.19	6.59	4.73												
	2-wire ISDN COCI (BRITE) in combination			UNCNX	UC1CA	2.56	6.59	4.73												
	2-wire ISDN COCI (BRITE) - for a Local Loop			UDN	UC1CA	2.56	6.59	4.73												
	2-wire ISDN COCI (BRITE) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	2.56	6.59	4.73												
	DS1 COCI in combination			UNC1X	UC1D1	8.64	6.59	4.73												
	DS1 COCI - for Stand Alone Local Channel			ULDD1	UC1D1	8.64	6.59	4.73												
	DS1 COCI - for Stand Alone Interoffice Channel			U1TD1	UC1D1	8.64	6.59	4.73												
	DS1 COCI - for DS1 Local Loop			USL, NTCD1	UC1D1	8.64	6.59	4.73												
	DS1 COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUA	UC1D1	8.64	6.59	4.73												
	Wholesale - UNE, Switch-As-Is Conversion Charge			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, UDFCX, XDH1X, HFQC6, XDD2X, XDV6X, XDDFX, XDD4X, HFRST, UNCNX	UNCCC		5.61	5.61												
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, per circuit (LSR)			U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URES		40.27	13.52												
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, incremental charge per circuit on a spreadsheet			U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESP		23.80	12.11												
Access to DCS - Customer Reconfiguration (FlexServ)																				
	Customer Reconfiguration Establishment						1.48		1.85											
	DS1 DCS Termination with DS0 Switching					27.96	25.60	19.70	16.67	13.41										
	DS1 DCS Termination with DS1 Switching					12.67	18.51	12.61	12.24	8.98										
	DS3 DCS Termination with DS1 Switching					176.51	25.60	19.70	16.67	13.41										
Node (SynchroNet)																				
	Node per month			UNCDX	UNCNT	14.55														
Service Rearrangements																				
	NRC - Change in Facility Assignment per circuit Service Rearrangement	I		U1TVX, U1TDX, U1TUC, U1TUD, U1TUB, ULDDX, ULDDX, UNCVX, UNCDX, UNC1X	URETD		101.30	43.13												
	NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)	I		U1TVX, U1TDX, U1TUC, U1TUD, U1TUB, ULDDX, ULDDX, UNCVX, UNCDX, UNC1X	URETB		3.66	3.66												
	NRC - Order Coordination Specific Time - Dedicated Transport	I		UNC1X, UNC3X	OCOSR		18.90	18.90												
COMMINGLING																				
	Commingling Authorization			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, U1TD1, U1TD3, U1TS1, UE3, UDLSX, U1TVX, U1TDX, U1TUB, ULDDX, ULDD1, ULDD3, ULDS1	CMGAU	0.00	0.00	0.00	0.00	0.00										
Commingled (UNE part of single bandwidth circuit)																				

UNBUNDLED NETWORK ELEMENTS - South Carolina

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc 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
	Commingled VG COCI			XDV2X	1D1VG	0.56	6.59	4.73								
	Commingled Digital COCI			XDV6X	1D1DD	1.19	6.59	4.73								
	Commingled ISDN COCI			XDD4X	UC1CA	2.56	6.59	4.73								
	Commingled 2-wire VG Interoffice Channel Facility Termination			XDV2X	U1TV2	24.30	40.63	27.47	16.77	6.91						
	Commingled 4-wire VG Interoffice Channel Facility Termination			XDV6X	U1TV4	21.29	40.63	27.47	16.77	6.91						
	Commingled 56kbps Interoffice Channel Facility Termination			XDD4X	U1TD5	16.76	40.63	27.47	16.77	6.91						
	Commingled 64kbps Interoffice Channel Facility Termination			XDD4X	U1TD6	16.76	40.63	27.47	16.77	6.91						
	Commingled VG/DS0 Interoffice Channel per mile			XDV2X, XDV6X, XDD4X	1L5XX	0.0167										
	Commingled 2-wire Local Loop Zone 1		1	XDV2X	UEAL2	16.68	105.98	68.43	53.05	10.61						
	Commingled 2-wire Local Loop Zone 2		2	XDV2X	UEAL2	23.13	105.98	68.43	53.05	10.61						
	Commingled 2-wire Local Loop Zone 3		3	XDV2X	UEAL2	28.46	105.98	68.43	53.05	10.61						
	Commingled 4-wire Local Loop Zone 1		1	XDV6X	UEAL4	32.59	132.38	94.83	59.35	14.61						
	Commingled 4-wire Local Loop Zone 2		2	XDV6X	UEAL4	43.89	132.38	94.83	59.35	14.61						
	Commingled 4-wire Local Loop Zone 3		3	XDV6X	UEAL4	43.38	132.38	94.83	59.35	14.61						
	Commingled 56kbps Local Loop Zone 1		1	XDD4X	UDL56	29.93	126.66	89.12	59.35	14.61						
	Commingled 56kbps Local Loop Zone 2		2	XDD4X	UDL56	33.99	126.66	89.12	59.35	14.61						
	Commingled 56kbps Local Loop Zone 3		3	XDD4X	UDL56	34.74	126.66	89.12	59.35	14.61						
	Commingled 64kbps Local Loop Zone 1		1	XDD4X	UDL64	29.93	126.66	89.12	59.35	14.61						
	Commingled 64kbps Local Loop Zone 2		2	XDD4X	UDL64	33.99	126.66	89.12	59.35	14.61						
	Commingled 64kbps Local Loop Zone 3		3	XDD4X	UDL64	34.74	126.66	89.12	59.35	14.61						
	Commingled ISDN Local Loop Zone 1		1	XDD4X	U1L2X	25.21	117.58	80.03	53.05	10.61						
	Commingled ISDN Local Loop Zone 2		2	XDD4X	U1L2X	32.76	117.58	80.03	53.05	10.61						
	Commingled ISDN Local Loop Zone 3		3	XDD4X	U1L2X	37.70	117.58	80.03	53.05	10.61						
	Commingled DS1 COCI			XDH1X	UC1D1	8.64	6.59	4.73								
	Commingled DS1 Interoffice Channel Facility Termination			XDH1X	U1TF1	77.14	89.47	81.99	16.39	14.48						
	Commingled DS1 Interoffice Channel per mile			XDH1X	1L5XX	0.3415										
	Commingled DS1/DS0 Channel System			XDH1X	MQ1	107.57	91.24	62.71	10.56	9.81						
	Commingled DS1 Local Loop Zone 1		1	XDH1X	USLXX	79.51	253.03	157.89	44.80	11.73						
	Commingled DS1 Local Loop Zone 2		2	XDH1X	USLXX	136.00	253.03	157.89	44.80	11.73						
	Commingled DS1 Local Loop Zone 3		3	XDH1X	USLXX	229.15	253.03	157.89	44.80	11.73						
	Commingled DS3 Local Loop Facility Termination			HFQC6	UE3PX	306.36	452.52	264.53	119.75	83.77						
	Commingled DS3/STS-1 Local Loop per mile			HFQC6, HFRST	1L5ND	12.26										
	Commingled STS-1 Local Loop Facility Termination			HFRST	UDLS1	313.49	452.52	264.53	119.75	83.77						
	Commingled DS3/DS1 Channel System			HFQC6	MQ3	144.02	178.54	94.18	33.33	31.90						
	Commingled DS3 Interoffice Channel Facility Termination			HFQC6	U1TF3	880.65	279.37	163.12	60.33	58.59						
	Commingled DS3 Interoffice Channel per mile			HFQC6	1L5XX	8.02										
	Commingled STS-1 Interoffice Channel Facility Termination			HFRST	U1TFS	880.55	279.37	163.12	60.33	58.59						
	Commingled STS-1 Interoffice Channel per mile			HFRST	1L5XX	8.02										
	Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	1L5DF	36.41										
	Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	UDF14		640.51	138.17	317.76	198.11						
	UNE to Commingled Conversion Tracking			XDH1X, HFQC6	CMGUN	0.00	0.00	0.00	0.00	0.00						
	SPA to Commingled Conversion Tracking			XDH1X, HFQC6	CMGSP	0.00	0.00	0.00	0.00	0.00						
LNP Query Service																
	LNP Charge Per query					0.0008837										
	LNP Service Establishment Manual						25.09	25.09	23.07	23.07						
	LNP Service Provisioning with Point Code Establishment						594.82	303.88	269.53	198.18						
911 PBX LOCATE																
911 PBX LOCATE DATABASE CAPABILITY																
	Service Establishment per CLEC per End User Account			9PBDC	9PBEU		1,813.00									
	Changes to TN Range or Customer Profile			9PBDC	9PBTN		181.40									
	Per Telephone Number (Monthly)			9PBDC	9PBMM	0.07										
	Change Company (Service Provider) ID			9PBDC	9PBPC		532.48									
	PBX Locate Service Support per CLEC (Monthly)			9PBDC	9PBMR	181.29										
	Service Order Charge			9PBDC	9PBSC		15.69									
911 PBX LOCATE TRANSPORT COMPONENT																
See Att 3																
Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.																

UNBUNDLED NETWORK ELEMENTS - Tennessee											Att: 2 Exh: A								
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l				
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect 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://wholesale.att.com/																			
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																			
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the AT&T "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 AT&T'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 AT&T.																			
NOTE: (3) OSS - Manual Service Order Charge, Per Element - UNE Only **Please see applicable rate element for SOMAN charge**																			
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMEC		3.50	0.00	3.50	0.00									
UNE SERVICE DATE ADVANCEMENT CHARGE																			
NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.																			
	UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDLO3, UDLSX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA,NTCVG, NTCUD, NTCDD1				SDASP		200.00												
ORDER MODIFICATION CHARGE																			
	Order Modification Charge (OMC)						26.21	0.00	0.00	0.00									
	Order Modification Additional Dispatch Charge (OMCAD)						150.00	0.00	0.00	0.00									
UNBUNDLED EXCHANGE ACCESS LOOP																			
2-WIRE ANALOG VOICE GRADE LOOP																			
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2		11.74	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32		
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2		17.59	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32		
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2		29.37	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32		
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEASL		11.74	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32		
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEASL		17.59	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32		
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEASL		29.37	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32		
	Tag Loop at End User Premise			UEANL	URETL			8.95	0.88										
	Loop Testing - Basic 1st Half Hour			UEANL	URET1			57.67	0.00										
	Loop Testing - Basic Additional Half Hour			UEANL	URETA			37.44	37.44										
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC			36.52	36.52										
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL			34.29											
	Unbundled Non-Design Voice Loop, billing for AT&T providing make-up (Engineering Information - E.I.)			UEANL	UEANM		25.33		25.33										
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEANL	UREWO			15.80	8.95	10.65	1.41			20.35	10.54	13.32	13.32		
	Bulk Migration, per 2 Wire Voice Loop-SL1			UEANL	UREPN			31.99	20.02	10.65	1.41								
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1			UEANL	UREPM			36.52	36.52										
2-WIRE Unbundled COPPER LOOP																			

UNBUNDLED NETWORK ELEMENTS - Tennessee																	Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
						Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	OSS Rates(\$)									
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN				
	2-Wire Unbundled Copper Loop - Non-Designed Zone 1		1	UEQ	UEQ2X	11.74	31.99		20.02	10.65	1.41			20.35	10.54	13.32				
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2		2	UEQ	UEQ2X	17.59	31.99		20.02	10.65	1.41			20.35	10.54	13.32				
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3		3	UEQ	UEQ2X	29.37	31.99		20.02	10.65	1.41			20.35	10.54	13.32				
	Tag Loop at End User Premise			UEQ	URETL		8.95	0.88												
	Loop Testing - Basic 1st Half Hour			UEQ	URET1		57.67	0.00												
	Loop Testing - Basic Additional Half Hour			UEQ	URETA		37.44	37.44												
	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		36.52	36.52												
	Unbundled Copper Loop - Non-Design, billing for AT&T providing make-up (Engineering Information - E.I.)			UEQ	UEQMU		25.33	25.33						20.35	10.54	13.32				
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEQ	UREWO		14.29	7.44	10.65	1.41				20.35	10.54	13.32				
	Bulk Migration, per 2 Wire UCL-ND			UEQ	UREPN		31.99	20.02	10.65	1.41										
	Bulk Migration Order Coordination, per 2 Wire UCL-ND			UEQ	UREPM		36.52	36.52												
UNBUNDLED EXCHANGE ACCESS LOOP																				
2-WIRE ANALOG VOICE GRADE LOOP																				
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	14.74	75.06	48.20	28.70	17.64				20.35	10.54	13.32				
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	22.08	75.06	48.20	28.70	17.64				20.35	10.54	13.32				
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	36.87	75.06	48.20	28.70	17.64				20.35	10.54	13.32				
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	14.74	75.06	48.20	28.70	17.64				20.35	10.54	13.32				
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	22.08	75.06	48.20	28.70	17.64				20.35	10.54	13.32				
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	36.87	75.06	48.20	28.70	17.64				20.35	10.54	13.32				
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DSO)			UEA	URESLS		23.42	3.30						20.35	10.54	13.32				
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DSO)			UEA	URESPL		24.82	4.70												
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEA	UREWO		75.06	36.41						20.35	10.54	13.32				
	Loop Tagging - Service Level 2 (SL2)			UEA	URETL		11.23	1.10												
	Bulk Migration, per 2 Wire Voice Loop-SL2			UEA	UREPN		75.06	48.20												
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2			UEA	UREPM		0.00	0.00												
4-WIRE ANALOG VOICE GRADE LOOP																				
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	21.98	122.76	85.57	76.35	39.16				20.35	10.54	13.32				
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	32.93	122.76	85.57	76.35	39.16				20.35	10.54	13.32				
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	54.99	122.76	85.57	76.35	39.16				20.35	10.54	13.32				
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DSO)			UEA	URESLS		23.42	3.30						20.35	10.54	13.32				
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DSO)			UEA	URESPL		24.82	4.70												
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEA	UREWO		75.06	36.41						20.35	10.54	13.32				
2-WIRE ISDN DIGITAL GRADE LOOP																				
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	UIL2X	19.77	142.76	88.88	76.35	39.16				20.35	10.54	13.32				
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	UIL2X	29.63	142.76	88.88	76.35	39.16				20.35	10.54	13.32				
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	UIL2X	49.47	142.76	88.88	76.35	39.16				20.35	10.54	13.32				
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UDN	UREWO		91.77	44.22						20.35	10.54	13.32				
2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																				
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	12.30	156.95	64.54	89.64	16.93				20.35	10.54	13.32				
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	18.43	156.95	64.54	89.64	16.93				20.35	10.54	13.32				
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	30.77	156.95	64.54	89.64	16.93				20.35	10.54	13.32				
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 1		1	UAL	UAL2W	12.30	89.40	35.91	72.02	11.48				20.35	10.54	13.32				
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 2		2	UAL	UAL2W	18.43	89.40	35.91	72.02	11.48				20.35	10.54	13.32				
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 3		3	UAL	UAL2W	30.77	89.40	35.91	72.02	11.48				20.35	10.54	13.32				
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UAL	UREWO		31.99	20.02						20.35	10.54	13.32				
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																				

UNBUNDLED NETWORK ELEMENTS - Tennessee																	Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
						Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l			OSS Rates(\$)							
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN				
	2 Wire Unbundled HD SL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	9.64	158.94	65.20	89.64	16.93				20.35	10.54	13.32	13.32			
	2 Wire Unbundled HD SL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	14.44	158.94	65.20	89.64	16.93				20.35	10.54	13.32	13.32			
	2 Wire Unbundled HD SL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	24.12	158.94	65.20	89.64	16.93				20.35	10.54	13.32	13.32			
	2 Wire Unbundled HD SL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	9.64	89.40	35.91	72.02	11.48				20.35	10.54	13.32	13.32			
	2 Wire Unbundled HD SL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	14.44	89.40	35.91	72.02	11.48				20.35	10.54	13.32	13.32			
	2 Wire Unbundled HD SL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	24.12	89.40	35.91	72.02	11.48				20.35	10.54	13.32	13.32			
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UHL	UREWO		31.99	20.02						20.35	10.54	13.32	13.32			
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																				
	4 Wire Unbundled HD SL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	12.40	169.62	75.89	39.73	19.53				20.35	10.54	13.32	13.32			
	4-Wire Unbundled HD SL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	18.58	169.62	75.89	39.73	19.53				20.35	10.54	13.32	13.32			
	4-Wire Unbundled HD SL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	31.03	169.62	75.89	39.73	19.53				20.35	10.54	13.32	13.32			
	4-Wire Unbundled HD SL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	12.40	100.09	46.60	75.75	13.97				20.35	10.54	13.32	13.32			
	4-Wire Unbundled HD SL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	18.58	100.09	46.60	75.75	13.97				20.35	10.54	13.32	13.32			
	4-Wire Unbundled HD SL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	31.03	100.09	46.60	75.75	13.97				20.35	10.54	13.32	13.32			
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UHL	UREWO		31.99	20.02						20.35	10.54	13.32	13.32			
4-WIRE DS1 DIGITAL LOOP																				
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	51.38	313.08	219.72	96.86	40.45				18.98	8.43	11.95	11.95			
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	76.98	313.08	219.72	96.86	40.45				18.98	8.43	11.95	11.95			
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	128.54	313.08	219.72	96.86	40.45				18.98	8.43	11.95	11.95			
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			USL	URES		23.42	3.30												
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL	URES		24.82	4.70												
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			USL	UREWO		130.47	40.11						20.35	10.54	13.32	13.32			
4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																				
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	UDL	UDL2X	27.68	207.01	141.38	90.70	44.18										
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	UDL	UDL2X	41.47	207.01	141.38	90.70	44.18										
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone3		3	UDL	UDL2X	69.24	207.01	141.38	90.70	44.18										
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	UDL	UDL4X	27.68	207.01	141.38	90.70	44.18										
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	UDL	UDL4X	41.47	207.01	141.38	90.70	44.18										
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	UDL	UDL4X	69.24	207.01	141.38	90.70	44.18										
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	UDL	UDL9X	27.68	207.01	141.38	90.70	44.18										
	5 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	UDL	UDL9X	41.47	207.01	141.38	90.70	44.18										
	6 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	UDL	UDL9X	69.24	207.01	141.38	90.70	44.18										
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	UDL	UDL19	27.68	207.01	141.38	90.70	44.18				20.35	10.54	13.32	13.32			
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	UDL	UDL19	41.47	207.01	141.38	90.70	44.18				20.35	10.54	13.32	13.32			
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	UDL	UDL19	69.24	207.01	141.38	90.70	44.18				20.35	10.54	13.32	13.32			
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	27.68	207.01	141.38	90.70	44.18				20.35	10.54	13.32	13.32			
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	41.47	207.01	141.38	90.70	44.18				20.35	10.54	13.32	13.32			
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	69.24	207.01	141.38	90.70	44.18				20.35	10.54	13.32	13.32			
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	27.68	207.01	141.38	90.70	44.18				20.35	10.54	13.32	13.32			
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	41.47	207.01	141.38	90.70	44.18				20.35	10.54	13.32	13.32			
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	69.24	207.01	141.38	90.70	44.18				20.35	10.54	13.32	13.32			
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UDL	URES		23.42	3.30						20.35	10.54	13.32	13.32			
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UDL	URES		24.82	4.70												
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UDL	UREWO		102.28	49.82						20.35	10.54	13.32	13.32			
2-WIRE Unbundled COPPER LOOP																				
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	11.74	31.99	20.02	10.65	1.41				20.35	10.54	13.32	13.32			
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	17.59	31.99	20.02	10.65	1.41				20.35	10.54	13.32	13.32			

UNBUNDLED NETWORK ELEMENTS - Tennessee																	Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
						Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	OSS Rates(\$)									
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN				
	2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	29.37	31.99	20.02	10.65	1.41				20.35	10.54	13.32	13.32			
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	11.74	31.99	20.02	10.65	1.41				20.35	10.54	13.32	13.32			
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	17.59	31.99	20.02	10.65	1.41				20.35	10.54	13.32	13.32			
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	29.37	31.99	20.02	10.65	1.41				20.35	10.54	13.32	13.32			
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52												
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UCL	UREWO		31.99	20.02						20.35	10.54	13.32	13.32			
4-WIRE COPPER LOOP																				
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	21.98	122.76	85.57	76.35	39.16				20.35	10.54	13.32	13.32			
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	32.93	122.76	85.57	76.35	39.16				20.35	10.54	13.32	13.32			
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	54.99	122.76	85.57	76.35	39.16				20.35	10.54	13.32	13.32			
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	21.98	122.76	85.57	76.35	39.16				20.35	10.54	13.32	13.32			
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	32.93	122.76	85.57	76.35	39.16				20.35	10.54	13.32	13.32			
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	54.99	122.76	85.57	76.35	39.16				20.35	10.54	13.32	13.32			
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52												
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UCL	UREWO		31.99	20.02						20.35	10.54	13.32	13.32			
	Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL, USL	OCOSL		34.29													
Rearrangements																				
	EEL to UNE-L Retermination, per 2 Wire Unbundled Voice Loop-SL2			UEA	UREEL		75.06	36.41												
	EEL to UNE-L Retermination, per 4 Wire Unbundled Voice Loop			UEA	UREEL		75.06	36.41												
	EEL to UNE-L Retermination, per 2 Wire ISDN Loop			UDN	UREEL		91.77	44.22												
	EEL to UNE-L Retermination, per 4 Wire Unbundled Digital Loop			UDL	UREEL		102.28	49.82												
	EEL to UNE-L Retermination, per 4 Wire Unbundled DS1 Loop			USL	UREEL		130.47	40.11												
UNE LOOP COMMINGLING																				
2-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING																				
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	NTCVG	UEAL2	14.74	75.06	48.20	28.70	17.64										
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	NTCVG	UEAL2	22.08	75.06	48.20	28.70	17.64										
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	NTCVG	UEAL2	36.87	75.06	48.20	28.70	17.64										
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	NTCVG	UEAR2	14.74	75.06	48.20	28.70	17.64										
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	NTCVG	UEAR2	22.08	75.06	48.20	28.70	17.64										
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	NTCVG	UEAR2	36.87	75.06	48.20	28.70	17.64										
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DSO)			NTCVG	URES		23.42	3.30												
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DSO)			NTCVG	URES		24.82	4.70												
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO		75.06	36.41												
	Loop Tagging - Service Level 2 (SL2)			NTCVG	URETL		11.23	1.10												
4-WIRE ANALOG VOICE GRADE LOOP																				
	4-Wire Analog Voice Grade Loop - Zone 1		1	NTCVG	UEAL4	21.98	122.76	85.57	76.35	39.16										
	4-Wire Analog Voice Grade Loop - Zone 2		2	NTCVG	UEAL4	32.93	122.76	85.57	76.35	39.16										
	4-Wire Analog Voice Grade Loop - Zone 3		3	NTCVG	UEAL4	54.99	122.76	85.57	76.35	39.16										
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DSO)			NTCVG	URES		23.42	3.30												
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DSO)			NTCVG	URES		24.82	4.70												
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO		75.06	36.41												
4-WIRE DS1 DIGITAL LOOP - COMMINGLING																				

UNBUNDLED NETWORK ELEMENTS - Tennessee																	Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l				
						Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	OSS Rates(\$)									
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN				
	4-Wire DS1 Digital Loop - Zone 1		1	NTCD1	USLXX	51.38	313.08	219.72	96.86	40.45										
	4-Wire DS1 Digital Loop - Zone 2		2	NTCD1	USLXX	76.98	313.08	219.72	96.86	40.45										
	4-Wire DS1 Digital Loop - Zone 3		3	NTCD1	USLXX	128.54	313.08	219.72	96.86	40.45										
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			NTCD1	URES		23.42	3.30												
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			NTCD1	URES		24.82	4.70												
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCD1	UREWO		130.47	40.11												
4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																				
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	NTCUD	UDL2X	27.68	207.01	141.38	90.70	44.18										
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	NTCUD	UDL2X	41.47	207.01	141.38	90.70	44.18										
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	NTCUD	UDL2X	69.24	207.01	141.38	90.70	44.18										
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	NTCUD	UDL4X	27.68	207.01	141.38	90.70	44.18										
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	NTCUD	UDL4X	41.47	207.01	141.38	90.70	44.18										
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	NTCUD	UDL4X	69.24	207.01	141.38	90.70	44.18										
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	NTCUD	UDL9X	27.68	207.01	141.38	90.70	44.18										
	5 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	NTCUD	UDL9X	41.47	207.01	141.38	90.70	44.18										
	6 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	NTCUD	UDL9X	69.24	207.01	141.38	90.70	44.18										
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	NTCUD	UDL19	27.68	207.01	141.38	90.70	44.18										
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	NTCUD	UDL19	41.47	207.01	141.38	90.70	44.18										
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	NTCUD	UDL19	69.24	207.01	141.38	90.70	44.18										
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	NTCUD	UDL56	27.68	207.01	141.38	90.70	44.18										
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	NTCUD	UDL56	41.47	207.01	141.38	90.70	44.18										
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	NTCUD	UDL56	69.24	207.01	141.38	90.70	44.18										
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	NTCUD	UDL64	27.68	207.01	141.38	90.70	44.18										
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	NTCUD	UDL64	41.47	207.01	141.38	90.70	44.18										
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	NTCUD	UDL64	69.24	207.01	141.38	90.70	44.18										
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DSO)			NTCUD	URES		23.42	3.30												
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DSO)			NTCUD	URES		24.82	4.70												
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCUD	UREWO		102.28	49.82												
	Order Coordination for Specified Conversion Time (per LSR)			NTCVG, NTCUD, NTCDD1	OCOSL		34.29													
MAINTENANCE OF SERVICE																				
				UDC, UEA, UDL, UD, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCDD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLXS, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULVDX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVBT		80.00	55.00												
	Maintenance of Service Charge, Basic Time, per half hour																			
				UDC, UEA, UDL, UD, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCDD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLXS, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULVDX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVOT		90.00	65.00												
	Maintenance of Service Charge, Overtime, per half hour																			

UNBUNDLED NETWORK ELEMENTS - Tennessee													Att: 2 Exh: A						
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
						Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN			
				UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCDD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVPT		100.00	75.00											
LOOP MODIFICATION																			
Service Order charges will only apply once per Loop																			
	Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		65.40	65.40											
	Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		65.40	65.40											
	Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		65.44	65.44											
SUB-LOOPS																			
Sub-Loop Distribution																			
	Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up			UEANL, UEF	USBSA		517.25	517.25					20.35	10.54	13.32	13.32			
	Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up			UEANL, UEF	USBSB		42.68	42.68					20.35	10.54	13.32	13.32			
	Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up			UEANL	USBSC		313.01	313.01					20.35	10.54	13.32	13.32			
	Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up			UEANL	USBSD		108.06	108.06					20.35	10.54	13.32	13.32			
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Statewide			UEANL	USBN2	10.02	148.84	112.34	73.14	36.65			20.35	10.54	13.32	13.32			
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		36.52	36.52											
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	6.54	106.85	51.20	74.08	11.55			20.35	10.54	13.32	13.32			
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	9.80	106.85	51.20	74.08	11.55			20.35	10.54	13.32	13.32			
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	16.36	106.85	51.20	74.08	11.55			20.35	10.54	13.32	13.32			
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		36.52	36.52											
	Sub-Loop 2-Wire Intrabuilding Network Cable (INC)			UEANL	USBR2	1.35	94.56	29.35					20.35	10.54	13.32	13.32			
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		36.52	36.52											
	Sub-Loop 4-Wire Intrabuilding Network Cable (INC)			UEANL	USBR4	2.26	116.14	37.10					20.35	10.54	13.32	13.32			
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		36.52	36.52											
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		57.67	0.00											
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		37.44	37.44											
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS2X	4.67	81.40	25.75	70.82	9.55			20.35	10.54	13.32	13.32			
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS2X	6.99	81.40	25.75	70.82	9.55			20.35	10.54	13.32	13.32			
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS2X	11.67	81.40	25.75	70.82	9.55			20.35	10.54	13.32	13.32			
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		36.52	36.52											
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS4X	5.85	81.74	26.08	74.08	11.55			20.35	10.54	13.32	13.32			
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS4X	8.76	81.74	26.08	74.08	11.55			20.35	10.54	13.32	13.32			
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS4X	14.63	81.74	26.08	74.08	11.55			20.35	10.54	13.32	13.32			
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		36.52	36.52											
	Loop Tagging Service Level 1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		8.95	0.88											
	Loop Testing - Basic 1st Half Hour			UEF	URET1		57.67	0.00											
	Loop Testing - Basic Additional Half Hour			UEF	URETA		37.44	37.44											

UNBUNDLED NETWORK ELEMENTS - Tennessee														Att: 2 Exh: A					
CATEGORY	RATE ELEMENTS			Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
								Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
Unbundled Sub-Loop Modification																			
		Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X			335.36	7.82									
		Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X			335.36	7.82									
		Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop			UEF	ULMBT			528.48	9.74									
Unbundled Network Terminating Wire (UNTW)																			
		Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP		0.4555	2.48	2.48	0.5814	0.5814				20.35	10.54	13.32	13.32
Network Interface Device (NID)																			
		Network Interface Device (NID) - 1-2 lines			UENTW	UND12			63.46	31.06	0.6391	0.6391				20.35	10.54	13.32	13.32
		Network Interface Device (NID) - 1-6 lines			UENTW	UND16			63.46	31.06	0.6522	0.6522				20.35	10.54	13.32	13.32
		Network Interface Device Cross Connect - 2 W			UENTW	UNDC2			8.75	8.75						20.35	10.54	13.32	13.32
		Network Interface Device Cross Connect - 4W			UENTW	UNDC4			8.75	8.75						20.35	10.54	13.32	13.32
UNE OTHER, PROVISIONING ONLY - NO RATE																			
		Unbundled Contact Name, Provisioning Only - no rate			UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW, NTCVG, NTCUD, NTCD1, USL, UNECN			0.00	0.00										
		Unbundled DS1 Loop - Superframe Format Option - no rate			USL, NTCD1	CCOSF			0.00										
		Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL, NTCD1	CCOEF			0.00										
		NID - Dispatch and Service Order for NID installation			UENTW	UNDBX			0.00	0.00									
		UNTW Circuit Establishment, Provisioning Only - No Rate			UENTW	UENCE			0.00	0.00									
LOOP MAKE-UP																			
		Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW			0.76	0.76						20.35	10.54	13.32	13.32
		Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP			0.76	0.76						20.35	10.54	13.32	13.32
		Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ			0.76	0.76						20.35	10.54	13.32	13.32
LINE SPLITTING																			
END USER ORDERING-CENTRAL OFFICE BASED																			
		Line Splitting - per line activation DLEC owned splitter			UEPSR UEPSB	UREOS		0.61											
		Line Splitting - per line activation AT&T owned - physical			UEPSR UEPSB	UREBP		0.61	48.96	21.39	35.06	10.79				20.35	10.54	13.32	13.32
		Line Splitting - per line activation AT&T owned - virtual			UEPSR UEPSB	UREBV		0.61	48.96	21.39	35.06	10.79				20.35	10.54	13.32	13.32
END USER ORDERING - REMOTE SITE LINE SPLITTING																			
		Remote Site Shared Loop Line Activation for End Users - CLEC Owned Splitter			UEPSR UEPSB	URERS		0.61	53.40	21.61	6.70	6.70				0.00	0.00	0.00	0.00
		Remote Site Shared Loop - Subsequent Activity - CLEC Owned Splitter			UEPSR UEPSB	URERA			50.57	20.06						0.00	0.00	0.00	0.00
UNBUNDLED EXCHANGE ACCESS LOOP																			
2-WIRE ANALOG VOICE GRADE LOOP																			
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS		11.74	31.99	20.02	10.65	1.41				20.35	10.54	13.32	13.32
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS		11.74	31.99	20.02	10.65	1.41				20.35	10.54	13.32	13.32
		2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS		17.59	31.99	20.02	10.65	1.41				20.35	10.54	13.32	13.32
		2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS		17.59	31.99	20.02	10.65	1.41				20.35	10.54	13.32	13.32
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS		29.37	31.99	20.02	10.65	1.41				20.35	10.54	13.32	13.32
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS		29.37	31.99	20.02	10.65	1.41				20.35	10.54	13.32	13.32
PHYSICAL COLLOCATION																			
		Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS		0.0475	11.62	9.90	10.38	8.66				0.00	0.00	0.00	0.00
VIRTUAL COLLOCATION																			
		Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS		0.57	11.62	9.90	10.38	8.66				2.07	2.81	0.67	1.41
UNBUNDLED DEDICATED TRANSPORT																			
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - Stand Alone																			
		Interoffice Channel - 2-Wire Voice Grade - per mile			U1TVX	1LSXX		0.0174											
		Interoffice Channel - 2-Wire Voice Grade - Facility Termination			U1TVX	U1TV2		18.58	55.39	17.37	27.96	3.51				20.35	21.09	9.80	10.54
		Interoffice Channel - 2-Wire Voice Grade Rev Bat. - per mile			U1TVX	1LSXX		0.0174											
		Interoffice Channel - 2-Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2		18.58	55.39	17.37	27.96	3.51				20.35	21.09	9.80	10.54

UNBUNDLED NETWORK ELEMENTS - Tennessee													Att: 2 Exh: A							
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
						Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN				
	Interoffice Channel - 4-Wire Voice Grade - per mile			UITVX	1L5XX	0.0174														
	Interoffice Channel - 4- Wire Voice Grade - Facility Termination			UITVX	UITV4	24.09	37.87	26.02	30.78	13.07			15.08	15.08	9.80	10.54				
	Interoffice Channel - 56 kbps - per mile			UITDX	1L5XX	0.0174														
	Interoffice Channel - 56 kbps - Facility Termination			UITDX	UITD5	17.98	55.39	17.37	27.96	3.51			20.35	21.09	9.80	10.54				
	Interoffice Channel - 64 kbps - per mile			UITDX	1L5XX	0.0174														
	Interoffice Channel - 64 kbps - Facility Termination			UITDX	UITD6	17.98	55.39	17.37	27.96	3.51			20.35	21.09	9.80	10.54				
	Interoffice Channel - DS1 - per mile			UITD1	1L5XX	0.3562														
	Interoffice Channel - DS1 - Facility Termination			UITD1	UITF1	77.86	112.40	76.27	19.55	14.99			20.35	21.09	9.80	10.54				
	Interoffice Channel - DS3 - per mile			UITD3	1L5XX	2.34														
	Interoffice Channel - DS3 - Facility Termination			UITD3	UITF3	848.99	395.29	176.56	109.04	105.91			36.84	36.84	19.01	19.01				
	Interoffice Channel - STS-1 - per mile			UITS1	1L5XX	2.34														
	Interoffice Channel - STS-1 - Facility Termination			UITS1	UITFS	849.30	395.29	176.56	109.04	105.91			36.84	36.84	19.01	19.01				
UNBUNDLED DARK FIBER - Stand Alone or in Combination																				
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	28.74														
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	UDF14		1,121.00	153.19	580.26	357.17										
HIGH CAPACITY UNBUNDLED LOCAL LOOP																				
DS-3/STS-1 UNBUNDLED LOCAL LOOP - Stand Alone																				
	DS3 Unbundled Local Loop - per mile			UE3	1L5ND	9.19														
	DS3 Unbundled Local Loop - Facility Termination			UE3	UE3PX	374.24	595.37	304.50	234.83	170.16			36.84	36.84	19.01	19.01				
	STS-1Unbundled Local Loop - per mile			UDLSX	1L5ND	9.19														
	STS-1 Unbundled Local Loop - Facility Termination			UDLSX	UDLS1	389.35	595.37	304.50	234.83	170.16			36.84	36.84	19.01	19.01				
ENHANCED EXTENDED LINK (EELS)																				
Network Elements Used in Combinations																				
	2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	14.74	108.76	35.47	72.94	10.86			31.26	10.42						
	2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	22.08	108.76	35.47	72.94	10.86			31.26	10.42						
	2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	36.87	108.76	35.47	72.94	10.86			31.26	10.42						
	4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	21.98	108.76	35.47	72.94	10.86			31.26	10.42						
	4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	32.93	108.76	35.47	72.94	10.86			31.26	10.42						
	4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	54.99	108.76	35.47	72.94	10.86			31.26	10.42						
	2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	19.77	108.76	35.47	72.94	10.86			31.26	10.42						
	2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	29.63	108.76	35.47	72.94	10.86			31.26	10.42						
	2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	49.47	108.76	35.47	72.94	10.86			31.26	10.42						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	27.68	108.76	35.47	72.94	10.86			20.35	10.54	13.32					
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	41.47	108.76	35.47	72.94	10.86			20.35	10.54	13.32					
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	69.24	108.76	35.47	72.94	10.86			20.35	10.54	13.32					
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	27.68	108.76	35.47	72.94	10.86			20.35	10.54	13.32					
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	41.47	108.76	35.47	72.94	10.86			20.35	10.54	13.32					
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	69.24	108.76	35.47	72.94	10.86			20.35	10.54	13.32					
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	51.38	228.40	161.74	79.87	24.88			18.98	8.43	11.95					
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	76.98	228.40	161.74	79.87	24.88			18.98	8.43	11.95					
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	128.54	228.40	161.74	79.87	24.88			18.98	8.43	11.95					
	DS3 Local Loop in combination - per mile			UNC3X	1L5ND	9.19														
	DS3 Local Loop in combination - Facility Termination			UNC3X	UE3PX	374.24	1,260.47	628.84	106.78	45.24			36.84	36.84	19.01	19.01				
	STS-1 Local Loop in combination - per mile			UNC5X	1L5ND	9.19														
	STS-1 Local Loop in combination - Facility Termination			UNC5X	UDLS1	389.35	1,260.47	628.84	79.87	24.88			36.84	36.84	19.01	19.01				
	Interoffice Channel in combination - 2-wire VG - per mile			UNCVX	1L5XX	0.0174														
	Interoffice Channel in combination - 2-wire VG - Facility Termination			UNCVX	UITV2	18.58	79.83	44.08	69.32	31.00			20.35	21.09	9.80	10.54				
	Interoffice Channel in combination - 4-wire VG - per mile			UNCVX	1L5XX	0.0174														
	Interoffice Channel in combination - 4-wire VG - Facility Termination			UNCVX	UITV4	24.09	79.83	44.08	69.32	31.00			15.08	15.08	8.66	8.66				
	Interoffice Channel in combination - 4-wire 56 kbps - per mile			UNCDX	1L5XX	0.0174														
	Interoffice Channel in combination - 4-wire 56 kbps - Facility Termination			UNCDX	UITD5	17.98	79.83	44.08	69.32	31.00			20.35	21.09	9.80	10.54				
	Interoffice Channel in combination - 4-wire 64 kbps - per mile			UNCDX	1L5XX	0.0174														
	Interoffice Channel in combination - 4-wire 64 kbps - Facility Termination			UNCDX	UITD6	17.98	79.83	44.08	69.32	31.00			20.35	21.09	9.80	10.54				
	Interoffice Channel in combination - DS1 - per mile			UNC1X	1L5XX	0.3562														
	Interoffice Channel in combination - DS1 Facility Termination			UNC1X	UITF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09	9.80	10.54				
	Interoffice Channel in combination - DS3 - per mile			UNC3X	1L5XX	2.34														
	Interoffice Channel in combination - DS3 - Facility Termination			UNC3X	UITF3	848.99	482.01	153.81	64.43	35.43			36.84	36.84	19.01	19.01				
	Interoffice Channel in combination - STS-1 - per mile			UNC5X	1L5XX	2.34														
	Interoffice Channel in combination - STS-1 Facility Termination			UNC5X	UITFS	849.30	482.01	153.81	64.43	35.43			36.84	36.84	19.01	19.01				
ADDITIONAL NETWORK ELEMENTS																				
Optional Features & Functions:																				
	Clear Channel Capability Extended Frame Option - per DS1	I		UITD1, ULDD1, UNC1X	CCOEF		0.00	0.00	0.00	0.00										

UNBUNDLED NETWORK ELEMENTS - Tennessee												Att: 2 Exh: A								
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
						Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN				
	Clear Channel Capability Super FrameOption - per DS1	i		U1TD1, ULDD1, UNC1X	CCOSF		0.00	0.00	0.00	0.00										
	Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	i		ULDD1, U1TD1, UNC1X, USL	NRCCC		185.16	23.86	2.03	0.79										
	C-bit Parity Option - Subsequent Activity - per DS3	i		U1TD3, ULDD3, UE3, UNC3X	NRCC3		219.46	7.68	0.7637											
	DS1/DS0 Channel System			UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74										
	DS3/DS1Channel System			UNC3X, UNC3X	MQ3	222.98	156.02	49.41	17.12	6.77			20.35	9.80	11.49	1.18				
	Voice Grade COCI in combination			UNCVX	1D1VG	1.82	5.70	4.42												
	Voice Grade COCI - for 2W-SL2 & 4W Voice Grade Local Loop			UEA	1D1VG	1.82	5.70	4.42												
	Voice Grade COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	1.82	5.70	4.42												
	OCU-DP COCI (2.4-64kbs) in combination			UNCDX	1D1DD	0.91	5.70	4.42					20.35	9.80	11.49	1.18				
	OCU-DP COCI (2.4-64kbs) - for Unbundled Digital Loop			UDL	1D1DD	0.91	5.70	4.42												
	OCU-DP COCI (2.4-64kbs) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	0.91	5.70	4.42												
	2-wire ISDN COCI (BRITE) in combination			UNCNX	UC1CA	17.58	5.70	4.42					20.35	9.80	11.49	1.18				
	2-wire ISDN COCI (BRITE) - for a Local Loop			UDN	UC1CA	17.58	5.70	4.42												
	2-wire ISDN COCI (BRITE) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	17.58	5.70	4.42												
	DS1 COCI in combination			UNC1X	UC1D1	17.58	5.70	4.42					20.35	9.80	11.49	1.18				
	DS1 COCI - for Stand Alone Local Channel			ULDD1	UC1D1	17.58	5.70	4.42												
	DS1 COCI - for Stand Alone Interoffice Channel			U1TD1	UC1D1	17.58	5.70	4.42												
	DS1 COCI - for DS1 Local Loop			USL, NTCDD1	UC1D1	17.58	5.70	4.42												
	DS1 COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUA	UC1D1	17.58	5.70	4.42												
	Wholesale - UNE, Switch-As-Is Conversion Charge			UNCVX, UNCDX, UNC1X, UNC3X, UNC3X, UDFCX, XDH1X, HFQC6, XDD2X, XDV6X, XDDFX, XDD4X, HFRST, UNC3X	UNCCC		52.73	24.62	9.12	9.12										
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, per circuit (LSR)	i		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URES		34.53	15.11												
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, incremental charge per circuit on a spreadsheet	i		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESP		1.40	1.40												
Access to DCS - Customer Reconfiguration (FlexServ)																				
	Customer Reconfiguration Establishment						2.78		3.32											
	DS1 DCS Termination with DS0 Switching					23.35	41.14	34.25	29.94	24.08										
	DS1 DCS Termination with DS1 Switching					13.45	27.79	20.90	21.99	16.12										
	DS3 DCS Termination with DS1 Switching					150.88	41.14	34.25	29.94	24.08										
Node (SynchroNet)																				
	Node per month			UNCDX	UNCNT	17.11														
Service Rearrangements																				
	NRC - Change in Facility Assignment per circuit Service Rearrangement	i		U1TVX, U1TDX, U1TUC, U1TUD, U1TUB, ULDDX, ULDDX, UNCVX, UNCDX, UNC1X	URETD		130.47	40.11												
	NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)	i		U1TVX, U1TDX, U1TUC, U1TUD, U1TUB, ULDDX, ULDDX, UNCVX, UNCDX, UNC1X	URETB		3.44	3.44												
	NRC - Order Coordination Specific Time - Dedicated Transport	i		UNC1X, UNC3X	OCOSR		18.93	18.93												
COMINGLING																				
	Comingling Authorization			UNCVX, UNCDX, UNC1X, UNC3X, UNC3X, U1TD1, U1TD3, U1TS1, UE3, UDLX, U1TVX, U1TDX, U1TUB, ULDDX, ULDD1, ULDD3, ULDS1	CMGAU	0.00	0.00	0.00	0.00	0.00										
Commingled (UNE part of single bandwidth circuit)																				

UNBUNDLED NETWORK ELEMENTS - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
						Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	OSS Rates(\$)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Commingle VG COCI			XDV2X	1D1VG	1.82	6.07	4.66								
	Commingle Digital COCI			XDV6X	1D1DD	0.91	6.07	4.66								
	Commingle ISDN COCI			XDD4X	UC1CA	17.58	6.07	4.66								
	Commingle 2-wire VG Interoffice Channel Facility Termination			XDV2X	U1TV2	18.58	55.39	17.37	69.32	31.00						
	Commingle 4-wire VG Interoffice Channel Facility Termination			XDV6X	U1TV4	24.09	37.87	26.02	69.32	31.00						
	Commingle 56kbps Interoffice Channel Facility Termination			XDD4X	U1TD5	17.98	55.39	17.37	69.32	31.00						
	Commingle 64kbps Interoffice Channel Facility Termination			XDD4X	U1TD6	17.98	55.39	17.37	69.32	31.00						
	Commingle VG/DS0 Interoffice Channel per mile			XDV2X, XDV6X, XDD4X	1L5XX	0.0174										
	Commingle 2-wire Local Loop Zone 1		1	XDV2X	UEAL2	14.74	75.06	48.20	28.70	17.64						
	Commingle 2-wire Local Loop Zone 2		2	XDV2X	UEAL2	22.08	75.06	48.20	28.70	17.64						
	Commingle 2-wire Local Loop Zone 3		3	XDV2X	UEAL2	36.87	75.06	48.20	28.70	17.64						
	Commingle 4-wire Local Loop Zone 1		1	XDV6X	UEAL4	21.98	122.76	85.57	76.35	39.16						
	Commingle 4-wire Local Loop Zone 2		2	XDV6X	UEAL4	32.93	122.76	85.57	76.35	39.16						
	Commingle 4-wire Local Loop Zone 3		3	XDV6X	UEAL4	54.99	122.76	85.57	76.35	39.16						
	Commingle 56kbps Local Loop Zone 1		1	XDD4X	UDL56	27.68	207.01	141.38	90.70	44.18						
	Commingle 56kbps Local Loop Zone 2		2	XDD4X	UDL56	41.47	207.01	141.38	90.70	44.18						
	Commingle 56kbps Local Loop Zone 3		3	XDD4X	UDL56	69.24	207.01	141.38	90.70	44.18						
	Commingle 64kbps Local Loop Zone 1		1	XDD4X	UDL64	27.68	207.01	141.38	90.70	44.18						
	Commingle 64kbps Local Loop Zone 2		2	XDD4X	UDL64	41.47	207.01	141.38	90.70	44.18						
	Commingle 64kbps Local Loop Zone 3		3	XDD4X	UDL64	69.24	207.01	141.38	90.70	44.18						
	Commingle ISDN Local Loop Zone 1		1	XDD4X	U1L2X	19.77	142.76	88.88	76.35	39.16						
	Commingle ISDN Local Loop Zone 2		2	XDD4X	U1L2X	29.63	142.76	88.88	76.35	39.16						
	Commingle ISDN Local Loop Zone 3		3	XDD4X	U1L2X	49.47	142.76	88.88	76.35	39.16						
	Commingle DS1 COCI			XDH1X	UC1D1	17.58	6.07	4.66								
	Commingle DS1 Interoffice Channel Facility Termination			XDH1X	U1TF1	77.86	112.40	76.27	19.55	14.99						
	Commingle DS1 Interoffice Channel per mile			XDH1X	1L5XX	0.3562										
	Commingle DS1/DS0 channelSystem			XDH1X	MQ1	80.77	141.87	77.11	14.51	13.46						
	Commingle DS1 Local Loop Zone 1		1	XDH1X	USLXX	51.38	313.08	219.72	96.86	40.45						
	Commingle DS1 Local Loop Zone 2		2	XDH1X	USLXX	76.98	313.08	219.72	96.86	40.45						
	Commingle DS1 Local Loop Zone 3		3	XDH1X	USLXX	128.54	313.08	219.72	96.86	40.45						
	Commingle DS3 Local Loop Facility Termination			HFQC6	UE3PX	374.24	595.37	304.50	234.83	170.16						
	Commingle DS3/STS-1 Local Loop per mile			HFQC6, HFRST	1L5ND	9.19										
	Commingle STS-1 Local Loop Facility Termination			HFRST	UDLS1	389.35	595.37	304.50	215.82	151.15						
	Commingle DS3/DS1 channelSystem			HFQC6	MQ3	222.98	308.03	108.47	44.47	42.62						
	Commingle DS3 Interoffice Channel Facility Termination			HFQC6	U1TF3	848.99	395.27	176.56	109.04	105.91						
	Commingle DS3 Interoffice Channel per mile			HFQC6	1L5XX	2.34										
	Commingle STS-1Interoffice Channel Facility Termination			HFRST	U1TFS	849.30	395.29	176.56	109.04	105.91						
	Commingle STS-1Interoffice Channel per mile			HFRST	1L5XX	2.34										
	Commingle Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	1L5DF	28.74										
	Commingle Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	UDF14		1,121.00	153.19	580.26	357.17						
	UNE to Commingle Conversion Tracking			XDH1X, HFQC6	CMGUN	0.00	0.00	0.00	0.00	0.00						
	SPA to Commingle Conversion Tracking			XDH1X, HFQC6	CMGSP	0.00	0.00	0.00	0.00	0.00						
LNP Query Service																
	LNP Charge Per query					0.0009277										
	LNP Service Establishment Manual						23.60	13.83	23.60	12.71						
	LNP Service Provisioning with Point Code Establishment						1,119.00	571.71	1,119.00	571.71						
911 PBX LOCATE																
911 PBX LOCATE DATABASE CAPABILITY																
	Service Establishment per CLEC per End User Account			9PBDC	9PBEU		1,706.00									
	Changes to TN Range or Customer Profile			9PBDC	9PBTN		170.69									
	Per Telephone Number (Monthly)			9PBDC	9PBMM	0.07										
	Change Company (Service Provider) ID			9PBDC	9PBPC		501.06									
	PBX Locate Service Support per CLEC (Monthlt)			9PBDC	9PBMR	191.92										
	Service Order Charge			9PBDC	9PBSC		23.20									
911 PBX LOCATE TRANSPORT COMPONENT																
See Att 3																
Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.																

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

UNBUNDLED NETWORK ELEMENTS - Alabama												Attachment: 2 Exh. B					
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect							
							First	Add'l	First	Add'l	SOMECH	SOMAN	OSS Rates (\$)				
													SOMAN	SOMAN	SOMAN	SOMAN	
		NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.															
		NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.															
		EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT															
		4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	94.93										
		4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	177.31										
		4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	361.70										
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.21										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	69.18										
		EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT															
		DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	9.54										
		DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	355.33										
		Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	4.70										
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	809.05										
		EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT															
		STS-1 Local Loop in combination - per mile per month			UNCSX	1L5ND	9.54										
		STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS1	367.80										
		Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	4.70										
		Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	806.58										

UNBUNDLED NETWORK ELEMENTS - Florida											Attachment: 2 Exh. B					
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
								First	Add'l	First	Add'l	SOMECS	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	8.30									
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	11.80									
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	20.94									
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	8.30									
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	11.80									
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	20.94									
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
		4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	12.49									
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	17.76									
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	31.50									
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	12.49									
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	17.76									
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	31.50									
4-WIRE DS1 DIGITAL LOOP																
		4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	81.35									
		4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	115.62									
		4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	205.15									
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
		High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	12.56									
		High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	444.91									
		High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	12.56									
		High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	490.59									
UNBUNDLED DEDICATED TRANSPORT																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.21									
		Interoffice Channel - Dedicated Transport - DS1 - Facility Termination			U1TD1	U1TF1	101.71									
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	4.45									
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	1231.65									
		Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	4.45									
		Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	1214.40									
UNBUNDLED DARK FIBER - Stand Alone or in Combination																
		Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	30.88									
ENHANCED EXTENDED LINK (EELs)																

UNBUNDLED NETWORK ELEMENTS - Florida												Attachment: 2 Exh. B					
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect							
							First	Add'l	First	Add'l	SOME C	SOMAN	OSS Rates (\$)				
													SOMAN	SOMAN	SOMAN	SOMAN	
		NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.															
		NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.															
		EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT															
		4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	81.35										
		4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	115.62										
		4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	205.15										
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.21										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	101.71										
		EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT															
		DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	12.56										
		DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	444.91										
		Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	4.45										
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	1231.65										
		EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT															
		STS-1 Local Loop in combination - per mile per month			UNCSX	1L5ND	12.56										
		STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS1	490.59										
		Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	4.45										
		Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	1214.40										

UNBUNDLED NETWORK ELEMENTS - Georgia											Attachment: 2 Exh. B						
CATEGORY	RATE ELEMENTS			Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect						
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																	
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																	
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1	I	1	UHL	UHL2X	9.06										
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2	I	2	UHL	UHL2X	10.45										
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3	I	3	UHL	UHL2X	16.65										
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1	I	1	UHL	UHL2W	9.06										
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2	I	2	UHL	UHL2W	10.45										
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3	I	3	UHL	UHL2W	16.65										
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																	
		4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1	I	1	UHL	UHL4X	11.95										
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2	I	2	UHL	UHL4X	13.80										
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3	I	3	UHL	UHL4X	21.93										
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1	I	1	UHL	UHL4W	11.95										
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2	I	2	UHL	UHL4W	13.80										
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3	I	3	UHL	UHL4W	21.93										
4-WIRE DS1 DIGITAL LOOP																	
		4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	56.82										
		4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	60.43										
		4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	78.66										
HIGH CAPACITY UNBUNDLED LOCAL LOOP																	
		High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	13.11										
		High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	297.21										
		High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	13.11										
		High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	401.83										
UNBUNDLED DEDICATED TRANSPORT																	
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																	
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.1379										
		Interoffice Channel - Dedicated Transport - DS1 - Facility Termination			U1TD1	U1TF1	40.17										
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	3.02										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	401.83										
		Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	3.02										
		Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	421.39										
ENHANCED EXTENDED LINK (EELs)																	
NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.																	
NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.																	
EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																	

UNBUNDLED NETWORK ELEMENTS - Georgia												Attachment: 2 Exh. B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	56.82									
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	60.43									
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	78.66									
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.1379									
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	40.17									
	EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT														
	DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	13.11									
	DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	297.21									
	Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	3.02									
	Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	401.83									
	EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT														
	STS-1 Local Loop in combination - per mile per month			UNCSX	1L5ND	13.11									
	STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS1	401.83									
	Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	3.02									
	Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	421.39									

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

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

UNBUNDLED NETWORK ELEMENTS - Louisiana											Attachment: 2 Exh. B					
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	11.26									
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	13.25									
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	14.65									
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	11.26									
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	13.25									
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	14.65									
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
		4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	18.68									
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	19.15									
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	19.94									
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	18.68									
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	19.15									
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	19.94									
4-WIRE DS1 DIGITAL LOOP																
		4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	98.56									
		4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	224.20									
		4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	565.73									
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
		High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	11.55									
		High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	416.69									
		High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	11.55									
		High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	430.74									
UNBUNDLED DEDICATED TRANSPORT																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.30									
		Interoffice Channel - Dedicated Transport - DS1 - Facility Termination			U1TD1	U1TF1	81.04									
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	6.95									
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	978.02									
		Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	6.95									
		Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	954.72									
UNBUNDLED DARK FIBER																
		Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	29.07									
ENHANCED EXTENDED LINK (EELs)																

UNBUNDLED NETWORK ELEMENTS - Louisiana													Attachment: 2 Exh. B						
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
										Rec	Nonrecurring		Nonrecurring Disconnect						
										First	Add'l	First	Add'l	SOMECE	SOMAN	OSS Rates (\$)			
																SOMAN	SOMAN	SOMAN	
	NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.																		
	NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.																		
	EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																		
		4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	98.56												
		4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	224.20												
		4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	565.73												
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.30												
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	81.04												
	EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT																		
		DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	11.55												
		DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	416.69												
		Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	6.95												
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	978.02												
	EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT																		
		STS-1 Local Loop in combination - per mile per month			UNCSX	1L5ND	11.55												
		STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS1	430.74												
		Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	6.95												
		Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	954.72												

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

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

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

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2 Exh. B				
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	11.02									
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	12.56									
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	13.11									
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	11.02									
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	12.56									
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	13.11									
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
		4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	18.42									
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	16.48									
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	19.37									
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	18.42									
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	16.48									
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	19.37									
4-WIRE DS1 DIGITAL LOOP																
		4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	91.44									
		4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	156.40									
		4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	263.52									
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
		High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	14.10									
		High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	352.31									
		High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	14.10									
		High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	360.51									
UNBUNDLED DEDICATED TRANSPORT																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.39									
		Interoffice Channel - Dedicated Transport - DS1 - Facility Termination			U1TD1	U1TF1	88.71									
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	9.22									
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	1012.75									
		Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	9.22									
		Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	1012.63									
UNBUNDLED DARK FIBER																
		Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	41.87									
ENHANCED EXTENDED LINK (EELs)																

UNBUNDLED NETWORK ELEMENTS - South Carolina											Attachment: 2 Exh. B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)			
							First	Add'l	First	Add'l	SOME C	SOMAN		
NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.												SOMAN		
NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.														
EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT														
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	104.50								
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	178.74								
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	301.17								
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.31								
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	88.71								
EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT														
	DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	14.10								
	DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	352.31								
	Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	9.22								
	Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	1012.75								
EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT														
	STS-1 Local Loop in combination - per mile per month			UNCSX	1L5ND	14.10								
	STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS1	360.51								
	Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	9.22								
	Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	1012.63								

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2 Exh. B				
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	OSS Rates (\$)				
												SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	11.09									
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	16.61									
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	27.74									
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	11.09									
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	16.61									
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	27.74									
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
		4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	14.26									
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	21.37									
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	35.68									
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	14.26									
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	21.37									
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	35.68									
4-WIRE DS1 DIGITAL LOOP																
		4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	59.09									
		4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	88.53									
		4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	147.82									
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
		High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	10.57									
		High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	430.38									
		High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	10.57									
		High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	447.75									
UNBUNDLED DEDICATED TRANSPORT																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.40963									
		Interoffice Channel - Dedicated Transport - DS1 - Facility Termination			U1TD1	U1TF1	89.54									
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	2.69									
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	976.34									
		Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	2.69									
		Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	976.70									
UNBUNDLED DARK FIBER - Stand Alone or in Combination																
		Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	33.05									
ENHANCED EXTENDED LINK (EELs) AND THEIR COMPONETS																

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2 Exh. B									
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
										Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First							Add'l			
														SOME C	SOMAN	OSS Rates (\$)			SOMAN	SOMAN	SOMAN	SOMAN	
NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.																							
NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.																							
EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																							
		4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	59.09																
		4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	88.53																
		4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	147.82																
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.40963																
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	89.54																
EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT																							
		DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	10.57																
		DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	430.38																
		Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	2.69																
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	976.34																
EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT																							
		STS-1 Local Loop in combination - per mile per month			UNCSX	1L5ND	10.57																
		STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS1	447.75																
		Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	2.69																
		Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	976.70																

Attachment 3

Network Interconnection

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NETWORK INTERCONNECTION

1 General

- 1.1 The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (Local Traffic), ISP-Bound Traffic, and exchange access (Switched Access Traffic) on the following terms:

2 Definitions: (For the purpose of this Attachment)

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

- 2.1 **Automatic Location Identification (ALI)** is a feature by which the address associated with the calling party's telephone number (ANI) is forwarded to the PSAP for display. Access to the ALI database is described in Attachment 2 to this Agreement.
- 2.2 **Automatic Number Identification (ANI)** corresponds to the seven-digit telephone number assigned by the serving local exchange carrier.
- 2.3 **AT&T Trunk Group** is defined as a one-way trunk group carrying AT&T originated traffic to be terminated by SkyBest.
- 2.4 **911 Service** is as described in this Attachment.
- 2.5 **Call Termination** has the meaning set forth for "termination" in 47 C.F.R. § 51.701(d).
- 2.6 **Call Transport** has the meaning set forth for "transport" in 47 C.F.R. § 51.701(c).
- 2.7 **Call Transport and Termination** is used collectively to mean the switching and transport functions from the Interconnection Point to the last point of switching.
- 2.8 **Common (Shared) Transport** is defined as the transport of the originating Party's traffic by the terminating Party over the terminating Party's common (shared) facilities between (1) the terminating Party's tandem switch and end office switch, (2) between the terminating Party's tandem switches, and/or (3) between the terminating Party's host and remote end office switches. All switches referred herein must be entered into The Telcordia® LERG™ Routing Guide (LERG).
- 2.9 **Dedicated Interoffice Facility** is defined as a switch transport facility between a Party's Serving Wire Center and the first point of switching within the LATA on the other Party's network.
- 2.10 **End Office Switching** is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.
- 2.11 **Fiber Meet** is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends.
- 2.12 **Final Trunk Group** is defined as the last choice trunk group between two (2) switches for which there is no alternate route.

- 2.13 **Integrated Services Digital Network User Part (ISUP)** is a message protocol to support call set-up and release for interoffice voice connections over SS7 signaling.
- 2.14 **Interconnection Point (IP)** is the physical telecommunications equipment interface that interconnects the networks of AT&T and SkyBest for the exchange of telecommunications traffic between the Parties.
- 2.15 **IntraLATA Toll Traffic** is as defined in this Attachment.
- 2.16 **ISP-Bound Traffic** is as defined in this Attachment.
- 2.17 **Local Channel** is defined as a switched transport facility between a Party's Interconnection Point and the IP's Serving Wire Center.
- 2.18 **Local Traffic** is as defined in this Attachment.
- 2.19 **Public Safety Answering Point (PSAP)** is the answering location for 911 calls.
- 2.20 **Selective Routing (SR)** is a standard feature that routes an E911 call from the tandem to the designated PSAP based upon the address of the ANI of the calling party.
- 2.21 **Serving Wire Center (SWC)** is defined as the wire center owned by one Party from which the other Party would normally obtain dial tone for its IP.
- 2.22 **Signaling System 7 (SS7)/Common Channel Signaling 7 (CCS7)** is an out-of-band signaling system used to provide basic routing information, call set-up and other call termination functions. Signaling is removed from the voice channel and put on a separate data network.
- 2.23 **Tandem Switching** is defined as the function that establishes a communications path between two switching offices through a third switching office through the provision of trunk side to trunk side switching.
- 2.24 **Transit Traffic** is traffic originating on SkyBest's network that is switched and/or transported by AT&T and delivered to a third party's network, or traffic originating on a third party's network that is switched and/or transported by AT&T and delivered to SkyBest's network.
- 3 Network Interconnection**
- 3.1 This Attachment pertains only to the provision of network interconnection where SkyBest owns, leases from a third party or otherwise provides its own switch(es).
- 3.2 Network interconnection may be provided by the Parties at any technically feasible point within AT&T's network. Requests to AT&T for interconnection at points other than as set forth in this Attachment may be made through the Bona Fide Request/New Business Request (BFR/NBR) Process set forth in Attachment 11.
- 3.2.1 Each Party is responsible for providing, engineering and maintaining the network on its side of the IP. The IP must be located within AT&T's serving territory in the LATA in which traffic is originating. The IP determines the point at which the originating Party shall pay the terminating Party for the

Call Transport and Termination of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. In selecting the IP, both Parties will act in good faith and select the point that is most efficient for both Parties.

3.2.2 Pursuant to the provisions of this Attachment, the location of the initial IP in a given LATA shall be established by mutual agreement of the Parties. Subject to the requirements for installing additional IPs, as set forth below, any IPs existing prior to the Effective Date of the Agreement will be accepted as initial IPs and will not require re-grooming. When the Parties mutually agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic between each other, the Parties shall mutually agree to the location of IP(s). If the Parties are unable to agree to a mutual initial IP, each Party, as originating Party, shall establish a single IP in the LATA for the delivery of its originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic to the other Party for Call Transport and Termination by the terminating Party.

3.2.3 Additional IP(s) in a LATA may be established by mutual agreement of the Parties. Notwithstanding the foregoing, additional IP(s) in a particular LATA shall be established, at the request of either Party, when the Local Traffic and ISP-Bound Traffic exceeds eight point nine (8.9) million minutes per month for three (3) consecutive months at the proposed location of the additional IP. AT&T will not request the establishment of an IP in an AT&T Central Office where physical or virtual collocation space is not available or where AT&T fiber connectivity is not available. When the Parties agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic the Parties must agree to the location of the IP(s).

3.3 Interconnection via Dedicated Facilities

3.3.1 Local Channel Facilities. As part of Call Transport and Termination, the originating Party may obtain Local Channel facilities from the terminating Party. The percentage of Local Channel facilities utilized for Local Traffic and ISP-Bound Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor as set forth in this Attachment. The charges applied to the percentage of Local Channel facilities used for Local Traffic and ISP-Bound Traffic as determined by the PLF factor are as set forth in Exhibit A. The remaining percentage of Local Channel facilities shall be billed at AT&T's intrastate Access Services Tariff or BellSouth's FCC No. 1 Tariff rates.

3.3.2 Dedicated Interoffice Facilities. As a part of Call Transport and Termination, the originating Party may obtain Dedicated Interoffice Facilities from the terminating Party. The percentage of Dedicated Interoffice Facilities utilized for Local Traffic and ISP-Bound Traffic shall be determined based upon the application of the PLF factor as set forth in this Attachment. The charges applied to the percentage of the Dedicated Interoffice Facilities used for Local Traffic and ISP-Bound Traffic as determined by the PLF factor are as set forth in Exhibit A. The remaining percentage of the Dedicated Interoffice Facilities shall be billed at AT&T's intrastate Access Services Tariff or BellSouth's FCC No. 1 Tariff rates.

3.4 Fiber Meet. Notwithstanding Sections 3.2.1, 3.2.2, and 3.2.3 above, if SkyBest elects to establish interconnection with AT&T pursuant to a Fiber Meet Local Channel, SkyBest and AT&T shall jointly engineer, operate and maintain a Synchronous Optical Network (SONET) transmission system by which they shall interconnect their transmission and routing of Local Traffic and ISP-Bound Traffic via a Local Channel at either the DS1 or DS3 level. The Parties shall work jointly to determine the

specific transmission system. However, SkyBest's SONET transmission system must be compatible with AT&T's equipment, and the Data Communications Channel (DCC) must be turned off.

- 3.4.1 Each Party, at its own expense, shall procure, install and maintain the agreed upon SONET transmission system in its network.
- 3.4.2 The Parties shall agree to a Fiber Meet point between the AT&T Serving Wire Center and the SkyBest Serving Wire Center. The Parties shall deliver their fiber optic facilities to the Fiber Meet point with sufficient spare length to reach the fusion splice point for the Fiber Meet point. AT&T shall, at its own expense, provide and maintain the fusion splice point for the Fiber Meet. A building type CLLI code will be established for each Fiber Meet point. All orders for interconnection facilities from the Fiber Meet point shall indicate the Fiber Meet point as the originating point for the facility.
- 3.4.3 Upon verbal request by SkyBest, AT&T shall allow SkyBest access to the fusion splice point for the Fiber Meet point for maintenance purposes on SkyBest's side of the Fiber Meet point.
- 3.4.4 Neither Party shall charge the other for its Local Channel portion of the Fiber Meet facility used exclusively for Local Traffic and ISP-Bound Traffic. The percentage of Local Channel facilities utilized for Local Traffic and ISP-Bound Traffic shall be determined based upon the application of the PLF factor as set forth in this Attachment. The charges applied to the percentage of Local Channel facilities used for Local Traffic and ISP-Bound Traffic as determined by the PLF factor are as set forth in Exhibit A. The remaining percentage of Local Channel facilities shall be billed at AT&T's applicable access tariff rates. Charges for switched and special access services shall be billed in accordance with the applicable AT&T intrastate Access Services Tariff and or BellSouth's FCC No. 1 Tariff.

4 Interconnection Trunk Group Architectures

- 4.1 AT&T and SkyBest shall establish interconnecting trunk groups and trunk group configurations between networks, including the use of one-way or two-way trunks in accordance with the following provisions set forth in this Attachment. For trunking purposes, traffic will be routed based on the digits dialed by the originating end user and in accordance with the LERG.
- 4.2 SkyBest shall establish an interconnection trunk group(s) to at least one (1) AT&T access tandem within the LATA for the delivery of SkyBest's originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic and for the receipt and delivery of Transit Traffic. To the extent SkyBest desires to deliver Local Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic and/or Transit Traffic to AT&T access tandems within the LATA, other than the tandems(s) to which SkyBest has established interconnection trunk groups, SkyBest shall pay the appropriate rates for Multiple Tandem Access, as described in this Attachment.
- 4.2.1 Notwithstanding the forgoing, SkyBest shall establish an interconnection trunk group(s) to all AT&T access and local tandems in the LATA where SkyBest has homed (i.e., assigned) its NPA/NXXs. SkyBest shall home its NPA/NXXs on the AT&T tandems that serve the exchange rate center areas to which the NPA/NXXs are assigned. The specified exchange rate center assigned to each AT&T tandem is defined in the LERG. SkyBest shall enter its NPA/NXX access and/or local tandem homing arrangements into the LERG.

- 4.3 Switched access traffic will be delivered to and from IXCs based on SkyBest's NXX access tandem homing arrangement as specified by SkyBest in the LERG.
- 4.4 Any SkyBest interconnection request that (1) deviates from the interconnection trunk group architectures as described in this Agreement, (2) affects traffic delivered to SkyBest from an AT&T switch, and (3) requires special AT&T switch translations and other network modifications will require SkyBest to submit a BFR/NBR via the BFR/NBR Process as set forth in Attachment 11.
- 4.5 Recurring and nonrecurring rates associated with interconnecting trunk groups between AT&T and SkyBest are set forth in Exhibit A. To the extent a rate associated with the interconnecting trunk group is not set forth in Exhibit A, the rate shall be as set forth in the appropriate AT&T intrastate Access Services Tariff or BellSouth's FCC No. 1 Tariff.
- 4.6 For two-way trunk groups that carry only both Parties' Local Traffic, the Parties shall be compensated at fifty percent (50%) of the nonrecurring and recurring rates for dedicated trunks and DS1 facilities. SkyBest shall be responsible for ordering and paying for any two-way trunks carrying Transit Traffic.
- 4.7 All trunk groups will be provisioned as SS7 capable where technically feasible. If SS7 is not technically feasible, multi-frequency (MF) protocol signaling shall be used.
- 4.8 In cases where SkyBest is also an IXC, the IXC's Feature Group D (FG D) trunk group(s) must remain separate from the local interconnection trunk group(s).
- 4.9 Each Party shall order interconnection trunks and trunk group including trunk and trunk group augmentations via the Access Service Request (ASR) process. A Firm Order Confirmation (FOC) shall be returned to the ordering Party, after receipt of a valid, error free ASR, within the timeframes set forth in each state's applicable Performance Measures. Notwithstanding the foregoing, blocking situations and projects shall be managed through AT&T's Carrier Interconnection Switching Center (CISC) Project Management Group and SkyBest's equivalent trunking group, and FOCs for such orders shall be returned in the timeframes applicable to the project. A project is defined as (1) a new trunk group or (2) a request for more than one hundred ninety-two (192) trunks on a single or multiple group(s) in a given AT&T local calling area.
- 4.10 Interconnection Trunk Groups for Exchange of Local Traffic and Transit Traffic
- 4.10.1 Upon mutual agreement of the Parties in a joint planning meeting, the Parties shall exchange Local Traffic on two-way interconnection trunk group(s) with the quantity of trunks being mutually determined and the provisioning being jointly coordinated. Furthermore, the Parties shall agree upon the IP(s) for two-way interconnection trunk groups transporting both Parties' Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. SkyBest shall order such two-way trunks via the ASR process. AT&T will use the Trunk Group Service Request (TGSR) to request changes in trunking. Furthermore, the Parties shall jointly review trunk performance and forecasts in accordance with Section 6 below. The Parties' use of two-way interconnection trunk groups for the transport of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic between the Parties does not preclude either Party from establishing additional one-way interconnection trunks for the delivery of its originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic to the other Party. Other trunk

groups for operator services, directory assistance and intercept must be established pursuant to AT&T's intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff.

4.10.2 AT&T Access Tandem Interconnection. AT&T Access Tandem interconnection at a single Access Tandem provides access to those End Offices subtending that access tandem (Intratandem Access). Access Tandem interconnection is available for any of the following access tandem architectures:

4.10.2.1 Basic Architecture. In the basic architecture, SkyBest's originating Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic and originating and terminating Transit Traffic is transported on a single two-way trunk group between SkyBest and AT&T Access Tandem(s) within a LATA to provide Intratandem Access. This trunk group carries Transit Traffic between SkyBest and ICOs, IXC's, other CLECs, CMRS providers that have a Meet Point Billing arrangement with AT&T, and other network providers with which SkyBest desires to exchange traffic. This trunk group also carries SkyBest originated Transit Traffic transiting a single AT&T Access Tandem destined to third party tandems such as an ICO tandem or other CLEC tandem. AT&T originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic is transported on a separate single one-way trunk group terminating to SkyBest. The LERG contains current routing and tandem serving arrangements. The basic Architecture is illustrated in Exhibit B.

4.10.2.2 One-Way Trunk Group Architecture. In one-way trunk group architecture, the Parties interconnect using three (3) separate trunk groups. A one-way trunk group provides Intratandem Access for SkyBest-originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic destined for AT&T end users. A second one-way trunk group carries AT&T-originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic destined for SkyBest end users. A two-way trunk group provides Intratandem Access for SkyBest's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between SkyBest and ICOs, IXC's, other CLECs, CMRS providers that have a Meet Point Billing arrangement with AT&T, and other network providers with which SkyBest exchanges traffic. This trunk group also carries SkyBest originated Transit Traffic transiting a single AT&T Access Tandem destined to third party tandems such as an ICO tandem or other CLEC tandem. AT&T originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic is transported on a separate single one-way trunk group terminating to SkyBest. The LERG contains current routing and tandem serving arrangements. The one-way trunk group architecture is illustrated in Exhibit C.

4.10.2.3 Two-Way Trunk Group Architecture. The two-way trunk group Architecture establishes one (1) two-way trunk group to provide Intratandem Access for the exchange of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic between SkyBest and AT&T. In addition, a separate two-way transit trunk group must be established for SkyBest's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between SkyBest and ICOs, IXC's, other CLECs, CMRS providers that have a Meet Point Billing arrangement with AT&T, and other network providers with which SkyBest exchanges traffic. This trunk group also carries SkyBest originated Transit Traffic transiting a single AT&T Access Tandem destined to third party tandems such as an ICO tandem or other CLEC tandem. AT&T originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to SkyBest. However, where SkyBest is responsive in a timely manner to AT&T's transport needs for its originated traffic, AT&T originating traffic will be placed on the two-way Local Traffic trunk group

carrying ISP-Bound Traffic and IntraLATA Toll Traffic. The LERG contains current routing and tandem serving arrangements. The two-way trunk group architecture is illustrated in Exhibit D.

- 4.10.2.4 Supergroup Architecture. In the supergroup architecture, the Parties' Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic and SkyBest's Transit Traffic are exchanged on a single two-way trunk group between SkyBest and AT&T to provide Intratandem Access to SkyBest. This trunk group carries Transit Traffic between SkyBest and ICOs, IXC's, other CLECs, CMRS providers that have a Meet Point Billing arrangement with AT&T, and other network providers with which SkyBest desires to exchange traffic. This trunk group also carries SkyBest originated Transit Traffic transiting a single AT&T Access Tandem destined to third party tandems such as an ICO tandem or other CLEC tandem. AT&T originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to SkyBest. However, where SkyBest is responsive in a timely manner to AT&T's transport needs for its originated traffic, AT&T originating traffic will be placed on the Supergroup. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable AT&T tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The supergroup architecture is illustrated in Exhibit E.
- 4.10.2.5 Multiple Tandem Access (MTA) Interconnection
- 4.10.2.5.1 Where SkyBest does not choose access tandem interconnection at every AT&T Access Tandem within a LATA, SkyBest must utilize AT&T's MTA interconnection. To utilize MTA SkyBest must establish an interconnection trunk group(s) at a minimum of one (1) AT&T Access Tandem within each LATA as required. AT&T will route SkyBest's originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic for LATA wide transport and termination. SkyBest must also establish an interconnection trunk group(s) at all AT&T Access Tandems where SkyBest NXXs are homed as described in Section 4.2.1 above. If SkyBest does not have NXXs homed at any particular AT&T Access Tandem within a LATA and elects not to establish an interconnection trunk group(s) at such AT&T Access Tandem, SkyBest can order MTA in each AT&T Access Tandem within the LATA where it does have an interconnection trunk group(s) and AT&T will terminate SkyBest's Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic to end users served through those AT&T Access Tandems where SkyBest does not have an interconnection trunk group(s). MTA shall be provisioned in accordance with AT&T's Ordering Guidelines.
- 4.10.2.5.2 SkyBest may also utilize MTA to route its originated Transit Traffic; provided, however, that MTA may not be utilized to route switched access traffic that transits the AT&T network to an IXC. Switched access traffic originated by or terminated to SkyBest will be delivered to and from IXCs based on SkyBest's NXX access tandem homing arrangement as specified by SkyBest in the LERG.
- 4.10.2.5.3 Compensation for MTA shall be at the applicable tandem switching and transport charges specified in Exhibit A and shall be billed in addition to any Call Transport and Termination charges.
- 4.10.2.5.4 To the extent SkyBest does not purchase MTA in a LATA served by multiple Access Tandems, SkyBest must establish an interconnection trunk group(s) to every Access Tandem in the LATA to serve the entire LATA. To the extent SkyBest routes its traffic in such a way that utilizes AT&T's MTA service without properly ordering MTA, SkyBest shall pay AT&T the associated MTA charges.

4.10.3 Local Tandem Interconnection

4.10.3.1 Local Tandem Interconnection arrangement allows SkyBest to establish an interconnection trunk group(s) at AT&T local tandems for: (1) the delivery of SkyBest-originated Local Traffic and ISP-Bound Traffic transported and terminated by AT&T to AT&T End Offices served by those AT&T local tandems, and (2) for local Transit Traffic transported by AT&T for third party network providers who have also established an interconnection trunk group(s) at those AT&T local tandems.

4.10.3.2 When a specified local calling area is served by more than one (1) AT&T local tandem, SkyBest must designate a “home” local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, SkyBest may choose to establish an interconnection trunk group(s) at the AT&T local tandems where it has no codes homing but is not required to do so. SkyBest may deliver Local Traffic and ISP-Bound Traffic to a “home” AT&T local tandem that is destined for other AT&T or third party network provider end offices subtending other AT&T local tandems in the same local calling area where SkyBest does not choose to establish an interconnection trunk group(s). It is SkyBest's responsibility to enter its own NPA/NXX local tandem homing arrangements into the LERG either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to SkyBest's codes. Likewise, SkyBest shall obtain its routing information from the LERG.

4.10.3.3 Notwithstanding establishing an interconnection trunk group(s) to AT&T's local tandems, SkyBest must also establish an interconnection trunk group(s) to AT&T Access Tandems within the LATA on which SkyBest has NPA/NXXs homed for the delivery of Interexchange Carrier Switched Access and toll traffic, and traffic to Type 2A CMRS connections located at the Access Tandems. AT&T shall not switch SWA traffic through more than one AT&T access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the AT&T Access Tandem for completion. (Type 2A CMRS interconnection is defined in Section A35 of AT&T's GSST).

4.10.3.4 AT&T's provisioning of Local Tandem Interconnection assumes that SkyBest has executed the necessary local interconnection agreements with the other third party network providers subtending those local tandems as required by the Act.

4.10.4 Direct End Office-to-End Office Interconnection

4.10.4.1 Direct End Office-to-End Office one-way or two-way interconnection trunk groups allow for the delivery of a Party's originating Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic to the terminating Party on a direct end office-to-end office basis.

4.10.4.2 The Parties shall utilize direct end office-to-end office trunk groups under any one (1) of the following conditions:

4.10.4.2.1 Tandem Exhaust. If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between SkyBest and AT&T.

4.10.4.2.2 Traffic Volume. To the extent either Party has the capability to measure the amount of traffic between SkyBest's switch and an AT&T End Office and where such traffic exceeds or is forecasted

to exceed a single DS1 of traffic per month, then the Parties shall install and retain direct end office trunking sufficient to handle such traffic volumes. Either Party will install additional capacity between such points when overflow traffic exceeds or is forecasted to exceed a single DS1 of traffic per month. In the case of one-way trunking, additional trunking shall only be required by the Party whose trunking has achieved the preceding usage threshold.

4.10.4.2.3 Mutual Agreement. The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (1) or (2) above.

4.10.5 Transit Traffic Trunk Group

4.10.5.1 Transit Traffic trunks can either be two-way trunks or two (2) one-way trunks ordered by SkyBest to deliver and receive Transit Traffic. Establishing Transit Traffic trunks at AT&T Access and Local Tandems provides Intratandem Access to the third parties also interconnected at those tandems. SkyBest shall be responsible for all recurring and nonrecurring charges associated with Transit Traffic trunks and facilities.

4.10.5.2 Toll Free Traffic

4.10.5.2.1 If SkyBest chooses AT&T to perform the Service Switching Point (SSP) Function (i.e., handle Toll Free database queries) from AT&T's switches, all SkyBest originating Toll Free traffic will be routed over the Transit Traffic Trunk Group and shall be delivered using GR-394 format. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.

4.10.5.2.2 SkyBest may choose to perform its own Toll Free database queries from its switch. In such cases, SkyBest will determine the nature (local/intraLATA/interLATA) of the Toll Free call (local/IntraLATA/InterLATA) based on the response from the database. If the call is an AT&T local or intraLATA Toll Free call, SkyBest will route the post-query local or IntraLATA converted ten (10)-digit local number to AT&T over the local or intraLATA trunk group. If the call is a third party (ICO, IXC, CMRS or other CLEC) local or intraLATA Toll Free call, SkyBest will route the post-query local or intraLATA converted ten (10)-digit local number to AT&T over the Transit Traffic Trunk Group and SkyBest shall provide to AT&T a Toll Free billing record when appropriate. If the query reveals the call is an interLATA Toll Free call, SkyBest will route the post-query interLATA Toll Free call (1) directly from its switch for carriers interconnected with its network or (2) over the Transit Traffic Trunk Group to carriers that are not directly connected to SkyBest's network but that are connected to AT&T's Access Tandem.

4.10.5.2.3 All post-query Toll Free calls for which SkyBest performs the SSP function, if delivered to AT&T, shall be delivered using GR-394 format for calls destined to IXCs, and GR-317 format for calls destined to end offices that directly subtend an AT&T Access Tandem within the LATA.

5 **Network Design And Management For Interconnection**

5.1 Network Management and Changes. The Parties will exchange toll-free maintenance contact numbers and escalation procedures. The Parties will provide public notice of network changes in accordance with applicable federal and state rules and regulations.

- 5.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS1 pursuant to Telcordia Standard No. GR-NWT-00499. Where SkyBest chooses to utilize SS7 signaling, also known as CCS7, SS7 connectivity is required between the SkyBest switch and the AT&T STP. AT&T will provide SS7 signaling using Common Channel Signaling Access Capability in accordance with the technical specifications set forth in the AT&T Guidelines to Technical Publication, GR-905-Core. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall provide calling number ID (Calling Party Number) when technically feasible.
- 5.3 Network Management Controls. Both Parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls (e.g., call gapping) to alleviate or prevent network congestion.
- 6 Forecasting for Trunk Provisioning**
- 6.1 Within six (6) months after execution of this Agreement, SkyBest shall provide an initial interconnection trunk group forecast for each LATA in which it plans to provide service within AT&T's Southeast region. Upon receipt of SkyBest's forecast, the Parties shall conduct a joint planning meeting to develop a joint interconnection trunk group forecast. Each forecast provided under this Section shall be deemed Confidential Information under the General Terms and Conditions.
- 6.1.1 At a minimum, the forecast shall include the projected quantity of Transit Trunks, SkyBest-to-AT&T one-way trunks (SkyBest Trunks), AT&T-to-SkyBest one-way trunks (AT&T Trunk Groups) and/or two-way interconnection trunks, if the Parties have agreed to interconnect using two-way trunking to transport the Parties' Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. The quantities shall be projected for a minimum of six (6) months and shall include an estimate of the current year plus the next two (2) years total forecasted quantities. The Parties shall mutually develop AT&T Trunk Groups and/or two-way interconnection trunk forecast quantities.
- 6.1.2 All forecasts shall include, at a minimum, Access Carrier Terminal Location (ACTL), trunk group type (e.g., local/intraLATA toll, Transit, Operator Services, 911, etc.), A location/Z location (CLLI codes for SkyBest location and AT&T location where the trunks shall terminate), interface type (e.g., DS1), Direction of Signaling, Trunk Group Number, if known, (commonly referred to as the 2-6 code) and forecasted trunks in service each year (cumulative).
- 6.2 Once initial interconnection trunk forecasts have been developed, SkyBest shall continue to provide interconnection trunk forecasts at mutually agreeable intervals. SkyBest shall use its best efforts to make the forecasts as accurate as possible based on reasonable engineering criteria. The Parties shall continue to develop Reciprocal Trunk Group and/or two-way interconnection trunk forecasts as described in Section 6.1.1 above.
- 6.3 The submission and development of interconnection trunk forecasts shall not replace the ordering process for local interconnection trunks. Each Party shall exercise its best efforts to provide the quantity of interconnection trunks mutually forecasted. However, the provision of the forecasted quantity of interconnection trunks is subject to trunk terminations and facility capacity existing at the

time the trunk order is submitted. Furthermore, the receipt and development of trunk forecasts does not imply any liability for failure to perform if capacity (trunk terminations or facilities) is not available for use at the forecasted time.

6.4 Trunk Utilization

- 6.4.1 For the AT&T Trunk Groups that are Final Trunk Groups (AT&T Final Trunk Groups), AT&T and SkyBest shall monitor traffic on each AT&T Final Trunk Group that is ordered and installed. The Parties agree that the AT&T Final Trunk Groups will be utilized at sixty percent (60%) of the time consistent busy hour utilization level within ninety (90) days of installation. The Parties agree that the AT&T Final Trunk Groups will be utilized at eighty percent (80%) of the time consistent busy hour utilization level within one hundred eighty (180) days of installation. Any AT&T Final Trunk Group not meeting the minimum thresholds set forth in this Section are defined as “under-utilized” trunks. Subject to Section 6.4.2 below, AT&T may disconnect any under-utilized AT&T Final Trunk Groups and SkyBest shall refund to AT&T the associated nonrecurring and recurring trunk and facility charges paid by AT&T, if any.
- 6.4.2 AT&T’s CISC will notify SkyBest of any under-utilized AT&T Trunk Groups and the number of such trunk groups that AT&T wishes to disconnect. AT&T will provide supporting information either by email or facsimile to the designated SkyBest interface. SkyBest will provide concurrence with the disconnection in seven (7) business days or will provide specific information supporting why the trunks should not be disconnected. Such supporting information should include expected traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which SkyBest expects to need such trunks. AT&T’s CISC Project Manager and Circuit Capacity Manager (CCM) will discuss the information with SkyBest to determine if agreement can be reached on the number of AT&T Final Trunk Groups to be removed. If no agreement can be reached, AT&T will issue disconnect orders to SkyBest. The due date of these orders will be four (4) weeks after SkyBest was first notified in writing of the underutilization of the trunk groups.
- 6.4.3 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of eighty percent (80%) or greater, the Parties may review the trunk groups and, if necessary, shall negotiate in good faith for the installation of augmented facilities.
- 6.4.4 For the two-way trunk groups, AT&T and SkyBest shall monitor traffic on each interconnection trunk group that is ordered and installed. The Parties agree that within ninety (90) days of the installation of the AT&T two-way trunk or trunks, the trunks will be utilized at 60 percent (60%) of the time consistent busy hour utilization level. The Parties agree that within one hundred eighty (180) days of the installation of a trunk or trunks, the trunks will be utilized at eighty percent (80%) of the time consistent busy hour utilization level. Any trunk or trunks not meeting the minimum thresholds set forth in this Section are defined as “under-utilized” trunks. AT&T will request the disconnection of any under-utilized two-way trunk(s) and SkyBest shall refund to AT&T the associated nonrecurring and recurring trunk and facility charges paid by AT&T, if any.
- 6.4.4.1 AT&T’s CISC will notify SkyBest of any under-utilized two-way trunk groups and the number of trunks that AT&T wishes to disconnect. AT&T will provide supporting information either by email or facsimile to the designated SkyBest interface. SkyBest will provide concurrence with the disconnection in seven (7) business days or will provide specific information supporting why the two-way trunks should not be disconnected. Such supporting information should include expected

traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which SkyBest expects to need such trunks. AT&T's CISC Project Manager and CCM will discuss the information with SkyBest to determine if agreement can be reached on the number of trunks to be removed. If no agreement can be reached, SkyBest will issue disconnect orders to AT&T. The due date of these orders will be four (4) weeks after SkyBest was first notified in writing of the under-utilization of the trunk groups.

- 6.4.4.2 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of eighty percent (80%) or greater, the Parties may review the trunk groups and, if necessary, shall negotiate in good faith for the installation of augmented facilities.

7 Local Dialing Parity

- 7.1 AT&T and SkyBest shall provide local and toll dialing parity, as defined in FCC rules and regulations, with no unreasonable dialing delays. Dialing parity shall be provided for all originating Telecommunications Services that require dialing to route a call.

8 Interconnection Compensation

- 8.1 Compensation for Call Transport and Termination for Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic

- 8.1.1 For the purposes of this Attachment and for intercarrier compensation for Local Traffic exchanged between the Parties pursuant to this Attachment, Local Traffic is defined as any telephone call that originates from one Party's customer located in one exchange and terminates to the other Party's customer in either the same exchange, or other local calling area associated with the originating calling party's exchange as defined and specified in Section A3 of AT&T's GSST.

- 8.1.1.1 Additionally, Local Traffic includes any cross boundary, voice-to-voice intrastate, interLATA or interstate, interLATA calls established as a local call by the ruling regulatory body.

- 8.1.2 For purposes of this Attachment and for intercarrier compensation for ISP-Bound Traffic exchanged between the Parties, ISP-Bound Traffic is defined as calls to an information service provider or Internet Service Provider (ISP) that are dialed by using a local dialing pattern (seven (7) or ten (10) digits) by a calling party in one (1) exchange to an ISP server or modem in either the same exchange or other local calling area associated with the originating exchange as defined and specified in Section A3 of AT&T's GSST. ISP-Bound Traffic is not Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to the FCC's jurisdiction.

- 8.1.3 Notwithstanding the definitions of Local Traffic and ISP-Bound Traffic above, and pursuant to the FCC's Order on Remand and Report and Order in CC Docket 99-68 released April 27, 2001 (ISP Order on Remand), AT&T and SkyBest agree to the rebuttable presumption that all combined Local and ISP-Bound Traffic that exceeds a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered ISP-Bound Traffic for compensation purposes. AT&T and SkyBest further agree to the rebuttable presumption that all combined Local and ISP-Bound Traffic that does not exceed a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered Local Traffic for compensation purposes. Either Party has the right to rebut the 3:1 ISP-Bound Traffic presumption by identifying the actual ISP-Bound Traffic by any means mutually agreed by the Parties, or by any method approved by the Commission. If a Party seeking to rebut the

presumption takes appropriate action at the Commission pursuant to Section 252 of the Act and the Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the Commission for use in determining the ratio shall be utilized by the Parties as of the date of the Commission approval and, in addition, shall be utilized to determine the appropriate true-up as described below. During the pendency of any such proceedings to rebut the presumption, the Parties will remain obligated to pay the reciprocal compensation rates set forth in Section 8.1.4 for Local Traffic, and the rates set forth in Section 8.1.5 for ISP-Bound Traffic. ISP-Bound Traffic is subject to a true-up upon the conclusion of such proceedings. Such true-up shall be retroactive back to the date a Party first sought appropriate relief from the Commission.

- 8.1.4 The Parties shall compensate each other at the appropriate elemental rates set forth in Exhibit A for the Call Transport and Termination of Local Traffic. SkyBest will only be paid End Office rate elements.
- 8.1.5 The Parties shall compensate each other at the composite rate of \$0.0007 for the Call Transport and Termination of ISP-Bound Traffic.
- 8.1.6 The appropriate elemental rates set forth in Exhibit A shall apply for Transit Traffic as described in this Attachment and for MTA as described in this Attachment.
- 8.1.7 Neither Party shall represent Switched Access Traffic as Local Traffic or ISP-Bound Traffic for purposes of determining compensation for the call. If SkyBest delivers Switched Access Traffic to AT&T for termination in violation of this Section, AT&T shall charge SkyBest terminating switched access charges as set forth in AT&T's Intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff, as appropriate. Additionally, such delivery of traffic shall constitute improper use of AT&T facilities as set forth in Section 1.5.2 of Attachment 7 of this Agreement.
- 8.1.8 IntraLATA Toll Traffic is defined as all traffic, regardless of transport protocol method, that originates and terminates within a single LATA that is not Local Traffic or ISP-Bound traffic under this Attachment.
- 8.1.8.1 For terminating its intraLATA toll traffic on the other Party's network, the originating Party will pay the terminating Party AT&T's current intrastate or interstate, whichever is appropriate, terminating switched access tariff rates as set forth in AT&T's intrastate Access Services Tariffs and/or BellSouth's FCC No. 1 Tariff as filed and in effect with the FCC or appropriate Commission. The appropriate charges will be determined by the routing of the call. Additionally, if one (1) Party is the other Party's customer's presubscribed interexchange carrier or if one (1) Party's customer uses the other Party as an interexchange carrier on a 101XXXX basis, the originating party will charge the other Party the appropriate AT&T originating switched access tariff rates as set forth in AT&T's intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff as filed and in effect with the FCC or appropriate Commission.
- 8.1.9 If SkyBest assigns NPA/NXXs to specific AT&T rate centers within the LATA and assigns numbers from those NPA/NXXs to SkyBest customer physically located outside of that LATA, AT&T traffic originating from within the LATA where the NPA/NXXs are assigned and delivered to a SkyBest customer physically located outside of such LATA, shall not be deemed Local Traffic. Further, SkyBest agrees to identify such interLATA traffic to AT&T and to compensate AT&T for originating and transporting such interLATA traffic to SkyBest at BellSouth's FCC No. 1 Tariff rates.

- 8.2 If SkyBest does not identify such interLATA traffic to AT&T, AT&T will determine which whole SkyBest NPA/NXXs on which to charge the applicable rates for originating network access service as reflected in AT&T's intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff. AT&T shall make appropriate billing adjustments if SkyBest can provide sufficient information for AT&T to determine whether or not said traffic is Local or ISP-Bound Traffic.
- 8.3 Jurisdictional Reporting
- 8.3.1 Percent Local Use (PLU). Each Party shall report to the other a PLU factor. The application of the PLU will determine the amount of local or ISP-Bound minutes to be billed to the other Party. Each Party shall update its PLU on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month based on local and ISP-Bound usage for the past three (3) months ending the last day of December, March, June and September, respectively. Requirements associated with PLU calculation and reporting shall be as set forth in AT&T's Jurisdictional Factors Reporting Guide.
- 8.3.2 Percent Local Facility (PLF). Each Party shall report to the other a PLF factor. The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to Multiplexing, Local Channel and Interoffice Channel Switched Dedicated Transport utilized in the provision of local interconnection trunks. Each Party shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month to be effective the first bill period the following month, respectively. Requirements associated with PLF calculation and reporting shall be as set forth in AT&T's Jurisdictional Factors Reporting Guide.
- 8.3.3 Percent Interstate Usage (PIU). Each Party shall report to the other the projected PIU factors, including but not limited to PIU associated with facilities (PIUE) and Terminating PIU (TPIU) factors. The application of the PIU will determine the respective interstate traffic percentages to be billed at BellSouth's FCC No. 1 Tariff rates. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in AT&T's intrastate Access Services Tariff will apply to SkyBest. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local traffic and facilities. The intrastate toll traffic shall be billed at AT&T's intrastate Access Services Tariff rates. Each Party shall update its PIUs on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month, for all services showing the percentages of use for the past three (3) months ending the last day of December, March, June and September. Additional requirements associated with PIU calculations and reporting shall be as set forth in AT&T's Jurisdictional Factors Reporting Guide.
- 8.3.4 Notwithstanding the provisions in Sections 8.3.1, 8.3.2, and 8.3.3 above, where AT&T has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information shall, at AT&T's option, be utilized to determine the appropriate jurisdictional reporting factors (i.e., PLU, PIU, and/or PLF), in lieu of those provided by SkyBest. In the event that AT&T opts to utilize its own data to determine jurisdictional reporting factors, AT&T shall notify SkyBest at least fifteen (15) days prior to the beginning of the calendar quarter in which AT&T will begin to utilize its own data.

- 8.3.5 Audits. On thirty (30) days written notice, SkyBest must provide AT&T the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. SkyBest shall retain records of call detail for a minimum of nine (9) months from which the PLU, PLF and/or PIU can be ascertained. The audit shall be conducted during normal business hours at an office designated by SkyBest. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by an independent auditor chosen by AT&T. The audited factor (PLF, PLU and/or PIU) shall be adjusted based upon the audit results and shall apply to the usage for the audited period through the time period when the audit is completed, to the usage for the quarter prior to the audit period, and to the usage for the two (2) quarters following the completion of the audit. If, as a result of an audit, SkyBest is found to have overstated the PLF, PLU and/or PIU by twenty percentage points (20%) or more, SkyBest shall reimburse AT&T for the cost of the audit.
- 8.4 Compensation for IntraLATA 8XX Traffic. SkyBest shall pay the appropriate switched access charges set forth in the AT&T's intrastate Access Services tariff and/or BellSouth's FCC No. 1 Tariff. SkyBest will pay AT&T the database query charge as set forth in the applicable AT&T intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff. SkyBest will be responsible for any applicable Common Channel Signaling (SS7) charges.
- 8.4.1 Records for 8XX Billing. Where technically feasible, each Party will provide to the other Party the appropriate records, in accordance with industry standards, necessary for billing intraLATA 8XX providers. The records provided will be in a standard EMI format.
- 8.4.2 8XX Toll Free Dialing Ten Digit Screening Service (8XX TFD). AT&T's provision of 8XX TFD to SkyBest requires interconnection from SkyBest to AT&T's 8XX Signal Channel Point. Such interconnections shall be established pursuant to AT&T's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. SkyBest shall establish SS7 interconnection at the AT&T LSTPs serving the AT&T 8XX Signal Channel Points that SkyBest desires to query. The terms and conditions for 8XX TFD are set out in the appropriate AT&T Access Services Tariff.
- 8.5 Mutual Provision of Switched Access Service
- 8.5.1 Switched Access Traffic. Switched Access Traffic is described as telephone calls requiring local transmission or switching services for the purpose of the origination or termination of Telephone Toll Service. Switched Access Traffic includes, but is not limited to, the following types of traffic: Feature Group A, Feature Group B, Feature Group C, Feature Group D, toll free access (e.g., 8XX), 900 access and their successors. Additionally, any PSTN interexchange telecommunications traffic, regardless of transport protocol method, where the originating and terminating points, end-to-end points, are in different LATAs, or are in the same LATA and the Parties' Switched Access services are used for the origination or termination of the call, shall be considered Switched Access Traffic. Irrespective of transport protocol method or method of originating or terminating the call, a call that originates in one LATA and terminates in another LATA (i.e., the end-to-end points of the call) or a call in which the Parties' Switched Access Services are used for the origination or termination of the call, shall be considered Switched Access Traffic.
- 8.5.2 If an AT&T end user chooses SkyBest as their presubscribed interexchange carrier, or if an AT&T end user uses SkyBest as an interexchange carrier on a 101XXXX basis, AT&T will charge SkyBest the appropriate AT&T tariff charges for originating switched access services.

- 8.5.3 Where the originating Party delivers a call to the terminating Party over switched access facilities, the originating Party will pay the terminating Party terminating, switched access charges as set forth in AT&T's intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff, as appropriate.
- 8.5.4 When SkyBest's end office switch provides an access service connection to or from an IXC by a direct trunk group to the IXC utilizing AT&T facilities, each Party will provide its own access services to the IXC and bill on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by SkyBest as the Party providing the end office function. Each party will use the Multiple Exchange Carrier Access Billing (MECAB) guidelines to establish Meet Point Billing for all applicable traffic. The Parties shall utilize a thirty (30) day billing period.
- 8.5.4.1 SkyBest must have a unique hosted Revenue Accounting Office (RAO) code where SkyBest's end office subtends the AT&T Access Tandem switch for receipt or delivery of switched access traffic and provides an access service connection to or from an IXC via AT&T's Access Tandem switch, AT&T, as the tandem company agrees to provide to SkyBest, as the End Office Company, as defined in MECAB, at no charge, all the switched access detail usage data, recorded at the access tandem, within no more than sixty (60) days after the recording date. Each Party will notify the other when it is not feasible to meet these requirements. As business requirements change, data reporting requirements may be modified as necessary.
- 8.5.5 AT&T, as the tandem provider company, will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data that is lost or damaged by the tandem provider company or any third party involved in processing or transporting data.
- 8.5.6 SkyBest shall not deliver switched access traffic to AT&T for termination over any trunks and facilities other than SkyBest ordered switched access trunks and facilities.
- 8.6 Transit Traffic
- 8.6.1 AT&T shall provide tandem switching and transport services for SkyBest's Transit Traffic. Rates for local Transit Traffic and ISP-Bound Transit Traffic shall be the applicable rate elements for Tandem Switching, Common Transport and Tandem Intermediary Charge as set forth in Exhibit A. Rates for Switched Access Transit Traffic shall be the applicable charges as set forth in AT&T's intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff. Billing associated with all Transit Traffic shall be pursuant to MECAB guidelines. Traffic between SkyBest and Wireless Type 1 third parties or Wireless Type 2A third parties that do not engage in Meet Point Billing with AT&T shall not be treated as Transit Traffic from a routing or billing perspective until such time as such traffic is identifiable as Transit Traffic.
- 8.6.2 The delivery of traffic that transits the AT&T network is excluded from any AT&T billing guarantees. AT&T agrees to deliver Transit Traffic to the terminating carrier; provided, however, that SkyBest is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the exchange of Transit Traffic through the AT&T network. AT&T will not be liable for any compensation to the terminating carrier or to SkyBest. In the event that the terminating third party carrier imposes on AT&T any charges or costs for the delivery of Transit Traffic, SkyBest shall reimburse AT&T for such charges or costs.

- 8.7 For purposes of intercarrier compensation, AT&T will not be responsible for any compensation associated with the exchange of traffic between SkyBest and a CLEC utilizing AT&T switching. Where technically feasible, AT&T will use commercially reasonable efforts to provide records to SkyBest to identify those CLECs utilizing AT&T switching with whom SkyBest has exchanged traffic. Such traffic shall not be considered Transit Traffic from a routing or billing perspective, but instead will be considered as traffic exchanged solely between SkyBest and the CLEC utilizing AT&T switching.
- 8.7.1 SkyBest is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the exchange of traffic with a CLEC utilizing AT&T switching. AT&T will not be liable for any compensation to the terminating carrier or to SkyBest. In the event that the terminating third party carrier imposes on AT&T any charges or costs for the delivery of such traffic, SkyBest shall reimburse AT&T for all such charges or costs.
- 8.8 SkyBest shall send all IntraLATA toll traffic to be terminated by an independent telephone company to the End User's IntraLATA toll provider and shall not send such traffic to AT&T as Transit Traffic. IntraLATA toll traffic shall be any traffic that originates outside of the terminating independent telephone company's local calling area.
- 9 Ordering Charges**
- 9.1 The facilities purchased pursuant to this Attachment shall be ordered via the ASR process.
- 9.2 The rates, terms and conditions associated with submission and processing of ASRs are as set forth in BellSouth's FCC No. 1 Tariff, Section 5.
- 10 Basic 911 and E911 Interconnection**
- 10.1 Basic 911 and E911 provides a caller access to the applicable emergency service bureau by dialing 911.
- 10.2 Basic 911 Interconnection. AT&T will provide to SkyBest a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten (10) digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. SkyBest will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate ten (10) digit directory number as stated on the list provided by AT&T. SkyBest will be required to route that call to the appropriate PSAP. When a municipality converts to E911 service, SkyBest will be required to begin using E911 procedures.
- 10.3 E911 Interconnection. SkyBest shall install a minimum of two (2) dedicated trunks originating from its SWC and terminating to the appropriate E911 tandem. The SWC must be in the same LATA as the E911 tandem. The dedicated trunks shall be, at a minimum, DS0 level trunks configured as part of a digital (one point five forty-four (1.544) Mb/s) interface (DS1 facility). The configuration shall use CAMA-type signaling with MF pulsing or SS7/ISUP signaling either of which shall deliver ANI with the voice portion of the call. If SS7/ISUP connectivity is used, SkyBest shall follow the procedures as set forth in Appendix A of the CLEC Users Guide to E911 for Facility Based

Providers that is located on the AT&T Wholesale – Southeast Region Web site. If the user interface is digital, MF pulses as well as other AC signals shall be encoded per the u-255 Law convention. SkyBest will be required to provide AT&T daily updates to the E911 database. SkyBest will be required to forward 911 calls to the appropriate E911 tandem along with ANI based upon the current E911 end office to tandem homing arrangement as provided by AT&T. If the E911 tandem trunks are not available, SkyBest will be required to route the call to a designated seven (7) digit or ten (10) digit local number residing in the appropriate PSAP. This call will be transported over AT&T's interoffice network and will not carry the ANI of the calling party. SkyBest shall be responsible for providing AT&T with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its end users.

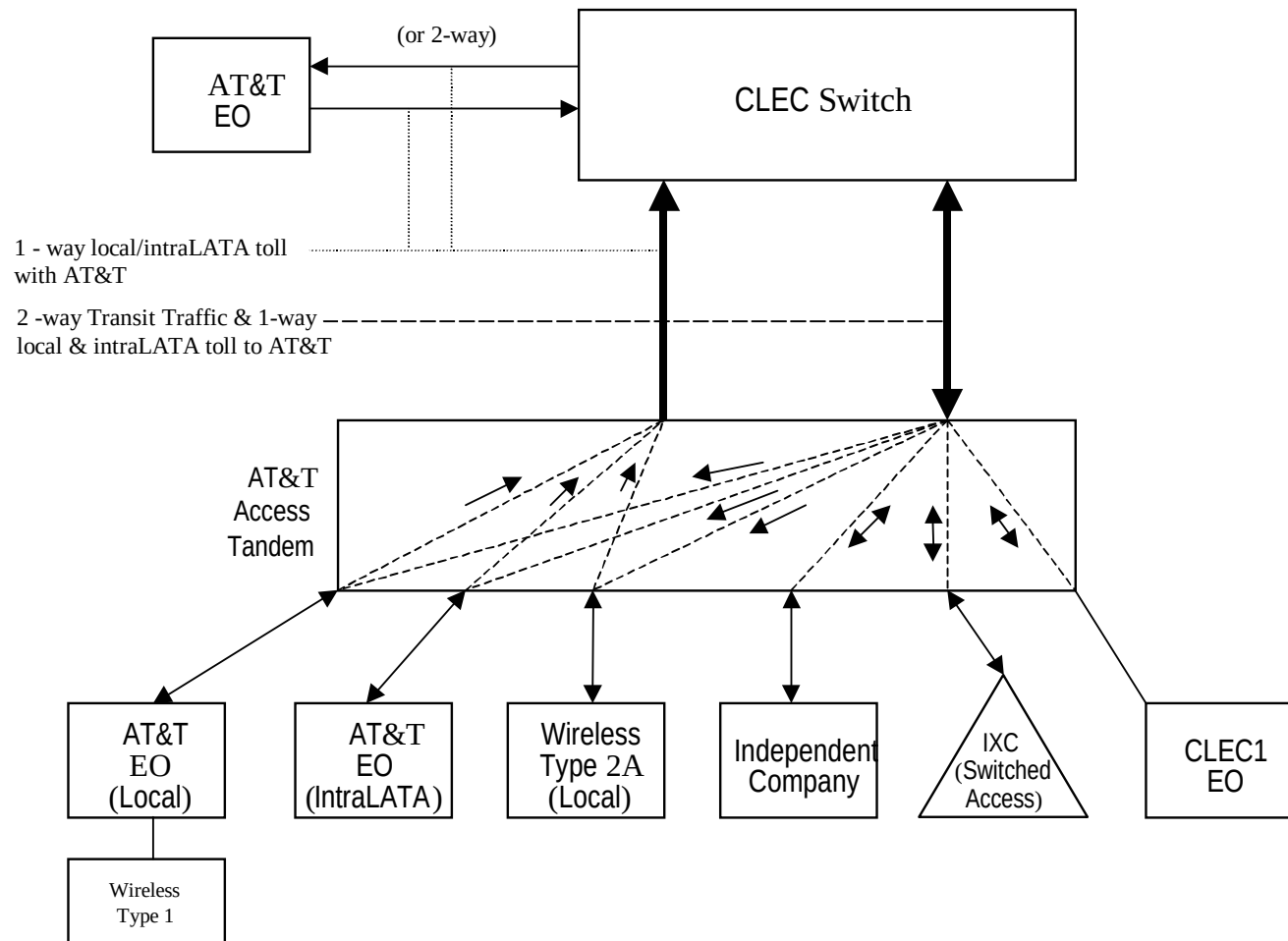
10.4 Trunks and facilities for 911 Interconnection may be ordered by SkyBest from AT&T pursuant to the terms and conditions set forth in this Attachment.

10.5 The detailed practices and procedures for 911/E911 interconnection are contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers that is located on the AT&T Interconnection Services Web site.

11 SS7

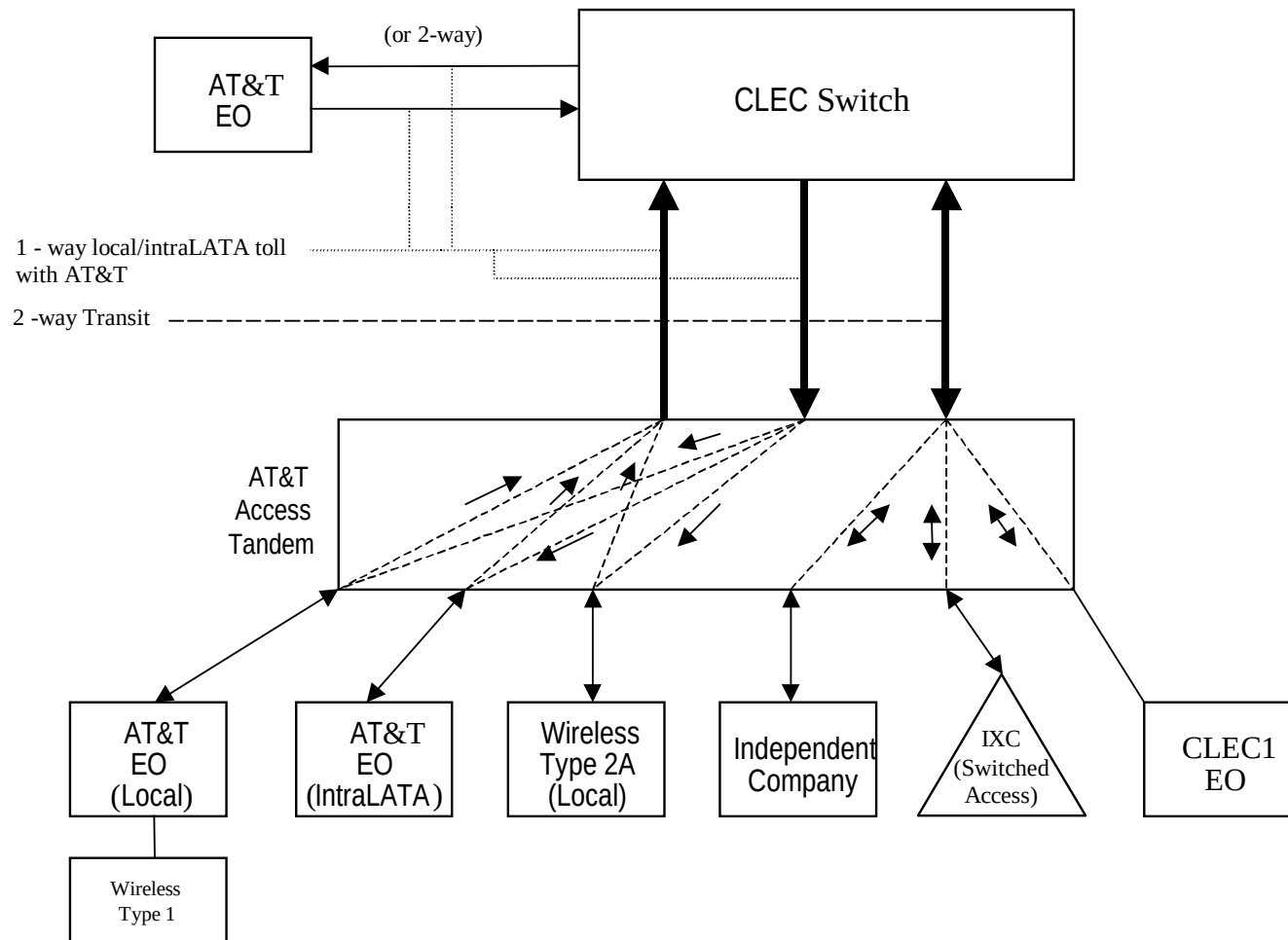
11.1 SS7 Signaling is AT&T's preferred method for signaling. Where multi-frequency signaling is currently used, the Parties agree to use their best efforts to convert to SS7. If SS7 services are provided by AT&T, AT&T will provide such services in accordance with the rates, terms and conditions set forth in the applicable access tariffs. Where multi-frequency signaling is currently used, the Parties agree to Interconnect their networks using multi-frequency ("MF") or dual tone MF ("DTMF") signaling, subject to availability at the End Office Switch or Tandem Switch at which Interconnection occurs. The Parties acknowledge that the use of MF signaling may not be optimal. AT&T will not be responsible for correcting any undesirable characteristics, service problems or performance problems that are associated with MF/SS7 inter-working or the signaling protocol required for Interconnection with CLEC employing MF signaling.

Basic Architecture

Exhibit B

One-Way Architecture

Exhibit C



Two-Way Architecture

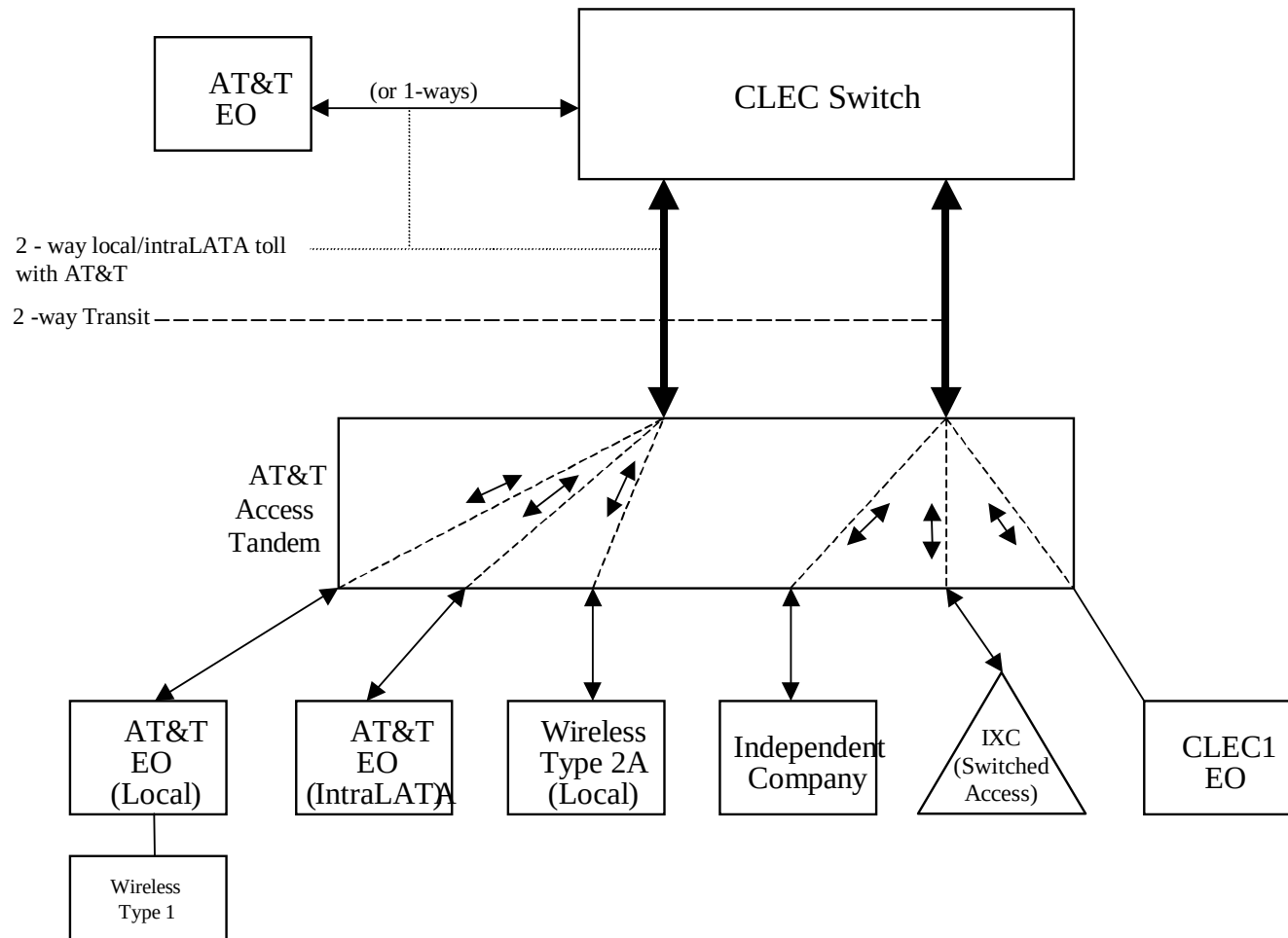
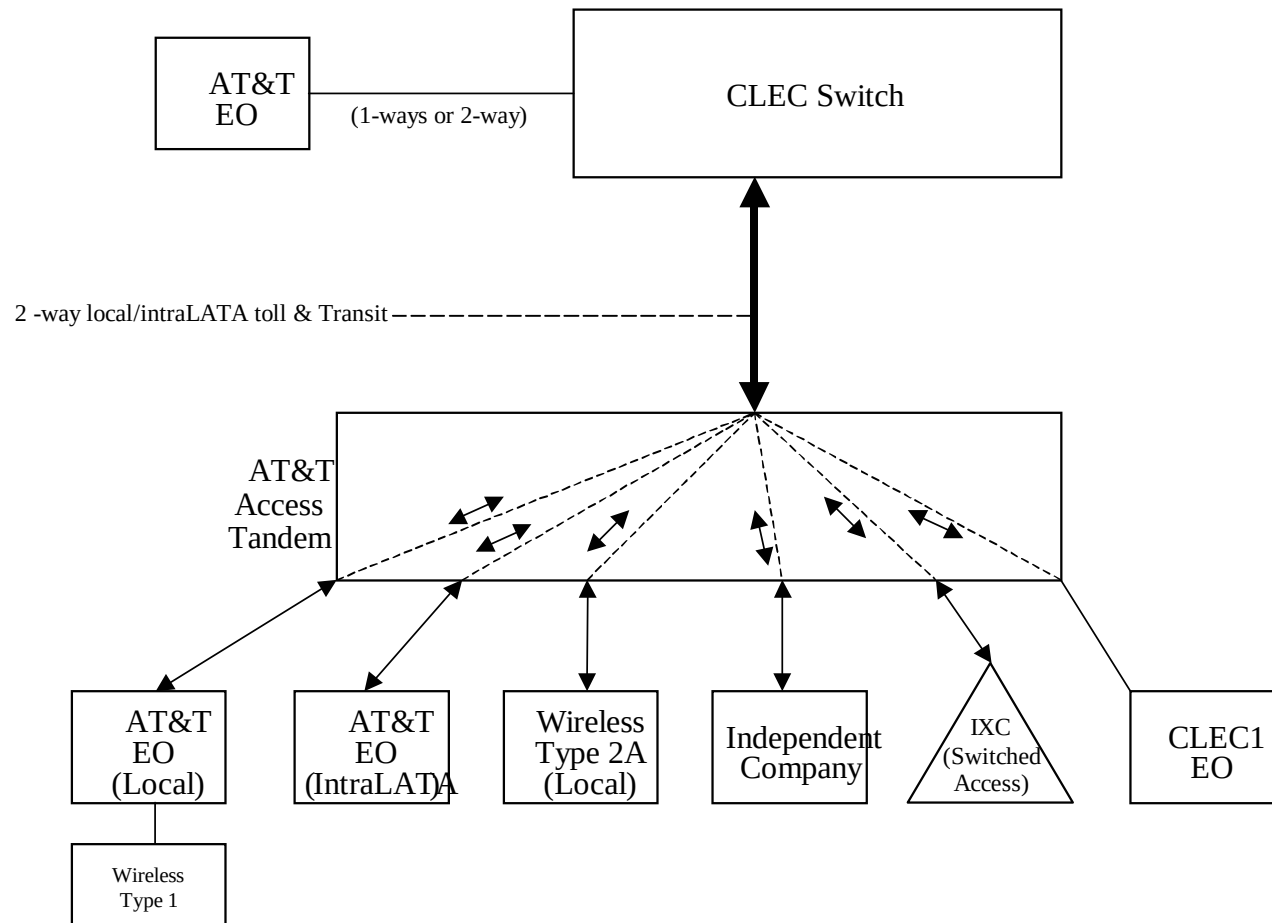
Exhibit D

Exhibit E

Supergroup Architecture



LOCAL INTERCONNECTION - Alabama											Att: 3 Exh: A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
	ISP-BOUND TRAFFIC															
	ISP-Bound, per MOU					0.0007										
	END OFFICE SWITCHING															
	End Office Switching Function, per MOU					0.0008663										
TANDEM SWITCHING																
	Tandem Switching Function Per MOU					0.000498										
	Multiple Tandem Switching, per MOU (applies to intial tandem only)					0.000498										
	Tandem Intermediary Charge, per MOU*					0.0025										
	Tandem Intermediary Charge, per MOU* (E-6/30/2010)					0.0025										
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
TRUNK CHARGE																
	Installation Trunk Side Service - per DS0			OHD	TPP6X		21.56	8.12								
	Installation Trunk Side Service - per DS0			OHD	TPP9X		21.56	8.12								
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00										
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00										
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00										
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
COMMON TRANSPORT (Shared)																
	Common Transport - Per Mile, Per MOU					0.0000023										
	Common Transport - Facilities Termination Per MOU					0.0003224										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.008838										
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHM	1L5NF	21.13	40.54	27.41	16.74	6.90						
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.008838										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	15.12	40.54	27.41	16.74	6.90						
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.008838										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	15.12	40.54	27.41	16.74	6.90						
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.18										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	60.16	89.27	81.81	16.35	14.44						
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	4.09										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	703.52	278.75	162.76	60.20	58.46						
LOCAL CHANNEL - DEDICATED TRANSPORT																
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	13.97	193.10	33.17	36.64	3.20						
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	14.93	193.53	33.60	37.11	3.67						
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	35.76	177.47	153.72	22.19	15.26						
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	416.54	451.52	263.94	119.49	83.58						
LOCAL INTERCONNECTION MID-SPAN MEET																
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00									
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00									
MULTIPLEXERS																
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	101.06	91.04	62.57	10.54	9.79						
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	166.13	178.14	93.97	33.26	31.63						
	DS3 Interface Unit (DS1 COC) per month			OH1, OH1MS	SATCO	12.70	6.58	4.72								
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable AT&T tariff.																

LOCAL INTERCONNECTION - Florida											Att: 3 Exh: A				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)															
	ISP-BOUND TRAFFIC														
	ISP-Bound, per MOU					0.0007									
	END OFFICE SWITCHING														
	End Office Switching Function, per MOU					0.0009302									
TANDEM SWITCHING															
	Tandem Switching Function Per MOU					0.0006019									
	Multiple Tandem Switching, per MOU (applies to intial tandem only)					0.0006019									
	Tandem Intermediary Charge, per MOU*					0.0025									
	Tandem Intermediary Charge, per MOU* (E-6/30/2010)					0.0025									
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.															
TRUNK CHARGE															
	Installation Trunk Side Service - per DS0			OHD	TPP6X		21.73	8.19							
	Installation Trunk Side Service - per DS0			OHD	TPP9X		21.73	8.19							
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00									
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00									
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00									
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00									
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements															
COMMON TRANSPORT (Shared)															
	Common Transport - Per Mile, Per MOU					0.0000035									
	Common Transport - Facilities Termination Per MOU					0.0004372									
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)															
INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.0091									
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHM	1L5NF	25.32	47.35	31.78	18.31	7.03					
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.0091									
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	18.44	47.35	31.78	18.31	7.03					
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.0091									
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	18.44	47.35	31.78	18.31	7.03					
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.1856									
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	88.44	105.54	98.47	21.47	19.05					
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	3.87									
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	1,071.00	335.46	219.28	72.03	70.56					
LOCAL CHANNEL - DEDICATED TRANSPORT															
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	19.66	265.84	46.97	37.63	4.00					
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	20.45	266.54	47.67	44.22	5.33					
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	36.49	216.65	183.54	24.30	16.95					
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	531.91	556.37	343.01	139.13	96.84					
LOCAL INTERCONNECTION MID-SPAN MEET															
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00								
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00								
MULTIPLEXERS															
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	146.77	101.42	71.62	11.09	10.49					
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	211.19	199.28	118.64	40.34	39.07					
	DS3 Interface Unit (DS1 COC) per month			OH1, OH1MS	SATCO	13.76	10.07	7.08							
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable AT&T tariff.															

LOCAL INTERCONNECTION - Georgia														Att: 3 Exh: A					
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
									Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
										First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																			
ISP-BOUND TRAFFIC																			
	ISP-Bound, per MOU								0.0007										
END OFFICE SWITCHING																			
	End Office Switching Function, per MOU								0.000756										
TANDEM SWITCHING																			
	Tandem Switching Function Per MOU								0.0004186										
	Multiple Tandem Switching, per MOU (applies to intial tandem only)								0.0004186										
	Tandem Intermediary Charge, per MOU*								0.0025										
	Tandem Intermediary Charge, per MOU* (E-6/30/2010)								0.0025										
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																			
TRUNK CHARGE																			
	Installation Trunk Side Service - per DS0						OHD	TPP6X		21.53	8.11								
	Installation Trunk Side Service - per DS0						OHD	TPP9X		21.53	8.11								
	Dedicated End Office Trunk Port Service-per DS0**						OHD	TDEOP	0.00										
	Dedicated End Office Trunk Port Service-per DS1**						OH1 OH1MS	TDE1P	0.00										
	Dedicated Tandem Trunk Port Service-per DS0**						OHD	TDWOP	0.00										
	Dedicated Tandem Trunk Port Service-per DS1**						OH1 OH1MS	TDW1P	0.00										
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																			
COMMON TRANSPORT (Shared)																			
	Common Transport - Per Mile, Per MOU								0.0000028										
	Common Transport - Facilities Termination Per MOU								0.0001955										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																			
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																			
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month						OHM	1L5NF	0.0059										
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month						OHM	1L5NF	13.15	48.41	19.46	16.56	4.99						
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month						OHM	1L5NK	0.0059										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month						OHM	1L5NK	8.00	48.41	19.46	16.56	4.99						
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month						OHM	1L5NK	0.0059										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month						OHM	1L5NK	8.00	48.41	19.46	16.56	4.99						
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month						OH1, OH1MS	1L5NL	0.1199										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month						OH1, OH1MS	1L5NL	34.93	110.92	80.20	31.33	21.71						
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month						OH3, OH3MS	1L5NM	2.63										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month						OH3, OH3MS	1L5NM	349.42	320.16	86.24	66.71	52.76						
LOCAL CHANNEL - DEDICATED TRANSPORT																			
	Local Channel - Dedicated - 2-Wire Voice Grade per month						OHM	TEFV2	7.91	120.95	53.24	46.35	13.35						
	Local Channel - Dedicated - 4-Wire Voice Grade per month						OHM	TEFV4	8.90	125.50	54.38	46.35	13.35						
	Local Channel - Dedicated - DS1 per month						OH1	TEFHG	22.82	149.31	111.09	40.32	26.09						
	Local Channel - Dedicated - DS3 Facility Termination per month						OH3	TEFHJ	150.05	444.58	145.04	112.80	75.81						
LOCAL INTERCONNECTION MID-SPAN MEET																			
	Local Channel - Dedicated - DS1 per month						OH1MS	TEFHG	0.00	0.00									
	Local Channel - Dedicated - DS3 per month						OH3MS	TEFHJ	0.00	0.00									
MULTIPLEXERS																			
	Channelization - DS1 to DS0 Channel System						OH1, OH1MS	SATN1	71.23	105.57	41.545	23.73	4.19						
	DS3 to DS1 Channel System per month						OH3, OH3MS	SATNS	124.39	224.255	71.76	39.965	31.035						
	DS3 Interface Unit (DS1 COC) per month						OH1, OH1MS	SATCO	7.50	15.79	11.375	6.60	6.60						
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable AT&T tariff.																			

LOCAL INTERCONNECTION - Kentucky														Att: 3 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS Rates(\$)	
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																	
	ISP-BOUND TRAFFIC																
	ISP-Bound, per MOU					0.0007											
	END OFFICE SWITCHING																
	End Office Switching Function, per MOU					0.0014083											
TANDEM SWITCHING																	
	Tandem Switching Function Per MOU					0.0006772											
	Multiple Tandem Switching, per MOU (applies to intial tandem only)					0.0006772											
	Tandem Intermediary Charge, per MOU*					0.0025											
	Tandem Intermediary Charge, per MOU* (E-6/30/2010)					0.0025											
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																	
TRUNK CHARGE																	
	Installation Trunk Side Service - per DS0			OHD	TPP6X		21.58	8.13									
	Installation Trunk Side Service - per DS0			OHD	TPP9X		21.58	8.13									
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00											
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00											
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00											
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00											
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																	
COMMON TRANSPORT (Shared)																	
	Common Transport - Per Mile, Per MOU					0.000003											
	Common Transport - Facilities Termination Per MOU					0.0007466											
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																	
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																	
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.01											
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHM	1L5NF	29.11	47.34	31.78	22.77	8.75							
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.0115											
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	20.97	47.35	31.78	22.77	8.75							
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.0115											
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	20.97	47.35	31.78	22.77	8.75							
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.23											
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	96.04	105.52	98.46	23.09	20.49							
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	4.97											
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	1,175.15	335.40	219.24	89.57	87.75							
LOCAL CHANNEL - DEDICATED TRANSPORT																	
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	18.57	265.78	46.96	46.79	4.98							
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	19.86	266.48	47.65	47.54	5.73							
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	40.46	209.60	176.51	30.21	21.07							
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	576.05	551.38	338.08	173.00	120.42							
LOCAL INTERCONNECTION MID-SPAN MEET																	
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00										
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00										
MULTIPLEXERS																	
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	113.33	101.40	71.60	13.79	13.04							
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	158.20	199.23	118.62	50.16	48.59							
	DS3 Interface Unit (DS1 COC) per month			OH1, OH1MS	SATCO	11.80	10.07	7.08									
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable AT&T tariff.																	

LOCAL INTERCONNECTION - Louisiana													Att: 3 Exh: A					
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
									Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
										First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																		
ISP-BOUND TRAFFIC																		
	ISP-Bound, per MOU								0.0007									
END OFFICE SWITCHING																		
	End Office Switching Function, per MOU								0.002048									
TANDEM SWITCHING																		
	Tandem Switching Function Per MOU								0.0005507									
	Multiple Tandem Switching, per MOU (applies to intial tandem only)								0.0005507									
	Tandem Intermediary Charge, per MOU*								0.0025									
	Tandem Intermediary Charge, per MOU* (E:6/30/2010)								0.0025									
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																		
TRUNK CHARGE																		
	Installation Trunk Side Service - per DS0						OHD	TPP6X		21.64	8.15							
	Installation Trunk Side Service - per DS0						OHD	TPP9X		21.64	8.15							
	Dedicated End Office Trunk Port Service-per DS0**						OHD	TDEOP	0.00									
	Dedicated End Office Trunk Port Service-per DS1**						OH1 OH1MS	TDE1P	0.00									
	Dedicated Tandem Trunk Port Service-per DS0**						OHD	TDWOP	0.00									
	Dedicated Tandem Trunk Port Service-per DS1**						OH1 OH1MS	TDW1P	0.00									
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																		
COMMON TRANSPORT (Shared)																		
	Common Transport - Per Mile, Per MOU								0.0000032									
	Common Transport - Facilities Termination Per MOU								0.0003748									
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																		
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																		
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month						OHM	1L5NF	0.013									
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month						OHM	1L5NF	22.60	39.36	26.62							
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month						OHM	1L5NK	0.013									
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month						OHM	1L5NK	15.61	39.37	26.62							
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month						OHM	1L5NK	0.013									
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month						OHM	1L5NK	15.61	39.37	26.62							
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month						OH1, OH1MS	1L5NL	0.2652									
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month						OH1, OH1MS	1L5NL	70.47	86.69	79.44							
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month						OH3, OH3MS	1L5NM	6.04									
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month						OH3, OH3MS	1L5NM	850.45	270.69	158.05							
LOCAL CHANNEL - DEDICATED TRANSPORT																		
	Local Channel - Dedicated - 2-Wire Voice Grade per month						OHM	TEFV2	18.32	187.51	32.21							
	Local Channel - Dedicated - 4-Wire Voice Grade per month						OHM	TEFV4	19.41	187.94	32.63							
	Local Channel - Dedicated - DS1 per month						OH1	TEFHG	39.18	172.34	149.27							
	Local Channel - Dedicated - DS3 Facility Termination per month						OH3	TEFHJ	469.44	438.46	256.30							
LOCAL INTERCONNECTION MID-SPAN MEET																		
	Local Channel - Dedicated - DS1 per month						OH1MS	TEFHG	0.00	0.00								
	Local Channel - Dedicated - DS3 per month						OH3MS	TEFHJ	0.00	0.00								
MULTIPLEXERS																		
	Channelization - DS1 to DS0 Channel System						OH1, OH1MS	SATN1	105.09	88.41	60.76							
	DS3 to DS1 Channel System per month						OH3, OH3MS	SATNS	201.48	172.99	91.25							
	DS3 Interface Unit (DS1 COC) per month						OH1, OH1MS	SATCO	11.78	6.39	4.58							
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable AT&T tariff.																		

LOCAL INTERCONNECTION - Mississippi														Att: 3 Exh: A				
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
									Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
										First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																		
ISP-BOUND TRAFFIC																		
	ISP-Bound, per MOU								0.0007									
END OFFICE SWITCHING																		
	End Office Switching Function, per MOU								0.00119									
TANDEM SWITCHING																		
	Tandem Switching Function Per MOU								0.0005379									
	Multiple Tandem Switching, per MOU (applies to intial tandem only)								0.0005379									
	Tandem Intermediary Charge, per MOU*								0.0025									
	Tandem Intermediary Charge, per MOU* (E-6/30/2010)								0.0025									
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																		
TRUNK CHARGE																		
	Installation Trunk Side Service - per DS0						OHD	TPP6X		21.58	8.13							
	Installation Trunk Side Service - per DS0						OHD	TPP9X		21.58	8.13							
	Dedicated End Office Trunk Port Service-per DS0**						OHD	TDEOP	0.00									
	Dedicated End Office Trunk Port Service-per DS1**						OH1 OH1MS	TDE1P	0.00									
	Dedicated Tandem Trunk Port Service-per DS0**						OHD	TDWOP	0.00									
	Dedicated Tandem Trunk Port Service-per DS1**						OH1 OH1MS	TDW1P	0.00									
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																		
COMMON TRANSPORT (Shared)																		
	Common Transport - Per Mile, Per MOU								0.0000026									
	Common Transport - Facilities Termination Per MOU								0.0004541									
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																		
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																		
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month						OHM	1L5NF	0.0098									
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month						OHM	1L5NF	22.52	40.77	27.57	17.26	7.11					
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month						OHM	1L5NK	0.0098									
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month						OHM	1L5NK	15.68	40.78	27.57	17.26	7.11					
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month						OHM	1L5NK	0.0098									
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month						OHM	1L5NK	15.68	40.78	27.57	17.26	7.11					
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month						OH1, OH1MS	1L5NL	0.201									
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month						OH1, OH1MS	1L5NL	57.33	89.79	82.28	16.86	14.90					
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month						OH3, OH3MS	1L5NM	4.76									
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month						OH3, OH3MS	1L5NM	641.90	280.37	163.70	62.08	60.29					
LOCAL CHANNEL - DEDICATED TRANSPORT																		
	Local Channel - Dedicated - 2-Wire Voice Grade per month						OHM	TEFV2	14.91	194.22	33.36	37.79	3.30					
	Local Channel - Dedicated - 4-Wire Voice Grade per month						OHM	TEFV4	15.99	194.66	33.80	38.27	3.78					
	Local Channel - Dedicated - DS1 per month						OH1	TEFHG	36.83	178.50	154.61	22.89	15.74					
	Local Channel - Dedicated - DS3 Facility Termination per month						OH3	TEFHJ	413.87	454.13	264.47	123.23	86.19					
LOCAL INTERCONNECTION MID-SPAN MEET																		
	Local Channel - Dedicated - DS1 per month						OH1MS	TEFHG	0.00	0.00								
	Local Channel - Dedicated - DS3 per month						OH3MS	TEFHJ	0.00	0.00								
MULTIPLEXERS																		
	Channelization - DS1 to DS0 Channel System						OH1, OH1MS	SATN1	102.85	91.57	62.94	10.87	10.10					
	DS3 to DS1 Channel System per month						OH3, OH3MS	SATNS	170.63	179.17	94.52	34.30	32.82					
	DS3 Interface Unit (DS1 COC) per month						OH1, OH1MS	SATCO	12.96	6.62	4.74							
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable AT&T tariff.																		

LOCAL INTERCONNECTION - North Carolina													Att: 3 Exh: A					
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
									Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
										First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																		
ISP-BOUND TRAFFIC																		
	ISP-Bound, per MOU								0.0007									
END OFFICE SWITCHING																		
	End Office Switching Function, per MOU								0.0007331									
TANDEM SWITCHING																		
	Tandem Switching Function Per MOU								0.0004788									
	Multiple Tandem Switching, per MOU (applies to intial tandem only)								0.0004788									
	Tandem Intermediary Charge, per MOU*								0.0025									
	Tandem Intermediary Charge, per MOU* (E:6/30/2010)								0.0025									
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																		
TRUNK CHARGE																		
	Installation Trunk Side Service - per DS0						OHD	TPP6X		21.55	8.12							
	Installation Trunk Side Service - per DS0						OHD	TPP9X		21.55	8.12							
	Dedicated End Office Trunk Port Service-per DS0**						OHD	TDEOP	0.00									
	Dedicated End Office Trunk Port Service-per DS1**						OH1 OH1MS	TDE1P	0.00									
	Dedicated Tandem Trunk Port Service-per DS0**						OHD	TDWOP	0.00									
	Dedicated Tandem Trunk Port Service-per DS1**						OH1 OH1MS	TDW1P	0.00									
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																		
COMMON TRANSPORT (Shared)																		
	Common Transport - Per Mile, Per MOU								0.0000023									
	Common Transport - Facilities Termination Per MOU								0.0001676									
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																		
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																		
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month						OHM	1L5NF	0.0095									
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month						OHM	1L5NF	12.12	39.36	26.62							
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month						OHM	1L5NK	0.0095									
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month						OHM	1L5NK	7.47	39.37	26.62							
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month						OHM	1L5NK	0.0095									
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month						OHM	1L5NK	7.47	39.37	26.62							
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month						OH1, OH1MS	1L5NL	0.1938									
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month						OH1, OH1MS	1L5NL	31.19	86.69	79.44							
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month						OH3, OH3MS	1L5NM	4.44									
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month						OH3, OH3MS	1L5NM	329.91	270.69	158.05							
LOCAL CHANNEL - DEDICATED TRANSPORT																		
	Local Channel - Dedicated - 2-Wire Voice Grade per month						OHM	TEFV2	6.29	187.51	32.21							
	Local Channel - Dedicated - 4-Wire Voice Grade per month						OHM	TEFV4	7.08	187.94	32.63							
	Local Channel - Dedicated - DS1 per month						OH1	TEFHG	22.13	172.34	149.27							
	Local Channel - Dedicated - DS3 Facility Termination per month						OH3	TEFHJ	82.89	438.46	256.30							
LOCAL INTERCONNECTION MID-SPAN MEET																		
	Local Channel - Dedicated - DS1 per month						OH1MS	TEFHG	0.00	0.00								
	Local Channel - Dedicated - DS3 per month						OH3MS	TEFHJ	0.00	0.00								
MULTIPLEXERS																		
	Channelization - DS1 to DS0 Channel System						OH1, OH1MS	SATN1	146.69	197.78	140.06							
	DS3 to DS1 Channel System per month						OH3, OH3MS	SATNS	233.10	403.97	234.40							
	DS3 Interface Unit (DS1 COC) per month						OH1, OH1MS	SATCO	16.07	13.09	9.38							
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable AT&T tariff.																		

LOCAL INTERCONNECTION - South Carolina														Att: 3 Exh: A				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS Rates(\$)		
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN		
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																		
	ISP-BOUND TRAFFIC																	
	ISP-Bound, per MOU					0.0007												
	END OFFICE SWITCHING																	
	End Office Switching Function, per MOU					0.0012655												
	TANDEM SWITCHING																	
	Tandem Switching Function Per MOU					0.000736												
	Multiple Tandem Switching, per MOU (applies to intial tandem only)					0.000736												
	Tandem Intermediary Charge, per MOU*					0.0025												
	Tandem Intermediary Charge, per MOU* (E-6/30/2010)					0.0025												
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																		
	TRUNK CHARGE																	
	Installation Trunk Side Service - per DS0			OHD	TPP6X		21.65	8.16										
	Installation Trunk Side Service - per DS0			OHD	TPP9X		21.65	8.16										
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00												
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00												
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00												
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00												
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																		
	COMMON TRANSPORT (Shared)																	
	Common Transport - Per Mile, Per MOU					0.0000045												
	Common Transport - Facilities Termination Per MOU					0.0004095												
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																		
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT																	
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.0167												
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHM	1L5NF	24.30	40.63	27.47	16.77	6.91								
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.0167												
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	16.76	40.63	27.47	16.77	6.91								
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.0167												
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	16.76	40.63	27.47	16.77	6.91								
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.3415												
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	77.14	89.47	81.99	16.39	14.48								
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	8.02												
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	880.65	279.37	163.12	60.33	58.59								
	LOCAL CHANNEL - DEDICATED TRANSPORT																	
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	15.33	193.53	33.24	36.72	3.21								
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	16.54	193.97	33.68	37.19	3.68								
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	42.62	177.87	154.06	22.24	15.30								
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	446.00	452.52	264.53	119.75	83.77								
LOCAL INTERCONNECTION MID-SPAN MEET																		
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00											
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00											
	MULTIPLEXERS																	
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	107.57	91.24	62.71	10.56	9.81								
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	144.02	178.54	94.18	33.33	31.90								
	DS3 Interface Unit (DS1 COC) per month			OH1, OH1MS	SATCO	8.64	6.59	4.73										
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable AT&T tariff.																		

LOCAL INTERCONNECTION - Tennessee													Att: 3 Exh: A									
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
									Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN			
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)													OSS Rates(\$)									
ISP-BOUND TRAFFIC																						
	ISP-Bound, per MOU								0.0007													
END OFFICE SWITCHING																						
	End Office Switching Function, per MOU								0.0008041													
TANDEM SWITCHING																						
	Tandem Switching Function Per MOU								0.0009778													
	Multiple Tandem Switching, per MOU (applies to intial tandem only)								0.0009778													
	Tandem Intermediary Charge, per MOU*								0.0025													
	Tandem Intermediary Charge, per MOU* (E-6/30/2010)								0.0025													
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																						
TRUNK CHARGE																						
	Installation Trunk Side Service - per DS0						OHD	TPP6X		21.59	8.09											
	Installation Trunk Side Service - per DS0						OHD	TPP9X		21.59	8.09											
	Dedicated End Office Trunk Port Service-per DS0**						OHD	TDEOP	0.00													
	Dedicated End Office Trunk Port Service-per DS1**						OH1 OH1MS	TDE1P	0.00													
	Dedicated Tandem Trunk Port Service-per DS0**						OHD	TDWOP	0.00													
	Dedicated Tandem Trunk Port Service-per DS1**						OH1 OH1MS	TDW1P	0.00													
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																						
COMMON TRANSPORT (Shared)																						
	Common Transport - Per Mile, Per MOU								0.0000064													
	Common Transport - Facilities Termination Per MOU								0.0003871													
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																						
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																						
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month						OHM	1L5NF	0.0174													
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month						OHM	1L5NF	18.58	55.39	17.37	27.96	3.51									
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month						OHM	1L5NK	0.0174													
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month						OHM	1L5NK	17.98	55.39	17.37	27.96	3.51									
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month						OHM	1L5NK	0.0174													
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month						OHM	1L5NK	17.98	55.39	17.37	27.96	3.51									
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month						OH1, OH1MS	1L5NL	0.3562													
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month						OH1, OH1MS	1L5NL	77.86	112.40	76.27	19.55	14.99									
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month						OH3, OH3MS	1L5NM	2.34													
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month						OH3, OH3MS	1L5NM	848.99	395.29	176.56	109.04	105.91									
LOCAL CHANNEL - DEDICATED TRANSPORT																						
	Local Channel - Dedicated - 2-Wire Voice Grade per month						OHM	TEFV2	15.29	199.33	24.16	54.81	4.80									
	Local Channel - Dedicated - 4-Wire Voice Grade per month						OHM	TEFV4	16.18	201.53	24.83	55.52	5.51									
	Local Channel - Dedicated - DS1 per month						OH1	TEFHG	32.25	277.35	233.26	33.18	22.30									
	Local Channel - Dedicated - DS3 Facility Termination per month						OH3	TEFHJ	611.30	595.37	304.50	215.82	151.15									
LOCAL INTERCONNECTION MID-SPAN MEET																						
	Local Channel - Dedicated - DS1 per month						OH1MS	TEFHG	0.00	0.00												
	Local Channel - Dedicated - DS3 per month						OH3MS	TEFHJ	0.00	0.00												
MULTIPLEXERS																						
	Channelization - DS1 to DS0 Channel System						OH1, OH1MS	SATN1	80.77	141.87	77.11	14.51	13.46									
	DS3 to DS1 Channel System per month						OH3, OH3MS	SATNS	222.98	308.03	108.47	44.47	42.62									
	DS3 Interface Unit (DS1 COC) per month						OH1, OH1MS	SATCO	17.58	6.07	4.66											
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable AT&T tariff.																						

Attachment 4

AT&T Collocation

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AT&T COLLOCATION**1. Scope of Attachment****1.1 AT&T Premises**

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

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

1.2 Right to Occupy

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

1.2.2 Neither AT&T nor any of AT&T's affiliates may reserve space for future use on more preferential terms than those set forth in this Attachment.

1.2.2.1 In all states other than Florida, the size specified by SkyBest may contemplate a request for space sufficient to accommodate SkyBest's growth within a twenty-four (24) month period.

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

1.3 Space Allocation. AT&T shall assign SkyBest Collocation Space that utilizes existing infrastructure (e.g., heating, ventilation, air conditioning (HVAC), lighting and available power), if such space is available for collocation. Otherwise, AT&T shall attempt to accommodate SkyBest's requested space preferences, if any, including the provision of contiguous space for any subsequent request for collocation. In allocating Collocation Space, AT&T shall not materially increase SkyBest's cost or materially delay SkyBest's occupation and use of the Collocation Space, assign Collocation Space that will impair the quality of service or otherwise limit the service SkyBest wishes to offer, reduce unreasonably the total space available for physical collocation or preclude reasonable

physical collocation within the AT&T Premises. Space shall not be available for collocation if it is: (a) physically occupied by non-obsolete equipment; (b) assigned to another collocated telecommunications carrier; (c) used to provide physical access to occupied space; (d) used to enable technicians to work on equipment located within occupied space; (e) properly reserved for future use, either by AT&T or another collocated telecommunications carrier; or (f) essential for the administration and proper functioning of the AT&T Premises. AT&T may segregate Collocation Space and require separate entrances for collocated telecommunications carriers to access their Collocation Space, pursuant to FCC Rules.

1.4 Transfer of Collocation Space

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

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

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

1.5 Space Reclamation

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

1.5.2 AT&T may reclaim unused Collocation Space when an AT&T Premises is at, or near, space exhaustion and SkyBest cannot demonstrate that SkyBest will utilize the Collocation Space in the time frames set forth below in Section 1.5.3. In the event of space exhaust or near exhaust within an AT&T Premises, AT&T will provide written notice to SkyBest requesting that SkyBest release non-utilized Collocation Space to AT&T, when one hundred percent (100%) of the Collocation Space in SkyBest's collocation arrangement is not being utilized.

1.5.3 Within twenty (20) days of receipt of written notification from AT&T, SkyBest shall either: (1) return the non-utilized Collocation Space to AT&T in which case SkyBest shall be relieved of all obligations for charges associated with that portion of the Collocation Space applicable from the date the Collocation Space is returned to AT&T; or (2) for all states, with the exception of Florida, provide AT&T with information demonstrating that the Collocation Space will be utilized within twenty-four (24) months from the date SkyBest accepted the Collocation Space (Acceptance Date) from AT&T. For Florida, SkyBest shall provide information to AT&T demonstrating that the Collocation Space will be utilized within eighteen (18) months from the Acceptance Date.

- 1.5.4 Disputes concerning AT&T's claim of space exhaust, or near exhaust, or SkyBest's refusal to return requested Collocation Space should be resolved by AT&T and SkyBest pursuant to the dispute resolution language contained in the General Terms and Conditions.
- 1.6 Use of Space. SkyBest may only place in the Collocation Space equipment necessary for interconnection with AT&T's services/facilities or for accessing AT&T's unbundled network elements for the provision of Telecommunications Services, as specifically set forth in this Agreement. The Collocation Space assigned to SkyBest may not be used for any purposes other than as specifically described herein, including, but not limited to office space or a place of reporting for SkyBest's employees or certified suppliers.
- 1.7 Rates and Charges. SkyBest agrees to pay the rates and charges identified in Exhibit B.
- 1.8 Due Dates. If any due date contained in this Attachment falls on a weekend or a national holiday, then the due date will be the next business day thereafter. For intervals of ten (10) days or less, national holidays will be excluded. For purposes of this Attachment, national holidays include the following: New Year's Day, Martin Luther King, Jr. Day, President's Day (Washington's Birthday), Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day.
- 1.9 Compliance. Subject to Section 24 of the General Terms and Conditions of this Agreement, the Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.
- 2 Optional Reports**
- 2.1 Space Availability Report. Upon request from SkyBest and at SkyBest's expense, AT&T will provide a written report (Space Availability Report) describing in detail the space that is currently available for collocation at a particular AT&T Premises. This report will include the amount of Collocation Space available at the AT&T Premises requested, the number of collocators present at the AT&T Premises, any modifications in the use of the space since the last report on the AT&T Premises requested and the measures AT&T is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the AT&T Premises for which the Space Availability Report was requested by SkyBest.
- 2.1.1 The request from SkyBest for a Space Availability Report must be in writing and include the AT&T Premises street address, as identified in the LERG, and the CLLI code for the AT&T Premises requested. CLLI code information is located in the NECA Tariff FCC No. 4.
- 2.1.2 AT&T will respond to a request for a Space Availability Report for a particular AT&T Premises within ten (10) days of the receipt of such request.
- 2.1.3 AT&T will use commercially reasonable efforts to respond in ten (10) days to a Space Availability Report request when the request includes from two (2) to five (5) AT&T Premises within the same state. The response time for Space Availability Report requests of more than five (5) AT&T Premises, whether the request is for the same state or for two (2) or more states within the AT&T Southeast Region 9-State, shall be negotiated between the Parties.
- 2.2 Remote Terminal Information. Upon request, AT&T will provide SkyBest with the following information concerning AT&T's remote terminals: (i) the address of the remote terminal; (ii) the CLLI code of the remote terminal; (iii) the carrier serving area of the remote terminal; (iv) the designation of which remote terminals subtend a particular central office; and (v) the number and address of customers that are served by a particular remote terminal.

- 2.2.1 AT&T will provide this information within thirty (30) days of a SkyBest request subject to the following conditions: (i) the information will only be provided on a CD in the same format in which it appears in AT&T's systems; and (ii) the information will only be provided for each serving wire center designated by SkyBest, up to a maximum of thirty (30) wire centers per SkyBest request per month per state. AT&T will bill the nonrecurring charge pursuant to the rates in Exhibit B at the time AT&T sends the CD.

3 Collocation Options

- 3.1 Cageless Collocation. AT&T shall allow SkyBest to collocate SkyBest's equipment and facilities without requiring the construction of a cage or similar structure. AT&T shall allow SkyBest to have direct access to SkyBest's equipment and facilities in accordance with Section 5.1.2 below. AT&T shall make cageless collocation available in single bay increments. Except where SkyBest's equipment requires special technical considerations (e.g., special cable racking or isolated ground plane), AT&T shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, SkyBest must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment.

3.2 Caged Collocation

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

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

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

3.3 Shared Caged Collocation

- 3.3.1 SkyBest may allow other telecommunications carriers to share SkyBest's caged Collocation Space, pursuant to the terms and conditions agreed to by SkyBest (Host) and the other telecommunications carriers (Guests) contained in this Section, except where the AT&T Premises is located within a leased space and AT&T is prohibited by said lease from offering such an option to SkyBest. AT&T shall be notified in writing by SkyBest upon the execution of any agreement between the Host and its Guest(s) prior to the submission of an application. Further, such notification shall include the name of the Guest(s), the term of the agreement, and a certification by SkyBest that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Attachment between AT&T and SkyBest. The term of the agreement between the Host and its Guest(s) shall not exceed the term of this Agreement between AT&T and SkyBest.
- 3.3.2 SkyBest, as the Host, shall be the sole interface and responsible Party to AT&T for the assessment and billing of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest(s), its employees and agents. AT&T shall provide SkyBest with a pro-ration of the costs of the Collocation Space based on the number of collocators and the space used by each. There will be a minimum charge of one (1) bay/rack per Host/Guest. In addition to the above, for all states other than Florida, SkyBest shall be the responsible Party to AT&T for the purpose of submitting applications for initial and additional equipment placement for the Guest(s). In Florida, the Guest(s) may submit its own Initial Application and Subsequent Applications for equipment placement using the Host's ACNA. A separate Guest application shall result in the assessment of an Initial Application Fee or a Subsequent Application Fee, as set forth in Exhibit B, which will be billed to the Host on the date that AT&T provides its written Application Response to the Guest(s) Bona Fide application.
- 3.3.3 Notwithstanding the foregoing, the Guest(s) may submit service orders directly to AT&T to request the provisioning of interconnecting facilities between AT&T and the Guest(s), the provisioning of services, and/or access to Network Elements. The bill for these interconnecting facilities, services and Network Elements will be charged to the Guest(s) pursuant to the applicable AT&T Tariff or the Guest's Interconnection Agreement with AT&T.
- 3.3.4 SkyBest shall indemnify and hold harmless AT&T from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of SkyBest's Guest(s) in the Collocation Space, except to the extent caused by AT&T's sole negligence, gross negligence, or willful misconduct.

3.4 Adjacent Collocation

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

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

3.4.3 SkyBest must submit its Adjacent Arrangement construction plans and specifications to AT&T when it places its Firm Order. AT&T shall review SkyBest's plans and specifications prior to the construction of an Adjacent Arrangement to ensure SkyBest's compliance with AT&T's specifications. AT&T shall complete its review within fifteen (15) days after receipt of the plans and specifications from SkyBest for the Adjacent Arrangement. AT&T may inspect the Adjacent Arrangement during and after construction is completed to ensure that it is constructed according to SkyBest's submitted plans and specifications. If AT&T decides to inspect the completed Adjacent Arrangement, AT&T will complete its inspection within fifteen (15) days after receipt of SkyBest's written notification that the Adjacent Arrangement has been completed. Within seven (7) days after AT&T has completed its inspection of SkyBest's Adjacent Arrangement, AT&T shall require SkyBest, at SkyBest's expense, to remove or correct any structure that does not meet its submitted plans and specifications or AT&T's specifications, as applicable.

3.4.4 SkyBest shall provide a concrete pad, the structure housing the Adjacent Arrangement, HVAC, lighting and all of the facilities that are required to connect the structure (i.e., racking, conduits, etc.) to the AT&T point of demarcation. At SkyBest's option and where the local authority having jurisdiction permits, AT&T shall provide an AC power source and access to physical Collocation services and facilities, subject to the same nondiscriminatory requirements as those applicable to any other physical Collocation arrangement. In Alabama and Louisiana, at SkyBest's request and expense, AT&T will provide Direct Current (DC) power to an Adjacent Collocation site where technically feasible, as that term has been defined by the FCC, and in accordance with applicable law. AT&T will provide DC power in an Adjacent Arrangement provided that such provisioning can be done in compliance with the National Electric Code (NEC), all safety and building codes and any local codes, such as, but not limited to, local zoning codes, and upon completion of

negotiations between the Parties on the applicable rates and provisioning intervals. SkyBest will pay for any and all DC power construction and provisioning costs to an Adjacent Arrangement through individual case basis (ICB) pricing that must be paid as follows: fifty percent (50%) before the DC installation work begins and fifty percent (50%) at completion of the DC installation work to the Adjacent Arrangement. SkyBest's AT&T Certified Supplier shall be responsible, at SkyBest's sole expense, for filing the required documentation to obtain any and all necessary permits and/or licenses for an Adjacent Arrangement. AT&T shall allow Shared Caged Collocation within an Adjacent Arrangement, pursuant to the terms and conditions set forth in Section 3.3 above.

3.5 Direct Connect

3.5.1 AT&T will permit SkyBest to directly interconnect between its own physical/virtual Collocation Spaces within the same AT&T Premises (Direct Connect). SkyBest shall contract with an AT&T Certified Supplier to place the Direct Connect, which shall be provisioned using facilities owned by SkyBest. A Direct Connect shall utilize AT&T common cable support structure. There will be a recurring charge per linear foot, per cable, of the actual common cable support structure used by SkyBest to provision the Direct Connect between its physical/virtual Collocation Spaces. In those instances where SkyBest's physical/virtual Collocation Spaces are contiguous in the central office, SkyBest will have the option of using SkyBest's own technicians to deploy the Direct Connect using either electrical or optical facilities between its Collocation Spaces by constructing its own dedicated cable support structure. SkyBest will deploy such electrical or optical connections directly between its own equipment without being routed through AT&T's equipment or common cable support structure. SkyBest may not self-provision a Direct Connect on any AT&T distribution frame, Point of Termination (POT) Bay, Digital System Cross-Connect (DSX) panel or Light Guide Cross-Connect (LGX) panel. SkyBest is solely responsible for ensuring the integrity of the signal.

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

3.6 Co-Carrier Cross Connect (CCXC)

3.6.1 A CCXC is a cross connection between SkyBest and another collocated telecommunications carrier, other than AT&T, in the same AT&T Premises. Where technically feasible, AT&T will permit SkyBest to interconnect between its Collocation Space(s) and the physical/virtual collocation space(s) of another collocated telecommunications carrier(s) within the same AT&T Premises via a CCXC, pursuant to the FCC's Rules. The other collocated telecommunications carrier's agreement must also contain CCXC rates, terms and conditions before AT&T will permit the provisioning of a CCXC between the two (2) collocated carriers. The applicable AT&T charges will be assessed to SkyBest upon SkyBest's request for the CCXC. SkyBest is prohibited from using the Collocation Space for the sole or primary purpose of cross-connecting to other collocated telecommunications carriers.

3.6.2 SkyBest must contract with an AT&T Certified Supplier to place the CCXC. The CCXC shall be provisioned using facilities owned by SkyBest. Such cross-connections to other collocated telecommunications carriers may be made using either electrical or optical facilities. SkyBest shall be responsible for providing a LOA, with the application, to AT&T from the other collocated telecommunications carrier to which it will be cross-connecting. The CCXC shall utilize AT&T

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

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

4 Occupancy

- 4.1 Space Ready Notification. AT&T will notify SkyBest in writing when the Collocation Space is ready for occupancy (Space Ready Date).
- 4.2 Acceptance Walkthrough. SkyBest will schedule and complete an acceptance walkthrough of new or additional provisioned Collocation Space with AT&T within fifteen (15) days after the Space Ready Date. AT&T will correct any identified deviations from SkyBest's original or jointly amended application within seven (7) days after the walkthrough, unless the Parties mutually agree upon a different time frame. AT&T will then establish a new Space Ready Date. Another acceptance walkthrough will be scheduled and conducted within fifteen (15) days after the new Space Ready Date. This follow-up acceptance walkthrough will be limited to only those deviations identified in the initial walkthrough. If SkyBest completes its acceptance walkthrough within the fifteen (15) day interval associated with the applicable Space Ready Date, billing will begin upon the date of SkyBest's acceptance of the Collocation Space (Space Acceptance Date). In the event SkyBest fails to complete an acceptance walkthrough within the fifteen (15) day interval associated with the applicable Space Ready Date, the Collocation Space shall be deemed accepted by SkyBest on the Space Ready Date and billing will commence from that date.
- 4.3 Early Space Acceptance. If SkyBest decides to occupy the Collocation Space prior to the Space Ready Date, the date SkyBest executes the Agreement for Customer Access and Acceptance to Unfinished Collocation Space is the date that will be deemed the Space Acceptance Date and billing will begin from that date.
- 4.4 Equipment Installation. SkyBest shall notify AT&T in writing that its collocation equipment installation is complete. SkyBest's collocation equipment installation is complete when SkyBest's equipment is connected to AT&T's network for the purpose of provisioning Telecommunication Services to SkyBest's customers. AT&T may refuse to accept any orders for cross-connects until it has received such notice from SkyBest.
- 4.5 Termination of Occupancy.
- 4.5.1 In addition to any other provisions addressing termination of occupancy in this Agreement, SkyBest

may terminate its occupancy of a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy for such Collocation Space. Such termination shall be effective upon AT&T's acceptance of the Space Relinquishment Form. Billing for monthly recurring charges will cease on the date that SkyBest and AT&T conduct an inspection of the terminated space and jointly sign off on the Space Relinquishment Form or on the date that SkyBest signs off on the Space Relinquishment Form and sends this form to AT&T, provided no discrepancies are found during AT&T's subsequent inspection of the terminated space. If the subsequent inspection by AT&T reveals any discrepancies, billing will cease on the date that AT&T and SkyBest jointly conduct an inspection, confirming that SkyBest has corrected all of the noted discrepancies identified by AT&T. A Subsequent Application Fee will not apply for the termination of occupancy; however, specific disconnect fees may apply to the services terminating to such Collocation Space. The particular disconnect fees that would apply in each state are contained in Exhibit B.

- 4.5.2 Upon termination of occupancy, SkyBest, at its sole expense, shall remove its equipment and any other property owned, leased or controlled by SkyBest from the Collocation Space. SkyBest shall have thirty (30) days from the Bona Fide Firm Order (BFFO) date (Termination Date) to complete such removal, including the removal of all equipment and facilities of SkyBest's Guest(s), unless SkyBest's Guest(s) has assumed responsibility for the Collocation Space housing the Guest(s)'s equipment and executed the appropriate documentation required by AT&T to transfer the Collocation Space to the Guest(s) prior to SkyBest's Termination Date.
- 4.5.3 SkyBest shall continue the payment of all monthly recurring charges to AT&T until the date SkyBest, and if applicable SkyBest's Guest(s), has fully vacated the Collocation Space and the Space Relinquishment Form has been accepted by AT&T. If SkyBest or SkyBest's Guest(s) fails to vacate the Collocation Space within thirty (30) days from the Termination Date, AT&T shall have the right to remove and dispose of the equipment and any other property of SkyBest or SkyBest's Guest(s), in any manner that AT&T deems fit, at SkyBest's expense and with no liability whatsoever for SkyBest's property or SkyBest's Guest(s) property.
- 4.5.4 Upon termination of SkyBest's right to occupy specific Collocation Space, the Collocation Space will revert back to AT&T's central office space inventory. SkyBest shall surrender the Collocation Space to AT&T in the same condition as when it was first occupied by SkyBest, with the exception of ordinary wear and tear, unless otherwise agreed to by the Parties. SkyBest's AT&T Certified Supplier shall be responsible for updating and making any necessary changes to AT&T's records as required by AT&T specifications including, but not limited to, AT&T's Central Office Record Drawings and ERMA Records. SkyBest shall be responsible for the cost of removing any SkyBest constructed enclosure, as well as any supporting structures (e.g., racking, conduits, power cables, etc.), by the Termination Date and restoring the grounds to their original condition.

5 Use of Collocation Space

5.1 Equipment Type

- 5.1.1 AT&T shall permit the collocation and use of any equipment necessary for interconnection to AT&T's network and/or access to AT&T's unbundled network elements in the provision of Telecommunications Services, as the term "necessary" is defined by FCC 47 C.F.R. § 51.323 (b). The primary purpose and function of any equipment collocated in an AT&T Premises must be for interconnection to AT&T's network or access to AT&T's unbundled network elements in the provision of Telecommunications Services. Equipment is necessary for interconnection if an inability to deploy that equipment would, as a practical, economical, or operational matter, preclude the requesting carrier from obtaining interconnection with AT&T at a level equal in quality to that

which AT&T obtains within its own network or what AT&T provides to any affiliate, subsidiary, or other party.

- 5.1.2 Examples of equipment that would not be considered necessary include, but are not limited to: traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, OSS equipment used to support collocated telecommunications carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. AT&T will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on an AT&T Premises must not place any greater relative burden on AT&T's property than comparable single-function equipment. AT&T reserves the right to allow the collocation of any equipment on a nondiscriminatory basis.
- 5.1.3 Such equipment must, at a minimum, meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: for Central Offices Criteria Level 1 requirements as outlined in Telcordia Special Report SR-3580, Issue 1 and for Remote Sites Criteria Level 3 requirements as outlined in the Telcordia Special report SR-3580, Issue 1. Except where otherwise required by a Commission, AT&T shall comply with the applicable FCC rules relating to denial of collocation equipment based on SkyBest's failure to comply with this Section.
- 5.1.3.1 To the extent SkyBest wishes to place equipment in its collocation that does not meet the standards set forth in 5.1.3, SkyBest may request in writing, pursuant to the Notices section of the General Terms & Conditions, a waiver to such standards. AT&T may provide a waiver in its sole discretion.
- 5.1.4 At a Remote Site, all SkyBest equipment installation shall comply with AT&T TR 73503-11h, "Grounding - Engineering Procedures". Metallic cable sheaths and metallic strength members of optical fiber cables as well as the metallic cable sheaths of all copper conductor cables shall be bonded to the designated grounding bus for the Remote Site Location. All copper conductor pairs, working and non-working, shall be equipped with a solid-state protector unit (over-voltage protection only), which has been listed by a nationally recognized testing laboratory.
- 5.2 Terminations. SkyBest shall not request more DS0, DS1, DS3 and/or optical terminations for a collocation arrangement than the total port or termination capacity of the equipment physically installed in the Collocation Space. The total capacity of the equipment collocated in the Collocation Space will include equipment contained in an application, as well as any equipment already placed in the Collocation Space. If full network termination capacity of the equipment being installed is not requested in the application submitted by SkyBest, additional network terminations for the installed equipment will require the submission of a Subsequent Application. In the event SkyBest submits an application for terminations that will exceed the total capacity of the collocated equipment, SkyBest will be informed of the discrepancy by AT&T and required to submit a revision to the application.
- 5.3 Security Interest in Equipment. Commencing with the most current calendar quarter after the Effective Date of this Agreement, and thereafter with respect to each subsequent calendar quarter during the term of this Agreement, SkyBest will, no later than thirty (30) days after the close of such calendar quarter, provide a report to ICS Collocation Product Management, Room 34th Floor, 675 W. Peachtree Street, Atlanta, Georgia 30375, listing any equipment in the Collocation Space (i) that was added during the calendar quarter to which such report pertains, and (ii) for which there is a UCC-1 lien holder or to another entity that has a secured financial interest in such equipment

(Secured Equipment). If no Secured Equipment has been installed within a given calendar quarter, no report shall be due hereunder in connection with such calendar quarter.

- 5.4 No Marketing. SkyBest shall not use the Collocation Space for marketing purposes, nor shall it place any identifying signs or markings outside the Collocation Space or on the grounds of the AT&T Premises.
- 5.5 Equipment Identification. SkyBest shall place a plaque or affix other identification (e.g., stenciling or labeling) to each piece of SkyBest's equipment, including the appropriate emergency contacts with their corresponding telephone numbers, in order for AT&T to properly identify SkyBest's equipment in the case of an emergency. For caged Collocation Space, such identification must be placed on a plaque affixed to the outside of the caged enclosure.
- 5.6 Entrance Facilities.
- 5.6.1 SkyBest may elect to place SkyBest-owned or SkyBest leased fiber entrance facilities into its Collocation Space. AT&T will designate the point of interconnection in close proximity to the AT&T Premises housing the Collocation Space, such as at an entrance manhole or a cable vault for Central Offices, which is physically accessible by both Parties. For Central Offices, SkyBest will provide and place fiber cable in the entrance manhole of sufficient length to be pulled through conduit and into the splice location. SkyBest will provide and install a sufficient length of fire retardant riser cable, to which AT&T will splice the entrance cable. The fire retardant riser cable will extend from the splice location to SkyBest's equipment in SkyBest's Collocation Space. In the event SkyBest utilizes a non-metallic, riser-type entrance facility, a splice will not be required. For Remote Terminals SkyBest will provide and place copper cable through conduit from the Remote Site Collocation Space to the feeder distribution interface. Such copper cable must be of sufficient length to reach the splice location for splicing by AT&T. SkyBest must contact AT&T for authorization and instruction prior to placing any entrance facility cable in an entrance manhole or cable vault. SkyBest is responsible for the maintenance of the entrance facilities. Nonrecurring charges for cable installation will be assessed on a per cable basis as set forth in Exhibit B upon receipt of SkyBest's BFFO. Recurring charges for the cable support structure will be billed at the rates set forth in Exhibit B.
- 5.6.2 Central Office Microwave Transmission Facilities. At SkyBest's request, AT&T will accommodate, where technically feasible and space is available, a microwave entrance facility, pursuant to separately negotiated rates, terms and conditions.
- 5.6.3 Central Office Copper and Coaxial Cable Entrance Facilities. In Florida and Georgia, AT&T shall permit SkyBest to use copper or coaxial cable entrance facilities, if approved by the Commission, but only in those rare instances where SkyBest demonstrates a necessity and entrance capacity is not at or near exhaust in a particular AT&T Premises in which SkyBest's Collocation Space is located. In Florida, SkyBest must have approval by the Commission before it submits a request for copper entrance facilities. Notwithstanding the foregoing, in the case of adjacent collocation, copper facilities may be used between the adjacent collocation arrangement and the central office demarcation point, unless AT&T determines that limited space is available for the placement of these entrance facilities.
- 5.7 Dual Entrance Facilities at a Central Office. AT&T will provide at least two (2) interconnection points at each Central Office where at least two (2) such interconnection points are available and capacity exists. Upon receipt of a request by SkyBest for dual entrance facilities to its physical Collocation Space, AT&T shall provide SkyBest with information regarding AT&T's capacity to accommodate the requested dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose or for utilization within twelve (12) months of the

receipt of an application for collocation, AT&T will make the requested conduit space available for the installation of a second entrance facility to SkyBest's Collocation Space. The location of the serving manhole(s) will be determined at the sole discretion of AT&T. Where dual entrance facilities are not available due to a lack of capacity, AT&T will provide this information to SkyBest in the Application Response.

5.8 Shared Use

5.8.1 SkyBest may utilize spare capacity on an existing telecommunications carrier's entrance facility for the purpose of obtaining an entrance facility to SkyBest's Collocation Space within the same AT&T Premises.

5.8.2 AT&T shall allow the splice, as long as the fiber is non-working dark fiber. SkyBest must arrange with AT&T in accordance with AT&T's Special Construction Procedures, RL93-11-030BT, and provide a LOA from the other telecommunications carrier authorizing AT&T to perform the splice of the SkyBest-provided riser cable to the spare capacity on the other telecommunications carrier's entrance facility. If SkyBest desires to allow another telecommunications carrier to use its entrance facilities, the telecommunications carrier must arrange with AT&T in accordance with AT&T's Special Construction Procedures, RL93-11-030BT, and provide a LOA from SkyBest authorizing AT&T to perform the splice of the telecommunications carrier's provided riser cable to the spare capacity on SkyBest's entrance facility.

5.9 Demarcation Point

5.9.1 In Tennessee, if SkyBest elects the Tennessee Regulatory Authority (TRA) rates as set forth in Exhibit C, the additional language also set forth in Exhibit C for Demarcation Point, will be effective in conjunction with the remaining terms and conditions of this Attachment.

5.9.2 AT&T will designate the point(s) of demarcation between SkyBest's equipment and/or network facilities and AT&T's network facilities. For 2-wire and 4-wire connections, the demarcation point shall be a common block on the AT&T designated conventional distribution frame. SkyBest shall be responsible for providing the common block and cabling and SkyBest's AT&T Certified Supplier shall be responsible for installing and properly labeling/stenciling the common block and any necessary cabling identified in Section 7 below. For DS1, DS3, STS1, and optical terminations, AT&T shall designate, provide, and install demarcation point hardware on a per arrangement basis. SkyBest shall be responsible for providing, and SkyBest's AT&T Certified Supplier shall be responsible for installing any necessary cabling and properly labeling/stenciling the demarcation point hardware for terminations identified in Section 7 below.

5.9.3 SkyBest or its agent must install, maintain and operate the equipment/facilities on its side of the demarcation point, pursuant to Section 5.10 below and may self-provision cross-connects that may be required within its own Collocation Space to activate service requests.

5.10 Equipment and Facilities. SkyBest, or if required by this Attachment, SkyBest's AT&T Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring and maintenance/repair of the equipment and network facilities used by SkyBest, which must be performed in compliance with all applicable AT&T specifications. Such equipment and network facilities may include, but are not limited to, cable(s), equipment, and POT connections. SkyBest and its designated AT&T Certified Supplier must follow and comply with all AT&T specifications outlined in the following AT&T Technical Requirements: TR 73503, TR 73519, TR 73572 and TR 73564.

5.11 AT&T's Access to Collocation Space

5.11.1 From time to time, AT&T may require access to SkyBest's Collocation Space. AT&T retains the right to access SkyBest's Collocation Space for the purpose of making AT&T equipment and building modifications (e.g., installing, altering or removing racking, ducts, electrical wiring, HVAC, and cabling). In such cases, AT&T will give notice to SkyBest at least forty-eight (48) hours before access to SkyBest's Collocation Space is required. SkyBest may elect to be present whenever AT&T performs work in the SkyBest's Collocation Space. The Parties agree that SkyBest will not bear any of the expense associated with this type of work.

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

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

5.12 SkyBest's Access

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

5.12.2 SkyBest must submit to AT&T the completed Access Control Request Form for all employees, suppliers, agents or Guests requiring access to an AT&T Premises at least thirty (30) days prior to the date SkyBest desires to gain access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, SkyBest may submit a request for its one (1) free accompanied site visit to its designated Collocation Space at any time subsequent to AT&T's receipt of the BFFO. In the event SkyBest desires access to its designated Collocation Space after the first accompanied free visit and SkyBest's access request form(s) has not been approved by AT&T or SkyBest has not yet submitted an access request form to AT&T, SkyBest shall be permitted to access the Collocation Space accompanied by an AT&T security escort, at SkyBest's expense, which will be assessed pursuant to the Security Escort fees contained in Exhibit B. SkyBest must request that escorted access be provided by AT&T to SkyBest's designated Collocation Space at least three (3) business days prior to the date such access is desired. An

AT&T security escort will be required whenever SkyBest or its approved agent or supplier requires access to the entrance manhole.

- 5.13 Lost or Stolen Access Devices. SkyBest shall immediately notify AT&T in writing when any of its Access Devices have been lost or stolen. If it becomes necessary for AT&T to re-key buildings or deactivate an Access Device as a result of a lost or stolen Access Device(s) or for failure of SkyBest's employees, suppliers, agents or Guest(s) to return an Access Device(s), SkyBest shall pay for the costs of re-keying the building or deactivating the Access Device(s).
- 5.14 Interference or Impairment
- 5.14.1 Notwithstanding any other provisions of this Attachment, SkyBest shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that (1) significantly degrades, interferes with or impairs service provided by AT&T or any other entity or any person's use of its telecommunications services; (2) endangers or damages the equipment, facilities or any other property of AT&T or any other entity or person; (3) compromises the privacy of any communications routed through the AT&T Premises; or (4) creates an unreasonable risk of injury or death to any individual or to the public. If AT&T reasonably determines that any equipment or facilities of SkyBest violates the provisions of this paragraph, AT&T shall provide written notice to SkyBest, which shall direct SkyBest to cure the violation within forty-eight (48) hours of SkyBest's receipt of written notice or, if such cure is not feasible, at a minimum, to commence curative measures within twenty-four (24) hours and exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to conduct an inspection of the Collocation Space.
- 5.14.2 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if SkyBest fails to cure the violation within forty-eight (48) hours or, if such cure is not possible, to commence curative action within twenty-four (24) hours and exercise reasonable diligence to complete such action as soon as possible, or if the violation is of a character that poses an immediate and substantial threat of damage to property or injury or death to any person, or any other significant degradation, interference or impairment of AT&T's or another entity's service, then and only in that event, AT&T may take such action as it deems necessary to eliminate such threat including, without limitation, the interruption of electrical power to SkyBest's equipment and/or facilities. AT&T will endeavor, but is not required, to provide notice to SkyBest prior to the taking of such action and AT&T shall have no liability to SkyBest for any damages arising from such action, except to the extent that such action by AT&T constitutes willful misconduct.
- 5.14.3 For purposes of this Section, the term "significantly degrades" shall be defined as an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and SkyBest fails to cure the violation within forty-eight (48) hours, or if such cure is not possible, to commence curative action within twenty-four (24) hours and exercise reasonable diligence to complete such action as soon as possible, AT&T will establish before the appropriate Commission that the technology deployed is causing the significant degradation. Any claims of network harm presented to SkyBest or, if subsequently necessary, the Commission must be provided by AT&T with specific and verifiable information. When AT&T demonstrates that a certain technology deployed by SkyBest is significantly degrading the performance of other advanced services or traditional voice band services, SkyBest shall discontinue deployment of that technology and migrate its customers to other technologies that will not significantly degrade the performance of such services. Where the only degraded service itself

is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that it is acceptable for deployment, pursuant to 47 C.F.R. § 51.230, the degraded service shall not prevail against the newly-deployed technology.

- 5.15 Personalty and Its Removal. Facilities and equipment placed by SkyBest in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personal property and may be removed by SkyBest at any time. Any damage caused to the Collocation Space by SkyBest's employees, suppliers, agents or Guests during the installation or removal of such property shall be promptly repaired by SkyBest at its sole expense. If SkyBest decides to remove equipment and/or facilities from its Collocation Space and the removal requires no physical work be performed by AT&T and SkyBest's physical work includes, but is not limited to, power reduction, cross-connects, or tie pairs, AT&T will bill SkyBest the Administrative Only Application Fee associated with the type of removal activity performed by SkyBest, as set forth in Exhibit B. This nonrecurring fee will be billed on the date that AT&T provides an Application Response to SkyBest.
- 5.16 Alterations. Under no condition shall SkyBest or any person acting on behalf of SkyBest make any rearrangement, modification, augment, improvement, addition, and/or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the AT&T Premises, hereinafter referred to individually or collectively as "Alterations", without the express written consent of AT&T, which shall not be unreasonably withheld. The cost of any such Alteration shall be paid by SkyBest. An Alteration shall require the submission of a Subsequent Application and will result in the assessment of the applicable application fee associated with the type of alteration requested, as set forth in Sections 6.2.1 and 7.1.4 below, which will be billed by AT&T on the date that AT&T provides SkyBest with an Application Response.
- 5.17 Central Office Janitorial Service. SkyBest shall be responsible for the general upkeep of its Collocation Space. SkyBest shall arrange directly with an AT&T Certified Supplier for janitorial services applicable to caged Collocation Space. Upon request, AT&T shall provide a list of such suppliers on an AT&T Premises-specific basis.
- 5.18 Upkeep of Remote Collocation Space. SkyBest shall be responsible for the general upkeep and cleaning of the Remote Collocation Space. SkyBest shall be responsible for removing any of SkyBest's debris from the Remote Collocation Space and from in and around the Remote Site Location on each visit.
- 6 Ordering and Preparation of Collocation Space**
- 6.1 Initial Application. For SkyBest's or SkyBest's Guest's(s') initial equipment placement, SkyBest shall input a physical Expanded Interconnection Application Document (Initial Application) for physical Collocation Space directly into AT&T's electronic application (e.App) system for processing. The Initial Application is considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the Initial Application are completed with the appropriate type of information. An Initial Application Fee, as set forth in Exhibit B, will apply to each Initial Application submitted by SkyBest for Central Office or Remote Site Collocation, as applicable, and will be billed by AT&T on the date AT&T provides SkyBest with an Application Response.
- 6.1.1 For Remote Site Collocation, a request for additional space at a later date will require the submission of an Initial Application. The installation of additional shelves/equipment within an existing bay does not require an Initial Application.

- 6.2 Subsequent Application. In the event SkyBest or SkyBest's Guest(s) desires to modify its use of the Collocation Space in a Central Office after a BFFO, SkyBest shall complete an application that contains all of the detailed information associated with a requested Alteration of the Collocation Space, as defined in Section 5.15 above (Subsequent Application). The Subsequent Application will be considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the Subsequent Application have been completed with the appropriate type of information associated with the requested Alteration. AT&T shall determine what modifications, if any, to the AT&T Premises are required to accommodate the change(s) requested by SkyBest in the Subsequent Application. Such modifications to the AT&T Premises may include, but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.
- 6.2.1 Subsequent Application Fees. The application fee paid by SkyBest for an Alteration in a Central Office shall be dependent upon the level of assessment needed to provide a complete Application Response for the Alteration requested. Where the Subsequent Application does not require provisioning or construction work, but requires AT&T to perform an administrative activity, an Administrative Only Application Fee shall apply as set forth in Exhibit B. The Administrative Only Application Fee will apply to Subsequent Applications associated with a transfer of ownership of the Collocation Space, the addition, exchange or removal of equipment from the Collocation Space (where the removal requires no physical work to be performed by AT&T which require no additional space, power or terminations to be provided to SkyBest's collocation arrangement), and a virtual-to-physical conversion (in place). The Co-Carrier Cross Connect/Direct Connect Application Fee will apply when SkyBest submits a Subsequent Application for a direct connection between its own physical and virtual Collocation Space(s) in the same AT&T Central Office or between its physical or virtual Collocation Space and that of another collocated telecommunications carrier within the same AT&T Central Office. In Florida and Tennessee, the Power Reconfiguration Only Application Fee will apply when SkyBest submits a Subsequent Application that reflects only an upgrade or reduction in the amount of power that AT&T is currently providing to SkyBest's physical Collocation Space in a Central Office. The fee for a Subsequent Application, for which the Alteration requested has limited effect (e.g., requires limited assessment and sufficient cable support structure, HVAC, power and terminations are available), shall be the Subsequent Application Fee, as set forth in Exhibit B. The appropriate nonrecurring application fee will be billed on the date that AT&T provides SkyBest with an Application Response.
- 6.3 Space Preferences. If SkyBest has previously requested and received a Space Availability Report for the AT&T Premises, SkyBest may submit up to three (3) space preferences on its application by identifying the specific space identification numbers referenced on the Space Availability Report for the space it is requesting. In the event AT&T cannot accommodate SkyBest's space preference(s), SkyBest may accept the space allocated by AT&T or cancel its application and submit another application requesting additional space preferences for the same AT&T Premises. This application will be treated as a new application and the appropriate application fee will apply. The application fee will be billed by AT&T on the date that AT&T provides SkyBest with an Application Response.
- 6.4 Space Availability Notification
- 6.4.1 For all states except Florida and Tennessee, AT&T will respond to an application within ten (10) days as to whether space is available or not available within the requested AT&T Premises. In Florida and Tennessee, AT&T will respond to an application within fifteen (15) days as to whether space is available or not available within an AT&T Premises. AT&T's e.App system will reflect when SkyBest's application is Bona Fide. If the application cannot be Bona Fide, AT&T will identify

what revisions are necessary for the application to become Bona Fide.

- 6.4.2 If the amount of space requested is not available, AT&T will notify SkyBest of the amount of space that is available and no application fee will apply. When AT&T's response includes an amount of space less than that requested by SkyBest or space that is configured differently, no application fee will apply. If SkyBest decides to accept the available space, SkyBest must resubmit its application to reflect the actual space available, including the configuration of the space, prior to submitting a BFFO. When SkyBest resubmits its application to accept the available space, AT&T will bill SkyBest the appropriate application fee.
- 6.5 Denial of Application. If AT&T notifies SkyBest that no space is available (Denial of Application), AT&T will not assess an application fee to SkyBest. After notifying SkyBest that AT&T has no available space in the requested AT&T Premises, AT&T will allow SkyBest, upon request, to tour the entire AT&T Premises within ten (10) days of such Denial of Application. In order to schedule this tour, AT&T must receive the request for the tour of the AT&T Premises within five (5) days of the Denial of Application.
- 6.6 Petition for Waiver. Upon Denial of Application, AT&T will timely file a petition with the appropriate Commission pursuant to 47 U.S.C. § 251(c)(6). AT&T shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, AT&T or any of AT&T's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, AT&T shall permit SkyBest to inspect any floor plans or diagrams that AT&T provides to the Commission.
- 6.7 Waiting List
- 6.7.1 On a first-come, first-serve basis, which is governed by the date of receipt of an application or Letter of Intent, AT&T will maintain a waiting list of requesting telecommunications carriers that have either received a Denial of Application or, where it is publicly known that an AT&T Premises is out of space, have submitted a Letter of Intent to collocate in that AT&T Premises. AT&T will notify each telecommunications carrier on the waiting list that can be accommodated by the amount of space that becomes available, according to the position of the telecommunications carrier on said waiting list.
- 6.7.2 In Florida, on a first-come, first-serve basis, which is governed by the date of receipt of an application or Letter of Intent, AT&T will maintain a waiting list of requesting telecommunications carriers that have either received a Denial of Application or, where it is publicly known that an AT&T Premises is out of space, have submitted a Letter of Intent to collocate in that AT&T Premises. Sixty (60) days prior to space becoming available, if known, AT&T will notify the Commission and the telecommunications carriers on the waiting list by mail when space will become available. If AT&T does not know sixty (60) days in advance of when space will become available, AT&T will notify the Commission and the telecommunications carriers on the waiting list within two (2) business days of the determination that space will become available. A telecommunications carrier that, upon denial of physical Collocation Space, requests virtual Collocation Space shall automatically be placed on the waiting list for physical Collocation Space that may become available in the future.
- 6.7.3 When physical Collocation Space becomes available, SkyBest must submit an updated, complete and accurate application to AT&T within thirty (30) days of notification by AT&T that physical Collocation Space will be available in the requested AT&T Premises previously out of space. If SkyBest has originally requested caged Collocation Space and cageless Collocation Space becomes available, SkyBest may refuse such space and notify AT&T in writing, within the thirty

(30) day timeframe referenced above, that SkyBest wishes to maintain its place on the waiting list for caged physical Collocation Space, without accepting the available cageless Collocation Space.

- 6.7.4 SkyBest may accept an amount of space less than what it originally requested by submitting an application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If SkyBest does not submit an application or notify AT&T in writing within the thirty (30) day timeframe as described in Section 6.7.2 above, AT&T will offer the available space to the next telecommunications carrier on the waiting list and remove SkyBest from the waiting list. Upon request, AT&T will advise SkyBest as to its position on the waiting list for a particular AT&T Premises.
- 6.8 Public Notification. AT&T will maintain on its Wholesale – Southeast Region Web site, a notification document that will indicate all AT&T Premises that are without available space. AT&T shall update such document within ten (10) days of the date that AT&T becomes aware that insufficient space is available to accommodate physical Collocation. AT&T will also post a document on its Wholesale – Southeast Region Web site that contains a general notice when space becomes available in an AT&T Premises previously on the space exhaust list.
- 6.9 Application Response
- 6.9.1 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina and South Carolina, when space has been determined to be available for physical (caged or cageless) Collocation arrangements, AT&T will provide an Application Response within twenty (20) days of receipt of a Bona Fide application. The Application Response will be a written response that includes sufficient information to enable SkyBest to place a Firm Order, which, at a minimum, will include the configuration of the space, the Cable Installation Fee, the Cable Records Fee, and any other applicable space preparation fees, as described in Section 8 below.
- 6.9.2 In Florida and Tennessee, within fifteen (15) days of receipt of a Bona Fide application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, AT&T will provide an Application Response including sufficient information to enable SkyBest to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, the Cable Records Fee and any other applicable space preparation fees, as described in Section 8 below. When SkyBest submits ten (10) or more applications within ten (10) days, the initial fifteen (15) day response interval will increase by ten (10) days for every additional ten (10) applications or fraction thereof.
- 6.10 Application Modifications. If a modification or revision is made to any information in the Bona Fide application after AT&T has provided the Application Response and prior to a BFFO, with the exception of modifications to (1) Customer Information, (2) Contact Information or (3) Billing Contact Information, whether at the request of SkyBest or as necessitated by technical considerations, the application shall be considered a new application and handled as a new application with respect to the response and provisioning intervals. AT&T will charge SkyBest the appropriate application fee associated with the level of assessment performed by AT&T, pursuant to Sections 6.1 and 6.2 above.
- 6.11 Bona Fide Firm Order
- 6.11.1 SkyBest shall indicate its intent to proceed with a Collocation Space request in an AT&T Premises by submitting a BFFO to AT&T. The BFFO must be received by AT&T no later than thirty (30) days after AT&T's Application Response to SkyBest's Bona Fide application or SkyBest's application will expire.

- 6.11.2 AT&T will establish a Firm Order date based upon the date AT&T is in receipt of SkyBest's BFFO. AT&T will acknowledge the receipt of SkyBest's BFFO within seven (7) days of receipt, so that SkyBest will have positive confirmation that its BFFO has been received. AT&T's response to a BFFO will include a Firm Order Confirmation, which contains the firm order date. No revisions may be made to a BFFO.

7 Construction and Provisioning

7.1 Construction and Provisioning Intervals

- 7.1.1 In Florida and Tennessee, AT&T will complete construction of physical Collocation Space as soon as possible within a maximum of ninety (90) days from receipt of a BFFO or as agreed to by the Parties. For virtual Collocation Space, AT&T will complete construction as soon as possible within a maximum of sixty (60) days from receipt of a BFFO or as agreed to by the Parties. For Alterations requested to Collocation Space after the initial space has been completed, AT&T will complete construction for Collocation Space as soon as possible within a maximum of forty-five (45) days from receipt of a BFFO or as agreed to by the Parties, as long as no additional space has been requested by SkyBest. If additional space has been requested by SkyBest, AT&T will complete construction for the requested Collocation Space as soon as possible within a maximum of ninety (90) days from receipt of a BFFO for physical Collocation Space and forty five (45) days from receipt of a BFFO for virtual Collocation Space. If AT&T does not believe that construction will be completed within the relevant provisioning interval and AT&T and SkyBest cannot agree upon a completion date, within forty-five (45) days of receipt of the BFFO for an initial request, or within thirty (30) days of receipt of the BFFO for an Alteration, AT&T may seek an extension from the Commission.
- 7.1.2 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina and South Carolina, AT&T will complete construction for caged physical Collocation Space under ordinary conditions as soon as possible within a maximum of ninety (90) days from receipt of a BFFO or as agreed to by the Parties. AT&T will complete construction for cageless physical Collocation Space under ordinary conditions as soon as possible within a maximum of sixty (60) days from receipt of a BFFO and ninety (90) days from receipt of a BFFO for extraordinary conditions, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes required to AT&T's support systems. (Examples include, but are not limited to: minor modifications to HVAC, cabling and AT&T's power plant.) Extraordinary conditions include, but may not be limited to: major AT&T equipment rearrangements or additions; power plant additions or upgrades; major mechanical additions or upgrades; major upgrades for ADA compliance; environmental hazards or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval for the Collocation Space requested or AT&T may seek a waiver from the ordered interval, as set forth above, from the appropriate Commission, if AT&T does not believe that construction will be completed within the relevant provisioning interval.
- 7.1.3 Records Only Change. When SkyBest adds equipment, that was originally included on SkyBest's Initial Application or a Subsequent Application, and the installation of this equipment requires no additional space preparation work or cable terminations on the part of AT&T, then AT&T will impose no additional charges or intervals.
- 7.1.4 For Central Offices in the states of Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, AT&T will provide the reduced intervals outlined below to SkyBest, when SkyBest requests an Alteration specifically identified in Sections 7.1.4.1 through 7.1.4.9

below as an “Augment”. Except as otherwise set forth in Section 7.1.4.10 below, such Augment will require a Subsequent Application and will result in the assessment of the appropriate application fee associated with the type of Augment requested by SkyBest. AT&T will assess the appropriate nonrecurring application fee set forth in Exhibit B on the date that it provides an Application Response to SkyBest.

- 7.1.4.1 Simple Augments will be completed within twenty (20) days after receipt of the BFFO for an:
- Extension of Existing AC Circuit Capacity within Arrangement where Sufficient Circuit Capacity is Available
 - Fuse Change and/or Increase or Decrease -48 Volt (-48V) DC Power
- 7.1.4.2 Minor Augments will be completed within forty-five (45) days after receipt of the BFFO for:
- 168 DS1 Terminations at the AT&T Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
 - 96 DS3 Terminations at the AT&T Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
 - 99 Fiber terminations at the AT&T Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
 - Maximum of 2000 Service Ready DS0 Terminations at the AT&T Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
- 7.1.4.3 Intermediate Augments will be completed within sixty (60) days after receipt of the BFFO for:
- 168 DS1s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure, as Required)
 - 96 DS3s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure, as Required)
 - 99 Fiber Terminations (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure, as Required)
 - 2000 DS0s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure, as Required)
 - Installation of Cable Racking or Other Support Structure, as Required, to Support CCXCs (Adequate Floor or Ceiling Structural Capacity Exists and Support/Protection structure for Fiber Patch Cord is Excluded)
- 7.1.4.4 Major Augments of physical Collocation Space will be completed within ninety (90) days after BFFO. All requests for additional Physical Collocation Space (caged or cageless) are included in this category.
- 7.1.4.5 Major Augments of virtual Collocation Space will be completed within seventy-five (75) days after BFFO. This category includes all requests for additional virtual Collocation Space.
- 7.1.4.6 If SkyBest submits an Augment that includes two (2) Augment items from the same category in either Sections 7.1.4.1, 7.1.4.2 or 7.1.4.3 above, the provisioning interval associated with the next highest Augment category will apply (e.g., if two (2) items from the Minor Augment category are requested on the same request, then an interval of sixty (60) days from the receipt of the BFFO would apply, which is the interval associated with the Intermediate Augment category).
- 7.1.4.7 If SkyBest submits an Augment that includes three (3) Augment items from the same category in

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

- 7.1.4.8 If SkyBest submits an Augment that includes one (1) Augment item from two (2) separate categories in Sections 7.1.4.1, 7.1.4.2 and 7.1.4.3 above, the Augment interval associated with the highest Augment category will apply (e.g., if an item from the Minor Augment category and an item from the Intermediate Augment category are requested on the same request, then an interval of sixty (60) days from the receipt of the BFFO would apply, which is the interval associated with the Intermediate Augment category).
- 7.1.4.9 All Augments not expressly included in the Simple, Minor, Intermediate or Major Augment categories, as outlined above, will be placed into the appropriate category as negotiated by SkyBest and AT&T. If SkyBest and AT&T are unable to determine the appropriate category through negotiation, then the appropriate Major Augment category, identified in Sections 7.1.4.4 and Section 7.1.4.5 above, would apply based on whether the Augment is for SkyBest's physical or virtual Collocation Space.
- 7.1.4.10 Individual application fees associated with Simple, Minor and Intermediate Augments are contained in Exhibit B. If SkyBest requests multiple items from different Augment categories, AT&T will bill SkyBest the Augment application fee, as identified in Exhibit B, associated with the higher Augment category only. The appropriate application fee will be assessed to SkyBest at the time AT&T provides SkyBest with the Application Response. SkyBest will be assessed a Subsequent Application Fee for all Major Augments (Major Augments are defined above in Sections 7.1.4.4 and 7.1.4.5 above for physical and virtual Collocation Space, respectively). The Subsequent Application Fee is also reflected in Exhibit B.
- 7.2 Joint Planning. Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between AT&T and SkyBest will commence within a maximum of twenty (20) days from AT&T's receipt of a BFFO. At such meeting, the Parties will agree to the preliminary design of the Collocation Space and the equipment configuration requirements, as reflected in the application and affirmed in the BFFO.
- 7.3 Permits. Each Party, its agent(s) or AT&T Certified Supplier(s) will diligently pursue filing for the permits required for the scope of work to be performed by that Party, its agent(s) or AT&T Certified Supplier(s) within ten (10) days of the completion of the finalized construction design and specifications.
- 7.4 Central Office Circuit Facility Assignments
- 7.4.1 Unless otherwise specified, AT&T will provide Circuit Facility Assignments (CFAs) to SkyBest prior to the applicable provisioning interval set forth herein (Provisioning Interval) for those AT&T Premises in which SkyBest has physical Collocation Space with no POT bay or with a grandfathered POT bay provided by AT&T. AT&T cannot provide CFAs to SkyBest prior to the Provisioning Interval for those AT&T Premises in which SkyBest has physical Collocation Space with a POT bay provided by SkyBest or virtual Collocation Space, until SkyBest has provided AT&T with the following information:

- 7.4.1.1 For physical Central Office Collocation Space with a SkyBest-provided POT bay, SkyBest shall provide AT&T with a complete layout of the POT panels on an Equipment Inventory Update (EIU) form that shows the locations, speeds, etc.; or
- 7.4.1.2 For virtual Central Office Collocation Space, SkyBest shall provide AT&T with a complete layout of SkyBest's equipment on an EIU form, that includes the locations of the low speed ports and the specific frame terminations to which the equipment will be wired by SkyBest's AT&T Certified Supplier.
- 7.4.2 AT&T cannot begin work on the CFAs until the complete and accurate EIU form has been received from SkyBest. If the EIU form is provided within ten (10) days prior to the ending date of the Provisioning Interval, then the CFAs will be made available by the ending date of the Provisioning Interval. If the EIU form is not received ten (10) days prior to the ending date of the Provisioning Interval, then the CFAs will be provided within ten (10) days of AT&T's receipt of the EIU form.
- 7.4.3 AT&T will bill SkyBest a nonrecurring charge, as set forth in Exhibit B, each time SkyBest requests a resend of its original CFA information for any reason other than an AT&T error in the CFAs initially provided to SkyBest.
- 7.5 Use of AT&T Certified Supplier. SkyBest shall select a supplier which has been approved as an AT&T Certified Supplier to perform all engineering and installation work. SkyBest, if an AT&T Certified Supplier or SkyBest's AT&T Certified Supplier must follow and comply with all of AT&T's specifications and the following AT&T Technical Requirements: TR 73503, TR 73519, TR 73572 and TR 73564. Unless the AT&T Certified Supplier has met the requirements for all of the required work activities, SkyBest must use a different AT&T Certified Supplier for the work activities associated with transmission equipment, switching equipment and power equipment. AT&T shall provide SkyBest with a list of AT&T Certified Suppliers, upon request. SkyBest, if an AT&T Certified Supplier, or SkyBest's AT&T Certified Supplier(s) shall be responsible for installing SkyBest's equipment and associated components, extending power cabling to the AT&T power distribution frame, performing operational tests after installation is complete, and notifying AT&T's equipment engineers and SkyBest upon successful completion of the installation and any associated work. When an AT&T Certified Supplier is used by SkyBest, the AT&T Certified Supplier shall bill SkyBest directly for all work performed for SkyBest pursuant to this Attachment. AT&T shall have no liability for nor responsibility to pay, such charges imposed by SkyBest's AT&T Certified Supplier. AT&T shall make available its supplier certification program to SkyBest or any supplier proposed by SkyBest and will not unreasonably withhold certification. All work performed by or for SkyBest shall conform to generally accepted industry standards.
- 7.6 Alarms and Monitoring. AT&T shall place environmental alarms in the AT&T Premises for the protection of AT&T equipment and facilities. SkyBest shall be responsible for the placement, monitoring and removal of environmental and equipment alarms used to service SkyBest's Collocation Space. Upon request, AT&T will provide SkyBest with an applicable AT&T tariffed service(s) to facilitate remote monitoring of collocated equipment by SkyBest. Both Parties shall use best efforts to notify the other of any verified environmental condition (e.g., temperature extremes or excess humidity) known to that Party.
- 7.7 Virtual to Physical Relocation. In the event physical Collocation Space was previously denied at an AT&T Central Office due to technical reasons or space limitations and physical Collocation Space has subsequently become available, SkyBest may relocate its existing virtual Collocation arrangement(s) to a physical Collocation arrangement(s) and pay the appropriate fees associated with the rearrangement or reconfiguration of the services being terminated into the virtual Collocation arrangement, as set forth in Exhibit B. If AT&T knows when additional physical

Collocation Space may become available at the AT&T Central Office requested by SkyBest, such information will be provided to SkyBest in AT&T's written denial of physical Collocation Space. SkyBest must arrange with an AT&T Certified Supplier for the relocation of equipment from a virtual Collocation Space to a physical Collocation Space and will bear the cost of such relocation, including the costs associated with moving the services from the virtual Collocation Space to the new physical Collocation Space.

- 7.7.1 In Alabama, AT&T will complete a relocation of a virtual collocation arrangement to a cageless physical collocation arrangement within sixty (60) days from AT&T's receipt of a BFFO and from a virtual collocation arrangement to a caged physical collocation arrangement within ninety (90) days from AT&T's receipt of a BFFO.

7.8 Virtual to Physical Conversion (In-Place)

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

- 7.8.2 In Alabama and Tennessee, AT&T will complete virtual to physical conversions (in place) within thirty (30) days from receipt of the BFFO as long as the conversion meets all of the criteria specified in Section 7.8.1 above.

- 7.9 Cancellation. Unless otherwise specified in this Attachment, if at any time prior to Space Acceptance, SkyBest cancels its order for Collocation Space (Cancellation), AT&T will bill the applicable nonrecurring charge(s) for any and all work processes for which work has begun or been completed. In Florida, if SkyBest cancels its order for Collocation Space at any time prior to the Space Ready Date, no cancellation fee shall be assessed by AT&T; however, SkyBest will be responsible for reimbursing AT&T for any costs specifically incurred by AT&T on behalf of SkyBest up to the date that the written notice of cancellation was received by AT&T. In Georgia, if SkyBest cancels its order for Collocation Space at any time prior to space acceptance, AT&T will bill SkyBest for all costs incurred prior to the date of Cancellation and for any costs incurred as a direct result of the Cancellation, not to exceed the total amount that would have been due had the Firm Order not been canceled.

- 7.10 Licenses. SkyBest, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, permits, licenses and certificates necessary or required to operate as a provider of telecommunications services to the public or to build-out, equip and/or occupy Collocation Space in an AT&T Premises.

- 7.11 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified in Exhibit A attached hereto.

8 Rates and Charges

- 8.1 Rates. SkyBest agrees to pay the rates and charges identified in Exhibit B attached hereto.

- 8.1.1 In Tennessee, if SkyBest elects the TRA rates as set forth in Exhibit C, the additional language

also set forth in Exhibit C for Application Fee, Space Preparation, Floor Space and Caged Collocation Power Usage metering, will be effective in conjunction with the remaining terms and conditions of this Attachment.

- 8.1.2 Should SkyBest elect to transition to the TRA Option after the execution of this Agreement, SkyBest shall notify AT&T in writing sixty (60) days prior to the implementation of this election.
- 8.2 Application Fees. AT&T shall assess any nonrecurring application fees within thirty (30) days of the date that AT&T provides an Application Response to SkyBest or on SkyBest's next scheduled monthly billing statement.
- 8.3 Recurring Charges
- 8.3.1 If SkyBest has met the applicable fifteen (15) day acceptance walk through interval specified in Section 4.2 above, billing for recurring charges will begin upon the Space Acceptance Date. In the event SkyBest fails to complete an acceptance walk through within the applicable fifteen (15) day interval, billing for recurring charges will commence on the Space Ready Date. If SkyBest occupies the space prior to the Space Ready Date, the date SkyBest occupies the space is deemed the Space Acceptance Date and billing for recurring charges will begin on that date. The billing for all applicable monthly recurring charges will begin in SkyBest's next billing cycle and will include any prorated charges for the period from SkyBest's Space Acceptance Date or Space Ready Date, whichever is appropriate pursuant to Section 4.2 above, to the date the bill is issued by AT&T.
- 8.3.2 Unless otherwise stated in Section 8.9 below, monthly recurring charges for -48V DC power will be assessed per fused ampere (amp), per month, based upon the total number of fused amps of power capacity requested by SkyBest on SkyBest's Initial Collocation Application and all Subsequent Collocation Applications, which may either increase or decrease the originally requested, and any subsequently augmented, number of fused amps of power capacity requested, consistent with Commission orders.
- 8.3.3 AT&T shall have the right to inspect and inventory any DC power fuse installations at an AT&T BDFB or DC power circuit installations at AT&T's main power board for any SkyBest collocation arrangement, to verify that the total number of fused amps of power capacity installed by SkyBest's AT&T Certified Supplier matches the number of fused amps of DC power capacity requested by SkyBest on SkyBest's Initial Application and all Subsequent Applications. If AT&T determines that SkyBest's AT&T Certified Supplier has installed more DC capacity than SkyBest requested on its Initial Application and all Subsequent Applications, AT&T shall notify SkyBest in writing of such discrepancy and shall assess SkyBest for the additional DC power fuse/circuit capacity from the Space Acceptance Date or Space Ready Date, whichever is applicable pursuant to Section 8.3.1 above, for the most recent Initial Application or Subsequent Application, submitted for such collocation arrangement. AT&T shall also revise SkyBest's recurring DC power charges, on a going-forward basis, to reflect the higher number of fused amps of power capacity available for the collocation arrangement.
- 8.4 Nonrecurring Charges. Unless specified otherwise herein, AT&T shall assess nonrecurring charges, including all application fees, within thirty (30) days of the date that AT&T provides an Application Response to SkyBest or on SkyBest's next scheduled monthly billing statement, if SkyBest's current month's billing cycle has already closed. Nonrecurring charges associated with the processing of the Firm Order for collocation space preparation (Firm Order Processing Fee) shall be billed by AT&T within thirty (30) days of AT&T's confirmation of SkyBest's BFFO or on SkyBest's next scheduled monthly billing statement.

- 8.5 In some cases, Commissions have ordered AT&T to separate its disconnect costs and its installation costs into two separate nonrecurring charges. Accordingly, unless otherwise noted in this Agreement, the Commission ordered disconnect charges will be applied at the time the disconnect activity is performed by AT&T, regardless of whether or not a disconnect order is issued by SkyBest. Disconnect charges are set forth in Exhibit B of this Attachment.
- 8.6 Central Office Space Preparation. Space preparation fees consist of a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications and Common Systems Modifications. For all states except Florida, SkyBest shall remit the payment of the nonrecurring Firm Order Processing Fee coincident with the submission of SkyBest's BFFO. In Florida, the nonrecurring Firm Order Processing Fee will be billed by AT&T, pursuant to Section 8.4 above. The monthly recurring charge for Central Office Modifications will be assessed per arrangement, per square foot, for both caged and cageless physical Collocation Space. The monthly recurring charge for Common Systems Modifications will be assessed per arrangement, per square foot for cageless physical Collocation Space and on a per cage basis for caged physical Collocation Space. These charges recover the costs associated with preparing the Collocation Space, which includes, but is not limited to, the following items: a survey, engineering of the Collocation Space, and design and modification costs for network, building and support systems.
- 8.7 Central Office Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the AT&T Premises; however, this charge does not include any expenses associated with AC or DC power supplied to SkyBest's Collocation Space for the operation of SkyBest's equipment. For caged physical Collocation Space, SkyBest shall pay floor space charges based upon the number of square feet enclosed. The minimum size for caged Collocation Space is fifty (50) square feet. Additional caged Collocation Space may be requested in increments of fifty (50) square feet. For cageless Collocation Space, SkyBest shall pay floor space charges based upon the following floor space calculation: $[(\text{depth of the equipment lineup in which the rack is placed}) + (0.5 \times \text{maintenance aisle depth}) + (0.5 \times \text{wiring aisle depth})] \times (\text{width of rack and spacers})$. For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. AT&T will assign cageless Collocation Space in conventional equipment rack lineups where feasible. In the event SkyBest's collocated equipment requires special cable racking, an isolated ground plane, or any other considerations and treatment which prevents placement within conventional equipment rack lineups, SkyBest shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement.
- 8.8 Remote Site Bay Space. In a Remote Site, the bay space charge recovers the costs associated with air conditioning, ventilation and other allocated expenses for the maintenance of the Remote Site Location, and includes the amperage necessary to power SkyBest's equipment. SkyBest shall remit bay space charges based upon the number of bays requested. AT&T will assign Remote Site Collocation Space in conventional Remote Site bay lineups where feasible.
- 8.9 Power
- 8.9.1 In a Central Office AT&T shall make available -48V DC power for SkyBest's Collocation Space at an AT&T BDFB. When obtaining DC power from an AT&T BDFB, SkyBest's fuses and power cables (for the A & B feeds) must be engineered (sized), and installed by SkyBest's AT&T Certified Supplier, in accordance with the number of fused amps of DC power requested by SkyBest on SkyBest's Initial Application and any Subsequent Applications. SkyBest is also responsible for contracting with an AT&T Certified Supplier to run the power distribution feeder cable from the AT&T BDFB to the equipment in SkyBest's Collocation Space. The AT&T Certified Supplier

contracted by SkyBest must provide AT&T with a copy of the engineering power specifications prior to the day on which SkyBest's equipment becomes operational (hereinafter "Commencement Date"). AT&T will provide the common power feeder cable support structure between the AT&T BDFB and SkyBest's Collocation Space. SkyBest shall contract with an AT&T Certified Supplier who shall be responsible for performing those power provisioning activities required to enable SkyBest's equipment to become operational, which may include, but are not limited to, the installation, removal or replacement of the following: dedicated power cable support structure within SkyBest's Collocation Space, power cable feeds and terminations of the power cabling. SkyBest and SkyBest's AT&T Certified Supplier shall comply with all applicable NEC, AT&T TR 73503, Telcordia and ANSI Standards that address power cabling, installation and maintenance.

- 8.9.1.1 At a Remote Site, AT&T shall make available -48V DC power for SkyBest's Remote Collocation Space at a BDFB within the Remote Site Location. The charge for power shall be assessed as part of the recurring charge for bay space, as referenced in Section 8.8 above. If the power requirements for SkyBest's equipment exceed the capacity available, then such additional power requirements shall be assessed on an individual case basis.
- 8.9.2 In Florida Central Offices only, subject to technical feasibility, commercial availability and safety limitations, AT&T will permit SkyBest to request DC power in five (5) amp increments from five (5) amps up to one hundred (100) amps from the AT&T BDFB. However, in accordance with industry standard fuse sizing, SkyBest may request that AT&T provision DC power of seventy (70) amps or greater directly from AT&T's main power board. The industry standard fuse size (which is a circuit breaker on the main power board) available at an AT&T main power board in all AT&T Premises is a two hundred twenty-five (225) amp circuit breaker.
- 8.9.3 AT&T will revise SkyBest's Central Office recurring power charges, in accordance with Section 8.3 above, to reflect a power upgrade when SkyBest submits a Subsequent Application requesting an increase in the number of fused amps it is currently receiving from AT&T for its Collocation Space. If SkyBest's existing fuses and power cables (for the A&B power feed) are not sufficient to support the additional number of fused amps requested, SkyBest's AT&T Certified Supplier shall perform whatever activities are necessary, which may include the installation of new/additional fuses or power cables, to comply with the appropriate NEC, AT&T TR 73503, Telcordia and ANSI Standards, as well as the requirements noted in Sections 8.9.1 and 8.9.1.1 above. SkyBest's AT&T Certified Supplier shall provide notification to AT&T when these activities have been completed.
- 8.9.4 AT&T will revise SkyBest's Central Office recurring power charges, in accordance with Section 8.3 above, to reflect a power reduction upon AT&T's receipt of the Power Reduction Form from SkyBest, certifying the completion of the power reduction work, including the removal of any associated power cabling by SkyBest's AT&T Certified Supplier. Notwithstanding the foregoing, if SkyBest's AT&T Certified Supplier has not removed or, at AT&T's discretion, cut the power cabling within thirty (30) days, the power reduction will not become effective until the cabling is removed or, at AT&T's discretion, cut by SkyBest's AT&T Certified Supplier and SkyBest shall pay for the amount of power that had been requested prior to the power reduction request for the period up to the date the power cabling is actually removed.
- 8.9.5 If SkyBest requests an increase or a reduction in the amount of power that AT&T is currently providing in a Central Office, SkyBest must submit a Subsequent Application. In all states other than Florida and Tennessee if no modification to the Collocation Space is requested other than the increase or reduction in power, the Simple Augment fee will apply. In Florida and Tennessee the Power Reconfiguration Only Application Fee as set forth in Exhibit B will apply. If modifications are requested in addition to the increase or reduction of power, the Subsequent Application Fee will

apply. AT&T will bill this nonrecurring fee on the date that AT&T provides an Application Response to SkyBest's Subsequent Application.

- 8.9.5.1 In Central Offices in Alabama and Louisiana, if SkyBest has existing power configurations currently served from the AT&T main power board and requests that its power be reconfigured to connect to an AT&T BDFB, in a specific AT&T Premises, SkyBest must submit a Subsequent Application to AT&T. AT&T will provide a response to such application within seven (7) days and no Simple Augment Application Fee will be assessed by AT&T for this one time only power reconfiguration to an AT&T BDFB. For any power reconfigurations thereafter, SkyBest will submit a Subsequent Application and the appropriate Simple Augment Application Fee will apply.
- 8.9.6 If SkyBest elects to install its own DC Power Plant, AT&T shall provide AC power to feed SkyBest's DC Power Plant. Charges for AC power will be assessed on a per breaker ampere, per month basis, pursuant to the rates specified in Exhibit B. The AC power rates include recovery for the provision of commercial and standby AC power. When obtaining power from an AT&T service panel, protection devices and power cables must be engineered (sized) and installed by SkyBest's AT&T Certified Supplier, with the exception that AT&T shall engineer and install protection devices and power cables for Adjacent Collocation. SkyBest's AT&T Certified Supplier must provide a copy of the engineering power specifications prior to the Commencement Date. AC power voltage and phase ratings shall be determined on a per location basis. At SkyBest's option, SkyBest may arrange for AC power in an adjacent collocation arrangement from a retail provider of electrical power.
- 8.9.7 SkyBest shall contract with an AT&T Certified Supplier to perform the installation and removal of dedicated power cable support structure within SkyBest's arrangement and terminations of cable within the Collocation Space.
- 8.9.8 Fused Amp Power. In all states, except as otherwise set forth in this Agreement, AT&T shall make available -48V DC power on a per fused amp, per month basis, pursuant to the following:
- For power provisioned from a BDFB. The number of fused amps requested by SkyBest on its collocation application for power that is being provisioned from an AT&T BDFB will be multiplied by the DC power fused amp rate set forth in Exhibit B. A minimum of ten (10) fused amps is required.
- For existing power configurations that are provisioned from AT&T's main power board. The number of fused amps made available at the main power board, in increments of two hundred and twenty-five (225) amps/main power board circuit, will be multiplied by the DC power fused amp rate set forth in Exhibit B.
- 8.9.9 Florida Power Usage Option
- 8.9.9.1 In Central Offices in Florida only, SkyBest may request that -48 DC power provisioned by AT&T to SkyBest's Collocation Space be assessed per amp, per month based upon amps used, pursuant to the rates set forth in Exhibit B. Monthly recurring power charges will be assessed on the Space Acceptance Date or Space Ready Date, whichever is appropriate, pursuant to Section 8.3 above. If SkyBest desires to convert existing physical collocation arrangements to the Florida Power Usage Option (hereinafter "FL Option"), then the monthly recurring power charges that are applicable to the FL Option, contained in Exhibit B, will be assessed on the Space Ready Date associated with the Subsequent Application submitted by SkyBest to convert an existing collocation arrangement to the FL Option. The monthly recurring charges for DC power, under the FL Option, shall be calculated and applied based on the amount of power SkyBest requests that it be allowed to draw at a given time to a specific physical collocation arrangement in a particular

AT&T Premises on SkyBest's Initial Application or Subsequent Application. AT&T shall allow SkyBest at SkyBest's option, to order a power feed that is capable of delivering a higher DC power level but to fuse this power feed so as to allow a power level less than the feed's maximum to be drawn by SkyBest. AT&T is not required to build its central office power infrastructure to meet SkyBest's forecasted DC power demand. SkyBest must specify on its Initial or Subsequent Application the power level it wishes to be able to draw from AT&T's power plant for each existing collocation arrangement SkyBest converts to the FL Option or for any new collocation arrangements SkyBest establishes under the FL Option.

- 8.9.9.2 AT&T, at any time and at its own expense, shall have the right to verify the accuracy of SkyBest's power usage under the FL Option for a specific collocation arrangement in a particular AT&T Premises, based on a meter reading(s) taken by AT&T of the amount of power being consumed by SkyBest's collocation arrangement. AT&T may perform its own meter reading(s) via any method it chooses, such as, but not limited to, a clamp-on ammeter. If the meter reading(s) varies by more than ten percent (10%) or five (5) amps from the power usage that has been requested by SkyBest for the collocation arrangement, under the FL Option, the Parties agree to work cooperatively to reconcile such discrepancy and establish the appropriate usage figure in a reasonable and expeditious manner. If the Parties substantiate AT&T's reading, then AT&T shall adjust SkyBest's billing to reflect AT&T's power reading beginning with the first day of the month immediately following the date of the last metered reading taken by AT&T.
- 8.9.9.3 AT&T shall assess SkyBest a monthly recurring charge for DC power under the FL Option, as set forth in Exhibit B. SkyBest shall notify AT&T of any change in its DC power usage by submitting a Subsequent Application, which reflects the new DC power level desired by SkyBest. The requested change in DC power usage will be reflected in SkyBest's next scheduled monthly billing cycle.
- 8.9.10 Tennessee Caged Collocation Power Usage Metering Option. In Central Offices in Tennessee only, SkyBest may request that DC power provisioned by AT&T to SkyBest's caged Collocation Space be assessed pursuant to the orders entered by the Tennessee Regulatory Authority in Dockets 97-01262, 99-00430, and 00-00544 for Collocation for Tennessee. By electing the TRA Option, SkyBest accepts the TRA rates, terms and conditions of Exhibit C in their entirety in conjunction with the other terms and conditions of Attachment 4.
- 8.9.11 Georgia Caged Collocation Power Usage Metering Option. - In Georgia, SkyBest may request that DC power provisioned by AT&T to SkyBest's Collocation Space be assessed pursuant to Georgia Public Service Commission Order Docket No. 14361-U ("Order"). AT&T will assess SkyBest for - 48V DC power using the actual number of load Amps measured. The power circuits may be fed from either an AT&T BDFB or SkyBest's BDFB. These recurring power charges will be assessed by AT&T on the Space Acceptance Date or Space Ready Date, whichever is appropriate, pursuant to Section 8.3.
- 8.9.11.1 Upon SkyBest's election of the power metering option SkyBest will convert existing caged collocation arrangements to the power metering rate structure. The recurring power charges that are contained Exhibit B of this Attachment will be assessed on the Space Ready Date associated with the Subsequent Application submitted by SkyBest to convert an existing caged collocation arrangement to the metered power rates.
- 8.9.11.2 Pursuant to the Order, SkyBest shall provide a Fluke Model 189 AC/DC multimeter and Fluke Model i410 clamp-on ammeter probe for each central office where they have requested metered power. One copy of the FlukeView software must also be provided for each Fluke 189 multimeter, and each copy must comply with Fluke copyrights.

- 8.9.11.3 SkyBest may, at its sole cost and expense, install its own meters on its BDFB(s) located in its own caged Collocation Space(s) and notify AT&T of the option of using such meters for the purposes of measuring SkyBest's actual power usage. In such case, AT&T, or its AT&T Certified Supplier, will have the option of reading and recording the actual power usage from either the meter installed on SkyBest's own BDFB(s) or via the aforementioned Fluke 189 multimeter equipped with a Fluke i410 clamp-on ammeter probe.
- 8.9.11.4 AT&T, at its sole option and at its own cost, may choose to purchase, install, and use its own ammeter measurement device. The usage reading for the option elected by AT&T shall be used for purposes of calculating the DC power usage billing.
- 8.9.11.5 AT&T, or its AT&T Certified Supplier, will perform all metering activities, to measure the actual power usage being drawn by SkyBest's collocation equipment on both the A and B power feeds. The charge will be the sum of both the A and B power feeds and will be based upon either an instantaneous reading or busy hour average current reading, depending on the capabilities of the ammeter measurement device.
- 8.9.11.6 If AT&T, or its AT&T Certified Supplier, requires access to SkyBest's caged Collocation Space(s) for purposes of measuring the power usage, AT&T or its AT&T Certified Supplier shall provide SkyBest with a minimum of forty-eight (48) hours (two business days) notice that access is required. SkyBest shall respond to such request for access within twenty-four (24) hours for the purpose of establishing the date and time of access to SkyBest's caged Collocation Space(s). Once the date and time of access to SkyBest's caged Collocation Space(s) has been agreed upon, SkyBest and AT&T, or its AT&T Certified Supplier, shall adhere to the agreed upon date and time, or provide a minimum of three (3) hours notice to the other Party if the original appointment(s) will be missed or must be canceled and rescheduled. Once a mutually agreed upon date and time are established and SkyBest does not provide minimum of three (3) hours notice, AT&T's Certified Supplier will only remain at the site for thirty (30) minutes. After thirty (30) minutes the appointment will be considered missed by SkyBest.
- 8.9.11.7 If SkyBest fails to provide access to its caged Collocation Space(s) or fails to provide AT&T, or its AT&T Certified Supplier, with sufficient notification of the missed appointment(s), as noted above, then SkyBest shall pay the nonrecurring "Additional Meter Reading Trip Charge", as set forth in Exhibit B of this Attachment, for each additional meter reading trip that must be rescheduled to measure SkyBest's power usage for such caged Collocation Space(s). SkyBest and the AT&T Certified Supplier may jointly agree to less stringent notification requirements to address, for example, any service interruption or restoration of service situations, on a location-by-location basis.
- 8.9.11.8 For each new caged collocation arrangement, SkyBest shall indicate on SkyBest's Initial Application that they are electing to have metered power. For each location that SkyBest wishes to convert to metered power SkyBest will submit a Subsequent Application and agrees to include in the Comments section of the Subsequent Application the following comment:
- This Subsequent Application is SkyBest's certification that SkyBest is opting to convert this caged collocation arrangement to metered power and will permit AT&T, or the AT&T Certified Supplier, to measure its actual power usage on all power feeds.
- 8.9.11.9 AT&T will bill SkyBest a Simple Augment Application Fee, as set forth in Exhibit B of this Attachment, on the date that AT&T provides an Application Response to each Subsequent Application submitted by SkyBest converting its caged collocation arrangements to the metered power rates. AT&T shall then arrange for the measurement of SkyBest's actual power usage on

each power feed (each A and B power feed) once each quarter at each of SkyBest's caged collocation arrangements for which SkyBest has submitted an Initial or Subsequent Application electing metered power.

- 8.9.11.10 Based upon the actual power usage measurement taken by AT&T or the AT&T Certified Supplier, AT&T shall assess SkyBest for power usage for the following quarter based upon SkyBest's actual metered usage for each power feed (both the A and B power feeds) or a minimum of ten (10) amps of –48V DC power usage for the sum of the A and B feeds for each power cable, whichever is greater. Such usage shall then be multiplied by the rate for Load Amps either with an AT&T BDFB or with SkyBest BDFB as set forth in Exhibit B of this Attachment, to determine the appropriate monthly recurring power usage charge that will be billed to SkyBest for the following three (3) months or until the next power usage measurement is taken, whichever is later.
- 8.9.11.11 Either Party, within fifteen (15) days of notice of the usage measurement established by the scheduled meter reading, may challenge the accuracy of that reading by requesting a new reading. If SkyBest requests that an unscheduled (prior to the next scheduled quarterly power reading date) power usage reading be taken, then SkyBest will be responsible for paying the "Additional Meter Reading Trip Charge" contained in Exhibit B of this Attachment. If AT&T requests a power usage reading be taken in this instance, then SkyBest will not be charged the "Additional Meter Reading Trip Charge" for the unscheduled meter reading. If the readings vary by more than ten (10) % or five (5) Amps, whichever is greater, the Parties shall work cooperatively to reconcile such discrepancies and establish the appropriate usage figure in a reasonable and expeditious manner. If the readings do not vary outside these ranges, the initial reading will be used to calculate SkyBest's AC usage charge for the next three (3) months.
- 8.9.11.12 AT&T, at any time and at its own expense, shall have the right to verify the accuracy of SkyBest's BDFB meter by performing its own meter reading via an alternate method, such as, but not limited to, an ammeter. If the meter readings vary by more than ten (10) % or five (5) Amps, whichever is greater, the Parties agree to perform a joint investigation. If SkyBest's BDFB meter is found to be in error, then SkyBest agrees to recalibrate, repair, or replace its meter as required. The Parties recognize that the meter readings discussed in this Attachment are instantaneous readings that can experience minor fluctuations due to usage traffic, voltage fluctuations, and calibration of the meters themselves. The readings must vary by more than ten (10) % or five (5) Amps, whichever is greater, before any recalibration, repair, or replacement will be required. If the AT&T reading is substantiated, AT&T shall adjust SkyBest's billing retroactive to the beginning of the quarter for which the last meter reading was taken.
- 8.9.11.13 When SkyBest submits the appropriate Initial or Subsequent Application for a specific caged collocation arrangement in a particular AT&T Premises, AT&T will provide the associated Application Response pursuant to Section 6 above. It will then be the responsibility of SkyBest to submit a BFFO. After AT&T receives the BFFO from SkyBest, the Initial or Subsequent Application will be completed by AT&T within the provisioning intervals contained in Section 7 above and SkyBest will be notified of the Space Ready Date or when the appropriate record and database changes have been made by AT&T to reflect SkyBest's conversion to the metered power rates (which will be considered the "Space Ready Date" for purposes of a Subsequent Application submitted to convert a specific caged collocation arrangement in a particular AT&T Premises to the metered power rates).
- 8.9.11.14 AT&T will not permit SkyBest to elect an earlier Space Acceptance Date than the Space Ready Date for any request submitted via a Subsequent Application for an existing caged collocation arrangement. When a Subsequent Application is used to elect metered power and there are no other changes requested, billing for the recurring charges associated with metered power will begin

upon the Space Ready Date. If SkyBest occupies the space prior to the Space Ready Date, for Initial Application requests only, the date SkyBest occupies the space will be deemed the new Space Acceptance Date and billing for metered power will begin on that date. When SkyBest moves to metered power the number of fused amps of DC Power requested by SkyBest on its Initial or Subsequent Application will be used for calculating the number of amps to be billed until such time as AT&T or its AT&T Certified Supplier can perform, under the currently existing quarterly meter reading schedule, a reading of SkyBest's power usage for the requested caged Collocation Space. As soon as this reading has been taken, AT&T will adjust SkyBest's billing accordingly to reflect the actual metered usage back to the Space Acceptance Date. AT&T will also use this reading for billing purposes until the next quarterly meter reading is performed by AT&T or its AT&T Certified Supplier.

- 8.9.11.15 SkyBest agrees to submit a Subsequent Application to notify AT&T when SkyBest has removed or installed telecommunications equipment in SkyBest's physical Collocation Space to ensure that SkyBest's existing fused DC power capacity is sufficiently engineered to accommodate the power requirements associated with the installation of additional equipment in SkyBest's Collocation Space. An associated change in power usage will be reflected in the next quarterly power measurement billing cycle.
- 8.9.11.16 AT&T will bill SkyBest a monthly recurring charge per caged Collocation Space for each arrangement that SkyBest has converted to metered power or for new caged Collocation Spaces under the election of metered power. This "Meter Reading" monthly recurring rate element will be assessed per circuit for each circuit read by AT&T or its AT&T Certified Supplier, at the rates set forth in Exhibit B.
- 8.9.12 In Alabama and Louisiana, SkyBest has the option to purchase power directly from an electric utility company. Under such option, SkyBest is responsible for contracting with the electric utility company for its own power feed and meter and is financially responsible for purchasing all equipment necessary to accomplish the arrangement, including inverters, batteries, power boards, bus bars, BDFBs, backup power supplies and cabling. The actual work to install this arrangement must be performed by an AT&T Certified Supplier hired by SkyBest. SkyBest's AT&T Certified Supplier must comply with all applicable safety codes, including the NEC and National Electric Safety Code (NESC) standards, in the installation of this power arrangement. If SkyBest currently has power supplied by AT&T, SkyBest may request to change its Collocation Space to obtain power from an electric utility company by submitting a Subsequent Application. AT&T will waive the application fee for this Subsequent Application if no other changes are requested therein. Any floor space, cable racking, etc., utilized by SkyBest in provisioning said power will be billed by AT&T on an ICB basis.
- 8.9.13 In South Carolina, SkyBest has the option to purchase power directly from an electric utility company where technically feasible and where space is available in a requested AT&T Premises. Under such option, SkyBest is responsible for contracting with the electric utility company for its own power feed and meter, and is financially responsible for purchasing all equipment necessary to accomplish the conversion of the commercial AC power to DC power, including inverters, batteries, power boards, bus bars, BDFBs, backup power supplies and power cabling. The actual work to install this arrangement must be performed by an AT&T Certified Supplier hired by SkyBest. SkyBest's AT&T Certified Supplier must comply with all applicable national, regional, state and local safety, electrical, fire and building codes, including the NESC standards, in the installing of this power arrangement, just as AT&T is required to comply with these codes. SkyBest must submit an application to AT&T for the appropriate amount of Collocation Space that SkyBest requires in order to install this type of power arrangement. AT&T will evaluate the request and

determine if the appropriate amount of space is available within the AT&T Premises for the installation of SkyBest's power equipment and facilities. This type of power arrangement must be located in an appropriate area in the AT&T Premises that has been properly conditioned for the installation of power equipment and conforms to the applicable national, regional, state and local safety, electrical, fire and building codes. AT&T shall waive the application fee or any other nonrecurring charge that would otherwise be due from a CLEC that decides to reconfigure an existing collocation power arrangement so as to purchase power directly from an electric utility company as provided herein. SkyBest shall be responsible for the recurring charges associated with the additional space needed in the AT&T Premises for this type of power arrangement, including space required to place associated power-related equipment and facilities (i.e., batteries, generator, fuse panel, power meter, etc.). If there is no space available for this type of power arrangement in the requested AT&T Premises, AT&T may seek a waiver of these requirements from the Commission for the AT&T Premises requested. SkyBest would have the option to order its power needs directly from AT&T.

- 8.10 Central Office Cable Installation. Cable Installation fees will be assessed on a per entrance cable basis. This nonrecurring charge will be billed by AT&T upon receipt of SkyBest's BFFO. Charges for cable racking, cable support structure and entrance fiber structure are recurring fees and will also be assessed according to the rates set forth in Exhibit B.
- 8.11 Central Office Cable Records. Cable Records charges apply for work activities required to build or remove existing cable records assigned to SkyBest in AT&T's database systems. The VG/DS0 per cable record charge is for a maximum of thirty-six hundred (3,600) records per request. The fiber cable record charge is for a maximum of ninety-nine (99) records per request. Cable Record fees will be assessed as a nonrecurring charge, upon receipt of SkyBest's BFFO, in all AT&T states, except Louisiana. In Louisiana, Cable Record fees will be assessed on a monthly recurring charge basis, upon receipt of SkyBest's BFFO. All charges will be assessed the rates set forth in Exhibit B.
- 8.12 Security Escort. After SkyBest has used its one (1) accompanied site visit, pursuant to Section 5.12.1 above, and prior to SkyBest's completion of the AT&T Security Training requirements, contained in Section 12 below, a security escort will be required when SkyBest's employees, approved agent, supplier, or Guest(s) desire access to the entrance manhole or an AT&T Premises. The rates for security escort service are assessed pursuant to the fee schedule contained in Exhibit B, beginning with the scheduled escort time agreed to by the Parties. AT&T will wait for one-half (1/2) hour after the scheduled escort time to provide such requested escort service and SkyBest shall pay for such half-hour charges in the event SkyBest's employees, approved agent, supplier or Guest(s) fails to show up for the scheduled escort appointment.
- 8.13 Other. If no collocation rate element and associated rate is identified in Exhibit B, the Parties, upon request by either Party, will negotiate the rate for the specific collocation service or function identified in this Attachment.

9 Insurance

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

ten million dollars (\$10,000,000). AT&T shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.

- 9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000) each accident, one hundred thousand dollars (\$100,000) each employee by disease, and five hundred thousand dollars (\$500,000) policy limit by disease.
- 9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of SkyBest's real and personal property situated on or within an AT&T Premises.
- 9.2.4 SkyBest may elect to purchase business interruption and contingent business interruption insurance, having been advised that AT&T assumes no liability for loss of profit or revenues should an interruption of service occur.
- 9.3 The limits set forth in Section 9.2 above may be increased by AT&T from time to time during the term of this Agreement, upon thirty (30) days notice to SkyBest, to at least such minimum limits as shall then be customary with respect to comparable occupancy of AT&T structures.
- 9.4 All policies purchased by SkyBest shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by AT&T. All insurance must be in effect on or before the date equipment is delivered to AT&T's Premises and shall remain in effect for the term of this Agreement or until all of SkyBest's property has been removed from AT&T's Premises, whichever period is longer. If SkyBest fails to maintain required coverage, AT&T may pay the premiums thereon and seek reimbursement of same from SkyBest.
- 9.5 SkyBest shall submit certificates of insurance reflecting the coverage required pursuant to this Section within a minimum of ten (10) business days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. SkyBest shall arrange for AT&T to receive thirty (30) business days' advance notice of cancellation or non-renewal from SkyBest's insurance company. SkyBest shall forward a certificate of insurance and notice of cancellation/non-renewal to AT&T at the following address:
- AT&T Southeast
Collocation Service Center
600 North 19th Street
22nd Floor
Birmingham, AL 35203
- 9.6 SkyBest must conform to recommendations made by AT&T's fire insurance company to the extent AT&T has agreed to, or shall hereafter agree to, such recommendations.
- 9.7 Self Insurance. If SkyBest's net worth exceeds five hundred million dollars (\$500,000,000), SkyBest may elect to request self-insurance status in lieu of obtaining any of the insurance required in Section 9.2 above. SkyBest shall provide audited financial statements to AT&T thirty (30) days prior to the commencement of any work in the Collocation Space. AT&T shall then review such audited financial statements and respond in writing to SkyBest in the event that self-insurance status is not granted to SkyBest. If AT&T approves SkyBest for self-insurance, SkyBest shall annually furnish to AT&T, and keep current, evidence of such net worth that is attested to by one of SkyBest's corporate officers. The ability to self-insure shall continue so long as SkyBest meets all of the requirements of this Section. If SkyBest subsequently no longer satisfies the requirements of this Section, SkyBest is required to purchase insurance as indicated by Section 9.2 above.

9.8 The net worth requirements set forth in Section 9.7 above may be increased by AT&T from time to time during the term of this Agreement upon thirty (30) days' notice to SkyBest to at least such minimum limits as shall then be customary with respect to comparable occupancy of an AT&T Premises.

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

10 Mechanics Lien

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

11 Inspections

11.1 AT&T may conduct an inspection of SkyBest's equipment and facilities in SkyBest's Collocation Space(s) prior to the activation of facilities and/or services between SkyBest's equipment and equipment of AT&T. AT&T may conduct an inspection if SkyBest adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. AT&T shall provide SkyBest with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspections shall be borne by AT&T.

12 Security and Safety Requirements

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

12.2 SkyBest will be required to administer to its personnel assigned to the AT&T Premises security training either provided by AT&T, or meeting criteria defined by AT&T at AT&T's Wholesale – Southeast Web site, http://wholesale.att.com/reference_library/guides.

12.3 SkyBest shall provide its employees and agents with picture identification, which must be worn and visible at all times while in SkyBest's Collocation Space or other areas in or around the AT&T Premises. The photo identification card shall bear, at a minimum, the employee's name and photo and SkyBest's name. AT&T reserves the right to remove from an AT&T Premises any employee of SkyBest not possessing identification issued by SkyBest or who has violated any of AT&T's

policies as outlined in the CLEC Security Training documents. SkyBest shall hold AT&T harmless for any damages resulting from such removal of SkyBest's personnel from an AT&T Premises. SkyBest shall be solely responsible for ensuring that any Guest(s) of SkyBest is in compliance with all subsections of this Section.

- 12.4 SkyBest shall not assign to the AT&T Premises any personnel with records of felony criminal convictions. SkyBest shall not assign to the AT&T Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising AT&T of the nature and gravity of the offense(s). AT&T reserves the right to refuse building access to any of SkyBest's personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event SkyBest chooses not to advise AT&T of the nature and gravity of any misdemeanor conviction, SkyBest may, in the alternative, certify to AT&T that it shall not assign to the AT&T Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 12.4.1 SkyBest shall not knowingly assign to the AT&T Premises any individual who was a former employee of AT&T and whose employment with AT&T was terminated for a criminal offense, whether or not AT&T sought prosecution of the individual for the criminal offense.
- 12.4.2 SkyBest shall not knowingly assign to the AT&T Premises any individual who was a former supplier of AT&T and whose access to an AT&T Premises was revoked due to the commission of a criminal offense, whether or not AT&T sought prosecution of the individual for the criminal offense.
- 12.5 For each SkyBest employee or agent hired by SkyBest within the last five (5) years, who requires access to an AT&T Premises to perform work in SkyBest Collocation Space(s), SkyBest shall furnish AT&T certification that the aforementioned background check and security training were completed. This certification must be provided to and approved by AT&T before an employee or agent will be granted such access to an AT&T Premises. The certification will contain a statement that no felony convictions were found and certify that the employee completed the security training. If the employee's criminal history includes misdemeanor convictions, SkyBest will disclose the nature of the convictions to AT&T at that time. In the alternative, SkyBest may certify to AT&T that it shall not assign to the AT&T Premises any personnel with records of misdemeanor convictions, other than misdemeanor traffic violations.
- 12.5.1 For all other SkyBest employees requiring access to an AT&T Premises pursuant to this Attachment, SkyBest shall furnish AT&T, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 12.5 above and that security training was completed by the employee.
- 12.6 At AT&T's request, SkyBest shall promptly remove from the AT&T Premises any employee of SkyBest that AT&T does not wish to grant access to an AT&T Premises: 1) pursuant to any investigation conducted by AT&T, or 2) prior to the initiation of an investigation if an employee of SkyBest is found interfering with the property or personnel of AT&T or another collocated telecommunications carrier, provided that an investigation shall be promptly commenced by AT&T.
- 12.7 Security Violations. AT&T reserves the right to interview SkyBest's employees, agents, suppliers, or Guests in the event of wrongdoing in or around an AT&T Premises or involving AT&T's or another collocated telecommunications carrier's property or personnel, provided that AT&T shall provide reasonable notice to SkyBest's Security representative of such interview. SkyBest and its employees, agents, suppliers, or Guests shall reasonably cooperate with AT&T's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving SkyBest's employees, agents, suppliers, or Guests. Additionally, AT&T reserves the right to bill SkyBest for

all reasonable costs associated with investigations involving its employees, agents, suppliers, or Guests if it is established and mutually agreed in good faith that SkyBest's employees, agents, suppliers, or Guests are responsible for the alleged act(s). AT&T shall bill SkyBest for AT&T property, which is stolen or damaged, where an investigation determines the culpability of SkyBest's employees, agents, suppliers, or Guests and where SkyBest agrees, in good faith, with the results of such investigation. SkyBest shall notify AT&T in writing immediately in the event that SkyBest discovers one of its employees, agents, suppliers, or Guests already working on the AT&T Premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from AT&T's Premises, any employee found to have violated the security and safety requirements of this Section. SkyBest shall hold AT&T harmless for any damages resulting from such removal of SkyBest's personnel from an AT&T Premises.

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

13 Destruction of Collocation Space

- 13.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, hurricane, tornado, flood or by similar force majeure circumstances to such an extent as to be rendered wholly unsuitable for SkyBest's permitted use hereunder, then either Party may elect within ten (10) days after such damage, to terminate occupancy of the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for SkyBest's permitted use, or is damaged and the option to terminate is not exercised by either Party, AT&T covenants and agrees to proceed promptly without expense to SkyBest, except for improvements not to the property of AT&T, to repair the damage. AT&T shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of AT&T, which causes shall not be construed as limiting factors, but as exemplary only. SkyBest may, at its own expense, accelerate the rebuild of its Collocation Space and equipment provided, however, that an AT&T Certified Supplier is used and the necessary space preparation has been completed. If SkyBest's acceleration of the project increases the cost of the project, then those additional charges will be incurred at SkyBest's expense. Where allowed and where practical, SkyBest may erect a temporary facility while AT&T rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, SkyBest shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for SkyBest's permitted use, until such Collocation Space is fully repaired and restored and SkyBest's equipment installed therein (but in no event later than thirty (30) days after the Collocation Space is fully repaired and restored). Where SkyBest has placed an Adjacent

Arrangement pursuant to Section 3.4 above, SkyBest shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this Section, AT&T will restore the associated services to the Adjacent Arrangement.

14 Eminent Domain

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

15 Nonexclusivity

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

ENVIRONMENTAL AND SAFETY PRINCIPLES

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

1. General Principles

- 1.1 Compliance with Applicable Law. AT&T and SkyBest agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and Occupational Safety and Healthy Act (OSHA) regulations issued under the OSHA of 1970, as amended and National Fire Protection Association (NFPA), NEC and NESC (Applicable Laws) requirements. Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 Notice. AT&T and SkyBest shall provide notice to the other, including any Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. A Hazardous Chemical inventory list is posted on an OSHA Poster and updated annually at each Central Office. This Poster is normally located near the front entrance of the building or in the lounge area. Each Party is required to provide specific notice for known potential Imminent Danger conditions. SkyBest should contact 1-800-743-6737 for any AT&T MSDS required.
- 1.3 Practices/Procedures. AT&T may make available additional environmental control procedures for SkyBest to follow when working at an AT&T Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and suppliers of AT&T for environmental protection. SkyBest will require its suppliers, agents, Guests, and others accessing the AT&T Premises to comply with these practices. Section 2 below lists the Environmental categories where AT&T practices should be followed by SkyBest when operating in the AT&T Premises.
- 1.4 Environmental and Safety Inspections. AT&T reserves the right to inspect the SkyBest space with proper notification. AT&T reserves the right to stop any SkyBest work operation that imposes Imminent Danger to the environment, employees or other persons in or around an AT&T Premises.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at an AT&T Premises by SkyBest are owned by and considered the property of SkyBest. SkyBest will indemnify AT&T for claims, lawsuits or damages to persons or property caused by these materials. Without prior written AT&T approval, no substantial new safety or environmental hazards can be created by SkyBest or different hazardous materials used by SkyBest at an AT&T Premises. SkyBest must demonstrate adequate emergency response capabilities for the materials used by SkyBest or remaining at an AT&T Premises.
- 1.6 Spills and Releases. When contamination is discovered at an AT&T Premises, either Party discovering the condition must notify the other Party. All Spills or Releases of regulated materials will immediately be reported by SkyBest to AT&T.
- 1.7 Coordinated Environmental Plans and Permits. AT&T and SkyBest will coordinate plans, permits

or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, AT&T and SkyBest will develop a cost sharing procedure. If AT&T's permit or EPA identification number must be used, SkyBest must comply with all of AT&T's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and the selection of AT&T disposition vendors and disposal sites.

- 1.8 Environmental and Safety Indemnification. AT&T and SkyBest shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages (including direct and indirect damages and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its employees, agents, suppliers, or Guests concerning its operations at an AT&T Premises.
2. **Categories for Consideration of Environmental Issues**
- 2.1 When performing functions that fall under the following Environmental categories on AT&T's Premises, SkyBest agrees to comply with the applicable sections of the current issue of AT&T's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. SkyBest further agrees to cooperate with AT&T to ensure that SkyBest's employees, agents, suppliers and/or Guests are knowledgeable of and satisfy those provisions of AT&T's Environmental M&Ps, which apply to the specific Environmental function being performed by SkyBest, its employees, agents, suppliers, and/or Guests.
- 2.2 The most current version of the reference documentation must be requested from SkyBest's AT&T Regional Contract Manager (RCM).

Environmental Categories	Environmental Issues	Addressed By The Following Documentation
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Compliance with all applicable local, state & federal laws and regulations Pollution liability insurance EVET approval of supplier	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact RCM Representative)
Emergency response	Hazmat/waste release/spill fire safety emergency	Fact Sheet Series 17000 Building Emergency Operations Plan (EOP) (specific to and located on AT&T's Premises)
Contract labor/outsourcing for services with environmental implications to be performed on AT&T Premises (e.g., disposition of hazardous material/waste;	Compliance with all applicable local, state and federal laws and regulations Performance of services in	Std T&C 450 Std T&C 450-B (Contact RCM Representative for

maintenance of storage tanks)	accordance with AT&T's environmental M&Ps Insurance	copy of appropriate E/S M&Ps.) Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state & federal laws and regulations Pollution liability insurance EVET approval of supplier	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact RCM Representative)
Maintenance/operations work which may produce a waste Other maintenance work	Compliance with all applicable local, state & federal laws and regulations Protection of AT&T employees and equipment	Std T&C 450 29 C.F.R. § 1910.147 (OSHA Standard) 29 C.F.R. § 1910 Subpart O (OSHA Standard)
Janitorial service	All waste removal and disposal must conform to all applicable federal, state and local regulations All Hazardous Material and Waste Asbestos notification and protection of employees and equipment	Procurement Manager (CRES Related Matters)-AT&T Supply Chain Services Fact Sheet Series 17000 GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)
Manhole cleaning	Compliance with all applicable local, state & federal laws and regulations Pollution liability insurance EVET approval of supplier	Std T&C 450 Fact Sheet 14050 BSP 620-145-011PR Issue A, August 1996 Std T&C 660-3 Approved Environmental Vendor List (Contact RCM Representative)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3 for questions regarding removing or disturbing materials that contain asbestos, call the AT&T Building Service Center: AL, MS, TN, KY & LA (local area code) 557-6194 FL, GA, NC & SC (local area code)

		780-2740

3. Definitions

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

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

Hazardous Waste. As defined in Section 1004 of RCRA.

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

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

4. Acronyms

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

BST – BellSouth Telecommunications

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

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

E/S – Environmental/Safety

EVET – Environmental Vendor Evaluation Team

GU-BTEN-001BT – AT&T Environmental Methods and Procedures

NESC – National Electrical Safety Codes

P&SM – Property & Services Management

Std T&C – Standard Terms & Conditions

COLLOCATION - Alabama													Att: 4 Exh: B						
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
										Rec	Nonrecurring		Nonrecurring Disconnect						
											First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	
PHYSICAL COLLOCATION																			
Application																			
		Physical Collocation - Initial Application Fee			CLO	PE1BA					1,879.48			0.51					
		Physical Collocation - Subsequent Application Fee			CLO	PE1CA					1,566.60			0.51					
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT					584.22								
		Physical Collocation Administrative Only - Application Fee			CLO	PE1BL					742.15								
		Physical Collocation - Application Cost, Simple Augment			CLO	PE1KS					594.41			1.21					
		Physical Collocation - Application Cost, Minor Augment			CLO	PE1KM					833.47			1.21					
		Physical Collocation - Application Cost, Intermediate Augment			CLO	PE1K1					1,058.00			1.21					
		Physical Collocation - Application Cost - Major Augment			CLO	PE1KJ					2,410.00			1.21					
Space Preparation																			
		Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ			3.22										
		Physical Collocation - Space Enclosure, welded wire, first 50 square feet			CLO	PE1BX			140.99										
		Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW			156.33										
		Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW			15.34										
		Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK			1.96										
		Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL			2.62										
		Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM			88.86										
		Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ			600.71										
		Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR			1,075.17										
Power																			
		Physical Collocation - Power, -48V DC Power - per Fused Amp Requested			CLO	PE1PL			7.83										
		Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB			4.91										
		Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD			9.84										
		Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE			14.74										
		Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG			34.06										
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																			
		Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL,UEQ, UNCNX, UEA, UCL, UAL, UHL, UDN, UNCVX	PE1P2			0.03		12.30		11.80		6.03		5.44		
		Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4			0.05		12.39		11.87		6.39		5.73		
		Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, U1TD1, UNC1X, UEPSR, UEPSB, UEPSL, UEPEX, UEPDX	PE1P1			1.11		22.03		15.93		6.40		5.79		
		Physical Collocation - DS3 Cross-Connect, provisioning			UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UEPEX, UEPDX, UEPSR, UEPSB, UEPSL, UEPEX, UEPSP	PE1P3			14.16		20.89		15.20		7.38		5.92		

COLLOCATION - Alabama														Att: 4 Exh: B				
CATEGORY	RATE ELEMENTS			Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
									First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	
						CLO, ULDO3, ULD12, ULD48, U1T03, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	2.81	20.89	15.20	7.38	5.92						
						Physical Collocation - 2-Fiber Cross-Connect												
						ULD03, ULD12, ULD48, U1T03, U1T12, U1T48, UDLO3, UDL12, UDF, UDFCX	PE1F4	4.99	25.55	19.86	9.71	8.25						
						Physical Collocation - 4-Fiber Cross-Connect												
						Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per Cable.	CLO	PE1ES	0.0011									
						Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable.	CLO	PE1DS	0.0016									
						UEPSR, UEPS, UEPSB, UEPSX, UEP2C	PE1R2	0.03	12.30	11.80	6.03	5.44						
						Physical Collocation 2-Wire Cross Connect, Port												
						Physical Collocation 4-Wire Cross Connect, Port	UEPEX, UEPDD	PE1R4	0.05	12.39	11.87	6.39	5.73					
Security																		
						Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour	CLO	PE1BT	16.93	10.73								
						Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour	CLO	PE1OT	22.05	13.86								
						Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour	CLO	PE1PT	27.17	16.98								
						Physical Collocation - Security Access System - Security System per Central Office	CLO	PE1AX	45.70									
						Physical Collocation - Security Access System - New Card Activation, per Card Activation (First), per State	CLO	PE1A1	0.05	27.79								
						Physical Collocation - Security Access System - Administrative Change, existing Access Card, per Request, per State, per Card	CLO	PE1AA	7.79									
						Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card	CLO	PE1AR	22.78									
						Physical Collocation - Security Access - Initial Key, per Key	CLO	PE1AK	13.10									
						Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key	CLO	PE1AL	13.10									
CFA																		
						Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request	CLO	PE1C9	77.56									
Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" and "Subsequent S" respectively																		
						Physical Collocation - Cable Records, per request	CLO	PE1CR	I 759.29	S 488.11	133.00							
						Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)	CLO	PE1CD	326.92		189.12							
						Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair	CLO	PE1CO	4.81		5.90							
						Physical Collocation, Cable Records, DS1, per T1 TIE	CLO	PE1C1	2.25		2.76							
						Physical Collocation, Cable Records, DS3, per T3 TIE	CLO	PE1C3	7.88		9.66							
						Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)	CLO	PE1CB	84.49		77.13							
						Physical Collocation, Cable Records, CAT5/RJ45	CLO	PE1C5	2.25		2.76							
Virtual to Physical																		
						Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit	CLO	PE1BV	33.00									
						Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit	CLO	PE1BO	33.00									
						Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit	CLO	PE1B1	52.00									
						Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit	CLO	PE1B3	52.00									

COLLOCATION - Alabama													Att: 4 Exh: B				
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR		22.44									
		Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		22.44									
		Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		32.62									
		Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		32.62									
Entrance Cable																	
		Physical Collocation - Fiber Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		859.71		22.49							
		Physical Collocation - Fiber Cable Support Structure, per Entrance Cable			CLO	PE1PM	17.11										
		Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		3.87									
VIRTUAL COLLOCATION																	
Application																	
		Virtual Collocation - Application Fee			AMTFS	EAF		1,205.26		0.51							
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VE1CA		584.22									
		Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		742.15									
Space Preparation																	
		Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	3.22										
Power																	
		Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	7.83										
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																	
		Virtual Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCNCX	UEAC2	0.03	12.30	11.80	6.03	5.44						
		Virtual Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4	0.05	12.39	11.87	6.39	5.73						
		Virtual collocation - Special Access & UNE, cross-connect per DS1			ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UEPDX	CNC1X	1.11	22.03	15.93	6.40	5.79						
		Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3, XDEST	CND3X	14.16	20.89	15.20	7.38	5.92						
		Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	2.84	20.89	15.20	7.38	5.92						
		Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	5.69	25.55	19.86	9.71	8.25						
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.0011										
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			AMTFS	VE1CD	0.0016										
		Virtual Collocation 2-Wire Cross Connect, Port			UEPSX, UEPSB, UEPSL, UEPSR, UEP2C	VE1R2	0.03	12.30	11.80	6.03	5.44						
		Virtual Collocation 4-Wire Cross Connect, Port			UEPDD, UEPEX	VE1R4	0.05	12.39	11.87	6.39	5.73						

COLLOCATION - Alabama													Att: 4 Exh: B						
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
									Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
										First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
CFA																			
	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request				AMTFS	VE1QR				77.56									
Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" & "Subsequent S" respectively																			
	Virtual Collocation Cable Records - per request				AMTFS	VE1BA		I	759.29	S	488.11		133.00						
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record				AMTFS	VE1BB			326.92				189.12						
	Virtual Collocaiton Cable Records - VG/DS0 Cable, per each 100 pair				AMTFS	VE1BC			4.81				5.90						
	Virtual Collocation Cable Records - DS1, per T1TIE				AMTFS	VE1BD			2.25				2.76						
	Virtual Collocation Cable Records - DS3, per T3TIE				AMTFS	VE1BE			7.88				9.66						
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records				AMTFS	VE1BF			84.49				77.13						
	Virtual Collocation Cable Records - CAT 5/RJ45				AMTFS	VE1B5			2.25				2.76						
Security																			
	Virtual collocation - Security escort, basic time, normally scheduled work hours				AMTFS	SPTBX			16.93	10.73									
	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day				AMTFS	SPTOX			22.05	13.86									
	Virtual collocation - Security escort, premium time, outside of a scheduled work day				AMTFS	SPTPX			27.17	16.98									
Maintenance																			
	Virtual collocation - Maintenance in CO - Basic, per half hour				AMTFS	CTRLX			27.93	10.73									
	Virtual collocation - Maintenance in CO - Overtime, per half hour				AMTFS	SPTOM			36.47	13.86									
	Virtual collocation - Maintenance in CO - Premium per half hour				AMTFS	SPTPM			45.02	16.98									
Entrance Cable																			
	Virtual Collocation - Cable Installation Charge, per cable				AMTFS	ESPCX			859.71		22.49								
	Virtual Collocation - Cable Support Structure, per cable				AMTFS	ESPSX		14.97											
COLLOCATION IN THE REMOTE SITE																			
Physical Remote Site Collocation																			
	Physical Collocation in the Remote Site - Application Fee				CLORS	PE1RA			307.70		168.22								
	Cabinet Space in the Remote Site per Bay/ Rack				CLORS	PE1RB		201.42											
	Physical Collocation in the Remote Site - Security Access - Key				CLORS	PE1RD			13.10										
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested				CLORS	PE1SR			115.87										
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested				CLORS	PE1RE			37.56										
	Remote Site DLEC Data (BRSD), per Compact Disk, per CO Power, DC Power Provisioning (Alabama Only ICB Rate)				CLORS	PE1RR			233.38										
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour				CLORS	PE1BT			16.93	10.73									
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour				CLORS	PE1OT			22.05	13.86									
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour				CLORS	PE1PT			27.17	16.98									
Adjacent Remote Site Collocation																			
	Remote Site-Adjacent Collocation-Application Fee				CLORS	PE1RU			755.62	755.62									
	Remote Site-Adjacent Collocation - Real Estate, per square foot				CLORS	PE1RT		0.134											
	Remote Site-Adjacent Collocation - AC Power, per breaker amp				CLORS	PE1RS		6.27											
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.																			
Virtual Remote Site Collocation																			
	Virtual Collocation in the Remote Site - Application Fee				VE1RS	VE1RB			307.70	307.70	168.22	168.22							
	Virtual Collocation in the Remote Site - Per Bay/Rack of Space				VE1RS	VE1RC		201.42											
	Virtual Collocation in the Remote Site - Space Availability Report per Premises requested				VE1RS	VE1RR			115.87	115.87									
	Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested				VE1RS	VE1RL			37.56	37.56									

COLLOCATION - Alabama													Att: 4 Exh: B				
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ADJACENT COLLOCATION																	
		Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.14										
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.41										
					UEANL,UEQ,UEA,UCL, UAL, UHL, UDN	PE1JE	0.02	12.30	11.80	6.03	5.44						
		Adjacent Collocation - 2-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1JF	0.04	12.39	11.87	6.39	5.73						
		Adjacent Collocation - 4-Wire Cross-Connects			USL	PE1JG	1.03	22.03	15.93	6.40	5.79						
		Adjacent Collocation - DS1 Cross-Connects			UE3	PE1JH	13.95	20.89	15.20	7.38	5.92						
		Adjacent Collocation - DS3 Cross-Connects			CLOAC	PE1JJ	2.36	20.89	15.20	7.38	5.92						
		Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JK	4.52	25.55	19.86	9.71	8.25						
		Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JB		1,576.69		0.51							
		Adjacent Collocation - Application Fee															
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	4.91										
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	9.84										
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	14.74										
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	34.06										
		Adjacent Collocation - DC power provisioning (Alabama Only Mandate ICB)															
		Note: ICB means Individual Case Basis															

COLLOCATION - Florida													Att: 4 Exh: B							
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
										Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
											First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																				
Application																				
		Physical Collocation - Initial Application Fee			CLO	PE1BA			2,785.00				1.20							
		Physical Collocation - Subsequent Application Fee			CLO	PE1CA			2,236.00				1.20							
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT			564.81											
		Physical Collocation - Power Reconfiguration Only, Application Fee			CLO	PE1PR			409.50											
		Physical Collocation Administrative Only - Application Fee			CLO	PE1BL			760.91				1.20							
Space Preparation																				
		Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ		5.28												
		Physical Collocation - Space Enclosure, welded wire, first 50 square feet			CLO	PE1BX		171.12												
		Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW		189.73												
		Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW		18.61												
		Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK		2.38												
		Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL		2.50												
		Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM		84.93												
		Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		287.36												
		Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR		572.66												
Power																				
		Physical Collocation - Power, -48V DC Power - per Fused Amp Requested			CLO	PE1PL		7.80												
		Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB		5.26												
		Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD		10.53												
		Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE		15.80												
		Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG		36.47												
		Physical Collocation - Power - DC power, per Used Amp			CLO	PE1FN		10.69												
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																				
		Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL,UEQ,UNCN X, UEA, UCL, UAL, UHL, UDN, UNCVX	PE1P2		0.0208	7.32	5.37	4.58	2.71								
		Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4		0.0416	8.00	5.75	5.00	2.69								
		Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, U1TD1, UNC1X, UEPSR, UEPSB, UEPESE, UEPEP, USL, UEPEX, UEPEX	PE1P1		0.3786	7.88	6.25	1.35	0.9899								
		Physical Collocation - DS3 Cross-Connect, provisioning			UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UEPEX, UEPEX, UEPEX, UEPEX, UEPEX, UEPEX	PE1P3		4.16	32.40	31.03	11.15	10.98								

COLLOCATION - Florida														Att: 4 Exh: B				
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
									Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
										First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
						CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	1.71		28.26	25.85	13.78	11.01					
						Physical Collocation - 2-Fiber Cross-Connect												
						ULD03, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF, UDFCX	PE1F4	3.34		37.92	35.51	18.20	15.44					
						Physical Collocation - 4-Fiber Cross-Connect												
						Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable.	CLO	PE1ES	0.0008									
						Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable.	CLO	PE1DS	0.0012									
						UEPSR, UEPSB, UEPSX, UEP2C	PE1R2	0.0208		7.32	5.37	4.58	2.71					
						Physical Collocation 2-Wire Cross Connect, Port												
						Physical Collocation 4-Wire Cross Connect, Port	UEPEX, UEPDD	PE1R4	0.0416	8.00	5.75	5.00	2.69					
Security																		
						Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour	CLO	PE1BT		33.65	22.05							
						Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour	CLO	PE1OT		44.63	28.89							
						Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour	CLO	PE1PT		55.62	35.73							
						Physical Collocation - Security Access System - Security System per Central Office, per Sq. Ft.	CLO	PE1AY	0.0101									
						Physical Collocation - Security Access System - New Card Activation, per Card Activation (First), per State	CLO	PE1A1		38.95								
						Physical Collocation - Security Access System - Administrative Change, existing Access Card, per Request, per State, per Card	CLO	PE1AA		8.84								
						Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card	CLO	PE1AR		28.78								
						Physical Collocation - Security Access - Initial Key, per Key	CLO	PE1AK		23.28								
						Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key	CLO	PE1AL		23.28								
CFA																		
						Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request	CLO	PE1C9		79.52								
Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" and "Subsequent S" respectively																		
						Physical Collocation - Cable Records, per request	CLO	PE1CR	I	1515.00	S	973.64	256.35					
						Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)	CLO	PE1CD		646.84			362.41					
						Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair	CLO	PE1CO		9.11			10.80					
						Physical Collocation, Cable Records, DS1, per T1 TIE	CLO	PE1C1		4.52			5.35					
						Physical Collocation, Cable Records, DS3, per T3 TIE	CLO	PE1C3		15.81			18.73					
						Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)	CLO	PE1CB		169.96			149.97					
						Physical Collocation, Cable Records, CAT5/RJ45	CLO	PE1C5		4.52			5.35					
Virtual to Physical																		
						Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit	CLO	PE1BV		33.00								
						Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit	CLO	PE1BO		33.00								
						Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit	CLO	PE1B1		52.00								
						Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit	CLO	PE1B3		52.00								

COLLOCATION - Florida														Att: 4 Exh: B				
CATEGORY	RATE ELEMENTS			Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
									First	Add'l	First	Add'l	SOME	SOMAN	SOMAN	SOMAN	SOMAN	
		Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR			22.51									
		Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP			22.51									
		Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS			32.73									
		Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE			32.73									
Entrance Cable																		
		Physical Collocation - Fiber Cable Support Structure, per Entrance Cable			CLO	PE1PM	5.19											
		Physical Collocation - Fiber Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EC			994.12		43.84							
		Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED			7.43									
VIRTUAL COLLOCATION																		
Application																		
		Virtual Collocation - Application Fee			AMTFS	EAF			1,241.00		1.20							
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VE1CA			564.81									
		Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF			760.91		1.20							
Space Preparation																		
		Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	5.28											
Power																		
		Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	6.95											
		Virtual Collocation - Power, DC power, per Used Amp			AMTFS	VE1PF	10.69											
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																		
		Virtual Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCXX	UEAC2	0.0201		7.32	5.37	4.58	2.71						
		Virtual Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4	0.0403		8.00	5.75	5.00	2.69						
		Virtual collocation - Special Access & UNE, cross-connect per DS1			ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UEPPX	CNC1X	0.3786		7.88	6.26	1.35	0.9915						
		Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCXX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3, XDEST	CND3X	4.16		32.40	31.03	11.15	10.98						
		Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	1.75		28.26	25.85	13.78	11.01						
		Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	3.50		37.92	35.51	18.20	15.44						
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.0008											
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			AMTFS	VE1CD	0.0012											
		Virtual Collocation 2-Wire Cross Connect, Port			UEPSX, UEPSB, UEPSE, UEPPS, UEPSR, UEPC2C	VE1R2	0.0201		7.32	5.37	4.58	2.71						

COLLOCATION - Florida											Att: 4 Exh: B					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual Collocation 4-Wire Cross Connect, Port			UEPDD, UEPEX	VE1R4	0.0403	8.00	5.75	5.00	2.69						
CFA																
	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR		79.52									
Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" & "Subsequent S" respectively																
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA	I	1515.00	S	973.64	256.35						
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		646.84			362.41						
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		9.11			10.80						
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		4.52			5.35						
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		15.81			18.73						
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		169.96			149.97						
	Virtual Collocation Cable Records - CAT 5/RJ45			AMTFS	VE1B5		4.52			5.35						
Security																
	Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		33.65	22.05								
	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX		44.63	28.89								
	Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		55.62	35.73								
Maintenance																
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		54.05	22.05								
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		72.18	28.89								
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		90.31	35.73								
Entrance Cable																
	Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX		1,473.00			43.84						
	Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX	4.54										
COLLOCATION IN THE REMOTE SITE																
Physical Remote Site Collocation																
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		612.23			270.35						
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	154.59										
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		23.28									
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		223.91									
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		73.39									
	Remote Site DLEC Data (BRSDDD), per Compact Disk, per CO			CLORS	PE1RR		208.02									
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		33.65	22.05								
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		44.63	28.89								
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		55.62	35.73								
Adjacent Remote Site Collocation																
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62								
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134										
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27										
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.																
Virtual Remote Site Collocation																
	Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RB		612.23			270.35						
	Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC	154.59										
	Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR		223.91									
	Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RL		73.39									

COLLOCATION - Florida													Att: 4 Exh: B						
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
										Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
									Rec	First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ADJACENT COLLOCATION																			
		Adjacent Collocation - Space Charge per Sq. Ft.							CLOAC	PE1JA	0.1666								
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.							CLOAC	PE1JC	4.62								
		Adjacent Collocation - 2-Wire Cross-Connects							UEANL,UEQ,UEA,U	PE1JE	0.0194	7.32	5.37	4.58	2.71				
		Adjacent Collocation - 4-Wire Cross-Connects							UEA,UHL,UDL,UCL	PE1JF	0.0388	8.00	5.75	5.00	2.69				
		Adjacent Collocation - DS1 Cross-Connects							USL	PE1JG	0.3708	7.88	6.26	1.35	0.9915				
		Adjacent Collocation - DS3 Cross-Connects							UE3	PE1JH	4.14	32.40	31.03	11.15	10.98				
		Adjacent Collocation - 2-Fiber Cross-Connect							CLOAC	PE1JJ	1.70	28.26	25.85	13.78	11.01				
		Adjacent Collocation - 4-Fiber Cross-Connect							CLOAC	PE1JK	3.33	37.92	35.51	18.20	15.44				
		Adjacent Collocation - Application Fee							CLOAC	PE1JB		2,763.00		1.02					
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp							CLOAC	PE1JL	5.26								
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp							CLOAC	PE1JM	10.53								
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp							CLOAC	PE1JN	15.80								
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp							CLOAC	PE1JO	36.47								
		Adjacent Collocation - Cable Support Structure per Entrance Cable							CLOAC	PE1JP	5.19								

COLLOCATION - Georgia											Att: 4 Exh: B				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMECS	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION															
Application															
	Physical Collocation - Initial Application Fee			CLO	PE1BA		1,284.72		0.59						
	Physical Collocation - Subsequent Application Fee			CLO	PE1CA		1,084.41		0.59						
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		583.18								
	Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		740.83								
	Physical Collocation - Application Cost, Simple Augment			CLO	PE1KS		594.05		1.21						
	Physical Collocation - Application Cost, Minor Augment			CLO	PE1KM		832.95		1.21						
	Physical Collocation - Application Cost, Intermediate Augment			CLO	PE1K1		1,057.00		1.21						
	Physical Collocation - Application Cost - Major Augment			CLO	PE1KJ		2,408.00		1.21						
Space Preparation															
	Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ	4.71									
	Physical Collocation - Space Enclosure, welded wire, first 50 square feet			CLO	PE1BX	144.71									
	Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW	167.00									
	Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW	16.38									
	Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.10									
	Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL	2.27									
	Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM	77.24									
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		140.96								
	Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR		248.50								
Power															
	Physical Collocation - Power, -48V DC Power - per Fused Amp Requested			CLO	PE1PL	4.84									
	Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB	5.16									
	Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD	10.34									
	Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	15.50									
	Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	35.79									
	Physical Collocation - Power - DC power using a CLEC BDFB, per Used Amp			CLO	PE1PW	6.45									
	Physical Collocation - Power, -48V DC Power using a CLEC BDFB - per Fused Amp Requested			CLO	PE1PX	4.31									
	Physical Collocation-Physical Meter Reading Expense			CLO	PE1FL	5.00									
	Physical Collocation - Power - DC power, per Used Amp			CLO	PE1FN	7.24									
	Physical Collocation-Additional Meter Reading Trip Charge, per Central Office per Occurrence			CLO	PE1FM		15.00								
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)															
				UEANL,UEQ, UNCNX, UEA, UCL, UAL, UHL, UDN, UNCVX	PE1P2	0.0202									
	Physical Collocation - 2-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0403									
				WDS1L, WDS1S, UXTD1, ULDD1, USLE1, UNLD1, UITD1, UNC1X, UEPSR, UEPSB, UEPSE, UEPS, USL, UEPEX, UEPDX	PE1P1	0.3807									
	Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning														

COLLOCATION - Georgia											Att: 4 Exh: B				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - DS3 Cross-Connect, provisioning			UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UEPEX, UEPDX, UEPSR, UEPSB, UEPSE, UEPSP	PE1P3	4.15									
	Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	1.76									
	Physical Collocation - 4-Fiber Cross-Connect			ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF, UDFCX	PE1F4	3.38									
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable.			CLO	PE1ES	0.001									
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable.			CLO	PE1DS	0.0015									
	Physical Collocation 2-Wire Cross Connect, Port			UEPSR, UEPSB, UEPSE, UEPSP, UEP2C	PE1R2	0.0202									
	Physical Collocation 4-Wire Cross Connect, Port			UEPEX, UEPDD	PE1R4	0.0403									
Security															
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		16.51	10.82							
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		21.90	14.17							
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		27.29	17.53							
	Physical Collocation - Security Access System - Security System per Central Office, per Sq. Ft.			CLO	PE1AY	0.011									
	Physical Collocation - Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1		21.98								
	Physical Collocation - Security Access System - New Access Card Deactivation, per Card			CLO	PE1A4		8.72	8.72							
	Physical Collocation - Security Access System - Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		5.37								
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		16.99								
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		13.19								
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.19								
CFA															
	Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request			CLO	PE1C9		77.42								
Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" and "Subsequent S" respectively															
	Physical Collocation - Cable Records, per request			CLO	PE1CR		I 742.92	S 477.59		125.63					
	Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		317.29			177.60					
	Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		4.47			5.29					
	Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		2.22			2.62					
	Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		7.76			9.18					
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		83.37			73.49					
	Physical Collocation, Cable Records, CAT5/RJ45			CLO	PE1C5		2.22			2.62					

COLLOCATION - Georgia													Att: 4 Exh: B				
CATEGORY	RATE ELEMENTS			Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
									First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
Virtual to Physical																	
		Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV			33.00								
		Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO			33.00								
		Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1			52.00								
		Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3			52.00								
		Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR			22.59								
		Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP			22.59								
		Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS			32.85								
		Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE			32.85								
Entrance Cable																	
		Physical Collocation - Fiber Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD			736.20		21.49						
		Physical Collocation - Fiber Cable Support Structure, per Entrance Cable			CLO	PE1PM		7.37									
		Physical Collocation, Entrance Cable Support Structure, Copper, per each 100 pairs or fraction thereof (CO Manhole to Collocation Space)			CLO	PE1EE		0.2686									
		Physical Collocation, Entrance Cable Installation, Copper, per Cable (CO Manhole to Collocation Space)			CLO	PE1EF			754.41		21.49						
		Physical Collocation, Entrance Cable Installation, Copper, per each 100 pairs or fraction thereof (CO Manhole to Collocation Space)			CLO	PE1EG			9.11								
		Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED			3.90								
VIRTUAL COLLOCATION																	
Application																	
		Virtual Collocation - Application Fee			AMTFS	EAF			608.92		0.59						
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VE1CA			583.18								
		Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF			609.52								
Space Preparation																	
		Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX		4.71									
Power																	
		Virtual Collocation - Power, per fused amp			AMTFS	ESPAX		4.84									
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																	
					UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCNX	UEAC2		0.0192									
		Virtual Collocation - 2-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4		0.0385									
		Virtual collocation - Special Access & UNE, cross-connect per DS1			ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UEPDX	CNC1X		0.3807									
		Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3, XDEST	CND3X		4.15									

COLLOCATION - Georgia														Att: 4 Exh: B				
CATEGORY	RATE ELEMENTS			Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
									First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	
		Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	1.76											
		Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	3.53											
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.001											
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			AMTFS	VE1CD	0.0015											
		Virtual Collocation 2-Wire Cross Connect, Port			UEPSX, UEPSB, UEPSA, UEPSD, UEPSR, UEPSX	VE1R2	0.0192											
		Virtual Collocation 4-Wire Cross Connect, Port			UEPDD, UEPEX	VE1R4	0.0385											
CFA																		
		Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR	77.42											
Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" & "Subsequent S" respectively																		
		Virtual Collocation Cable Records - per request			AMTFS	VE1BA	I 742.92	S 477.59	125.63									
		Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB	317.29		177.60									
		Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC	4.47		5.29									
		Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD	2.22		2.62									
		Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE	7.76		9.18									
		Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF	83.37		73.49									
		Virtual Collocation Cable Records - CAT 5/RJ45			AMTFS	VE1B5	2.22		2.62									
Security																		
		Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX	16.51	10.82										
		Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX	21.90	14.17										
		Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX	27.29	17.53										
Maintenance																		
		Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX	26.52	10.82										
		Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM	35.41	14.17										
		Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM	44.30	17.53										
Entrance Cable																		
		Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX	736.20		21.49									
		Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX	7.74											
		Virtual Collocation, Entrance Cable Support Structure, Copper, per each 100 pairs or fraction thereof (CO Manhole to Frame)			AMTFS	VE1EE	0.235											
		Virtual Collocation, Entrance Cable Installation, Copper, per Cable (CO Manhole to Frame)			AMTFS	VE1EF	754.41		21.49									
		Virtual Collocation, Entrance Cable Installation, Copper, per each 100 pairs or fraction thereof (CO Manhole to Frame)			AMTFS	VE1EG	9.11											
COLLOCATION IN THE REMOTE SITE																		
Physical Remote Site Collocation																		
		Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA	300.31		132.49									
		Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	148.11											
		Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD	13.19											

COLLOCATION - Georgia													Att: 4 Exh: B				
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		109.83									
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		36.00									
		Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		116.71									
		Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		16.51	10.82								
		Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		21.90	14.17								
		Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		27.29	17.53								
Adjacent Remote Site Collocation																	
		Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62								
		Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134										
		Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27										
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.																	
Virtual Remote Site Collocation																	
		Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RB		300.31		132.49							
		Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC	148.11										
		Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR		109.83									
		Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RL		36.00									
ADJACENT COLLOCATION																	
		Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.1725										
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	4.12										
		Adjacent Collocation - 2-Wire Cross-Connects			UEANL,UEQ,UEA,UCL,UAL,UHL,UDN	PE1JE	0.0176										
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1JF	0.0353										
		Adjacent Collocation - DS1 Cross-Connects			USL	PE1JG	0.3686										
		Adjacent Collocation - DS3 Cross-Connects			UE3	PE1JH	4.83										
		Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JJ	1.69										
		Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	3.31										
		Adjacent Collocation - Application Fee			CLOAC	PE1JB		1,380.83		0.50							
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	5.16										
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	10.34										
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	15.50										
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	35.79										
		Adjacent Collocation - 240V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JD	35.79										

COLLOCATION - Kentucky													Att: 4 Exh: B						
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
										Rec	Nonrecurring		Nonrecurring Disconnect						
											First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																			
Application																			
		Physical Collocation - Initial Application Fee			CLO	PE1BA					3,773.54			1.01					
		Physical Collocation - Subsequent Application Fee			CLO	PE1CA					3,145.35			1.01					
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT					584.20								
		Physical Collocation Administrative Only - Application Fee			CLO	PE1BL					742.12								
		Physical Collocation - Application Cost, Simple Augment			CLO	PE1KS					594.98			1.21					
		Physical Collocation - Application Cost, Minor Augment			CLO	PE1KM					834.26			1.21					
		Physical Collocation - Application Cost, Intermediate Augment			CLO	PE1K1					1,059.00			1.21					
		Physical Collocation - Application Cost - Major Augment			CLO	PE1KJ					2,412.00			1.21					
Space Preparation																			
		Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ			7.99										
		Physical Collocation - Space Enclosure, welded wire, first 50 square feet			CLO	PE1BX			166.83										
		Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW			184.97										
		Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW			18.14										
		Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK			2.32										
		Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL			3.26										
		Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM			110.57										
		Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ			1,206.07										
		Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR			2,158.67										
Power																			
		Physical Collocation - Power, -48V DC Power - per Fused Amp Requested			CLO	PE1PL			8.06										
		Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB			5.44										
		Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD			10.88										
		Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE			16.32										
		Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG			37.68										
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																			
		Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL,UEQ, UNCNX, UEA, UCL, UAL, UHL, UDN, UNCVX	PE1P2			0.0333		24.68		23.68		12.14		10.95		
		Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4			0.0665		24.88		23.82		12.77		11.46		
		Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, U1TD1, UNC1X, UEPSR, UEPSB, UEPSE, UEPSP, USL, UEPEX, UEPDX	PE1P1			1.48		44.23		31.98		12.81		11.57		
		Physical Collocation - DS3 Cross-Connect, provisioning			UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UEPEX, UEPDX, UEPSR, UEPSB, UEPSL, UEPEX, UEPSP	PE1P3			18.89		41.93		30.51		14.75		11.83		

COLLOCATION - Kentucky														Att: 4 Exh: B						
CATEGORY	RATE ELEMENTS						Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
										Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
											First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
								CLO, ULDO3, ULD12, ULD48, U1T03, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	3.75	41.93	30.51	14.76	11.84						
								Physical Collocation - 2-Fiber Cross-Connect												
								ULD03, ULD12, ULD48, U1T03, U1T12, U1T48, UDLO3, UDL12, UDF, UDFCX	PE1F4	6.65	51.29	39.87	19.41	16.49						
								Physical Collocation - 4-Fiber Cross-Connect												
								Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable.	CLO	PE1ES	0.0012									
								Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable.	CLO	PE1DS	0.0018									
								UEPSR, UEPSB, UEPSX, UEP2C	PE1R2	0.0333	24.68	23.68	12.14	10.95						
								Physical Collocation 2-Wire Cross Connect, Port												
								Physical Collocation 4-Wire Cross Connect, Port	PE1R4	0.0665	24.88	23.82	12.77	11.46						
Security																				
								Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour	CLO	PE1BT		33.98	21.53							
								Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour	CLO	PE1OT		44.26	27.81							
								Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour	CLO	PE1PT		54.54	34.09							
								Physical Collocation - Security Access System, Security System, per Central Office	CLO	PE1AX	76.10									
								Physical Collocation - Security Access System - New Card Activation, per Card Activation (First), per State	CLO	PE1A1	0.058	55.79								
								Physical Collocation - Security Access System - Administrative Change, existing Access Card, per Request, per State, per Card	CLO	PE1AA		15.64								
								Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card	CLO	PE1AR		45.74								
								Physical Collocation - Security Access - Initial Key, per Key	CLO	PE1AK		26.29								
								Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key	CLO	PE1AL		26.29								
CFA																				
								Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request	CLO	PE1C9		77.55								
Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" and "Subsequent S" respectively																				
								Physical Collocation - Cable Records, per request	CLO	PE1CR	I	1524.45	S	980.01		267.02				
								Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)	CLO	PE1CD		656.37				379.70				
								Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair	CLO	PE1CO		9.65				11.84				
								Physical Collocation, Cable Records, DS1, per T1 TIE	CLO	PE1C1		4.52				5.54				
								Physical Collocation, Cable Records, DS3, per T3 TIE	CLO	PE1C3		15.81				19.39				
								Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)	CLO	PE1CB		169.63				154.85				
								Physical Collocation, Cable Records, CAT5/RJ45	CLO	PE1C5		4.52				5.54				
Virtual to Physical																				
								Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit	CLO	PE1BV		33.00								
								Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit	CLO	PE1BO		33.00								
								Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit	CLO	PE1B1		52.00								
								Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit	CLO	PE1B3		52.00								

COLLOCATION - Kentucky														Att: 4 Exh: B			
CATEGORY	RATE ELEMENTS			Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
									First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit				CLO	PE1BR		22.49								
		Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit				CLO	PE1BP		22.49								
		Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit				CLO	PE1BS		32.71								
		Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit				CLO	PE1BE		32.71								
Entrance Cable																	
		Physical Collocation - Fiber Cable Installation, Pricing, non-recurring charge, per Entrance Cable				CLO	PE1BD		1,729.11		45.16						
		Physical Collocation - Fiber Cable Support Structure, per Entrance Cable				CLO	PE1PM	19.86									
		Physical Collocation - Fiber Entrance Cable Installation, per Fiber				CLO	PE1ED		7.75								
VIRTUAL COLLOCATION																	
Application																	
		Virtual Collocation - Application Fee				AMTFS	EAF		2,419.86		1.01						
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application				AMTFS	VE1CA		584.20								
		Virtual Collocation Administrative Only - Application Fee				AMTFS	VE1AF		742.12								
Space Preparation																	
		Virtual Collocation - Floor Space, per sq. ft.				AMTFS	ESPVX	7.99									
Power																	
		Virtual Collocation - Power, per fused amp				AMTFS	ESPAX	8.06									
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																	
		Virtual Collocation - 2-wire cross-connect, loop, provisioning				UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCNX	UEAC2	0.0309	24.68	23.68	12.14	10.95					
		Virtual Collocation - 4-wire cross-connect, loop, provisioning				UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4	0.0619	24.88	23.82	12.77	11.46					
		Virtual collocation - Special Access & UNE, cross-connect per DS1				ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UEPDX	CNC1X	1.48	44.23	31.98	12.81	11.57					
		Virtual collocation - Special Access & UNE, cross-connect per DS3				USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLX, UNLD3, XDEST	CND3X	18.89	41.93	30.51	14.75	11.83					
		Virtual Collocation - 2-Fiber Cross Connects				UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	3.80	41.94	30.51	14.76	11.84					
		Virtual Collocation - 4-Fiber Cross Connects				UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	7.59	51.29	39.87	19.41	16.49					
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable				AMTFS	VE1CB	0.0012									
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable				AMTFS	VE1CD	0.0018									
		Virtual Collocation 2-Wire Cross Connect, Port				UEPSX, UEPSB, UEPS, UEPSR, UEP2C	VE1R2	0.0309	24.68	23.68	12.14	10.95					
		Virtual Collocation 4-Wire Cross Connect, Port				UEPDD, UEPEX	VE1R4	0.0619	24.88	23.82	12.77	11.46					

COLLOCATION - Kentucky											Att: 4 Exh: B					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
CFA																
	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR		77.55									
Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" & "Subsequent S" respectively																
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA	I	1524.45	S	980.01	267.02						
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		656.37			379.70						
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		9.65			11.84						
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		4.52			5.54						
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		15.81			19.39						
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		169.63			154.85						
	Virtual Collocation Cable Records - CAT 5/RJ45			AMTFS	VE1B5		4.52			5.54						
Security																
	Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		33.98	21.53								
	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX		44.26	27.81								
	Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		54.54	34.09								
Maintenance																
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		56.07	21.53								
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		73.23	27.81								
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		90.39	34.09								
Entrance Cable																
	Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX		1,729.11			45.16						
	Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX		17.38									
COLLOCATION IN THE REMOTE SITE																
Physical Remote Site Collocation																
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		617.78			338.89						
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	219.67										
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		26.29									
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		232.64									
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		75.40									
	Remote Site DLEC Data (BRSD), per Compact Disk, per CO			CLORS	PE1RR		233.42									
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		33.98	21.53								
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		44.26	27.81								
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		54.54	34.09								
Adjacent Remote Site Collocation																
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62								
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134										
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27										
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.																
Virtual Remote Site Collocation																
	Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RB		617.78			338.89						
	Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC	219.67										
	Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR		232.64									
	Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RL		75.40									
ADJACENT COLLOCATION																

COLLOCATION - Kentucky													Att: 4 Exh: B			
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0173									
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.35									
		Adjacent Collocation - 2-Wire Cross-Connects			UEANL,UEQ,UEA,UCL, UAL, UHL, UDN	PE1JE	0.0258	24.68	23.68	12.14	10.95					
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1JF	0.0515	24.88	23.82	12.77	11.46					
		Adjacent Collocation - DS1 Cross-Connects			USL	PE1JG	1.37	44.23	31.98	12.81	11.57					
		Adjacent Collocation - DS3 Cross-Connects			UE3	PE1JH	18.61	41.93	30.51	14.75	11.83					
		Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JJ	3.15	41.93	30.51	14.76	11.84					
		Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	6.02	51.29	39.87	19.41	16.49					
		Adjacent Collocation - Application Fee			CLOAC	PE1JB		3,165.50								
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	5.44									
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	10.88									
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	16.32									
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	37.68									

COLLOCATION - Louisiana											Att: 4 Exh: B					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	First	Add'l	Nonrecurring Disconnect							First
PHYSICAL COLLOCATION																
Application																
	Physical Collocation - Initial Application Fee			CLO	PE1BA		1,837.24									
	Physical Collocation - Subsequent Application Fee			CLO	PE1CA		1,533.41									
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		583.30									
	Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		741.97									
	Physical Collocation - Application Cost, Simple Augment			CLO	PE1KS		596.35		1.22							
	Physical Collocation - Application Cost, Minor Augment			CLO	PE1KM		836.18		1.22							
	Physical Collocation - Application Cost, Intermediate Augment			CLO	PE1KI		1,061.00		1.22							
	Physical Collocation - Application Cost - Major Augment			CLO	PE1KJ		2,418.00		1.22							
Space Preparation																
	Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ	5.30										
	Physical Collocation - Space Enclosure, welded wire, first 50 square feet			CLO	PE1BX	166.40										
	Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW	184.50										
	Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW	18.10										
	Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.31										
	Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL	2.70										
	Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM	91.60										
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		583.33									
	Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR		1,044.07									
Power																
	Physical Collocation - Power, -48V DC Power - per Fused Amp Requested			CLO	PE1PL	8.32										
	Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB	5.45										
	Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD	10.92										
	Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	16.37										
	Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	37.80										
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																
	Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL,UEQ, UNCNX, UEA, UCL, UAL, UHL, UDN, UNCVX	PE1P2	0.0318	11.94	11.46								
	Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0636	12.04	11.53								
	Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, U1TD1, UNC1X, UEPSR, UEPSB, UEPSL, UEPEX, UEPDX	PE1P1	1.04	21.39	15.47								
	Physical Collocation - DS3 Cross-Connect, provisioning			UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UEPEX, UEPDX, UEPSR, UEPSB, UEPSL, UEPSD	PE1P3	13.21	20.28	14.76								

COLLOCATION - Louisiana														Att: 4 Exh: B			
CATEGORY	RATE ELEMENTS			Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
									First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - 2-Fiber Cross-Connect				CLO, ULDO3, ULD12, ULD48, U1T03, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	2.62	20.28	14.76							
		Physical Collocation - 4-Fiber Cross-Connect				ULD03, ULD12, ULD48, U1T03, U1T12, U1T48, UDLO3, UDL12, UDF, UDFCX	PE1F4	4.65	24.81	19.29							
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable.				CLO	PE1ES	0.001									
		Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable.				CLO	PE1DS	0.0015									
		Physical Collocation 2-Wire Cross Connect, Port				UEPSR, UEPSB, UEPSX, UEP2C	PE1R2	0.0318	11.94	11.46							
		Physical Collocation 4-Wire Cross Connect, Port				UEPEX, UEPDD	PE1R4	0.0636	12.04	11.53							
Security																	
		Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour				CLO	PE1BT		16.44	10.42							
		Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour				CLO	PE1OT		21.41	13.45							
		Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour				CLO	PE1PT		26.38	16.49							
		Physical Collocation - Security Access System - Security System per Central Office, per Sq. Ft.				CLO	PE1AY	0.0224									
		Physical Collocation - Security Access System - New Card Activation, per Card Activation (First), per State				CLO	PE1A1	0.0579	27.50								
		Physical Collocation - Security Access System - Administrative Change, existing Access Card, per Request, per State, per Card				CLO	PE1AA		7.74								
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card				CLO	PE1AR		22.64								
		Physical Collocation - Security Access - Initial Key, per Key				CLO	PE1AK		13.01								
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key				CLO	PE1AL		13.01								
CFA																	
		Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request				CLO	PE1C9		77.43								
Cable Records																	
		Recurring Collocation Cable Records - per request				CLO	PE1CU	10.97									
		Recurring Collocation Cable Records - VG/DS0 Cable, per cable record				CLO	PE1CE	5.29									
		Recurring Collocation Cable Records - VG/DS0 Cable, per each 100 pair				CLO	PE1CT	0.08									
		Recurring Collocation Cable Records - DS1, per T1TIE				CLO	PE1C2	0.04									
		Recurring Collocation Cable Records - DS3, per T3TIE				CLO	PE1C4	0.13									
		Recurring Collocation Cable Records - Fiber Cable, per 99 fiber records				CLO	PE1CG	1.37									
		Physical Collocation, Cable Records, CAT5/RJ45				CLO	PE1C6	0.04									
Virtual to Physical																	
		Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit				CLO	PE1BV		33.00								
		Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit				CLO	PE1BO		33.00								
		Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit				CLO	PE1B1		52.00								
		Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit				CLO	PE1B3		52.00								

COLLOCATION - Louisiana											Att: 4 Exh: B					
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR		22.52								
		Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		22.52								
		Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		32.74								
		Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		32.74								
	Entrance Cable															
		Physical Collocation - Fiber Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		841.54								
		Physical Collocation - Fiber Cable Support Structure, per Entrance Cable			CLO	PE1PM	18.31									
		Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		3.88								
VIRTUAL COLLOCATION																
	Application															
		Virtual Collocation - Application Fee			AMTFS	EAf		1,770.40								
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VE1CA		583.30								
		Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		741.97								
	Space Preparation															
		Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	5.30									
	Power															
		Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	8.32									
	Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)															
		Virtual Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEa, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCNCX	UEAC2	0.0296	11.94	11.46							
		Virtual Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4	0.0591	12.04	11.53							
		Virtual collocation - Special Access & UNE, cross-connect per DS1			ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UEPODX	CNC1X	1.04	21.39	15.47							
		Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLsX, UNLD3, XDEST	CND3X	13.21	20.28	14.76							
		Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	2.65	20.29	14.76							
		Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	5.31	24.81	19.29							
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.001									
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			AMTFS	VE1CD	0.0015									
		Virtual Collocation 2-Wire Cross Connect, Port			UEPSX, UEPSB, UEPSE, UEPSP, UEPSR, UEPC	VE1R2	0.0296	11.94	11.46							
		Virtual Collocation 4-Wire Cross Connect, Port			UEPDD, UEPEX	VE1R4	0.0591	12.04	11.53							

COLLOCATION - Louisiana											Att: 4 Exh: B					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
CFA																
	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR		77.43									
Cable Records																
	Virtual Collocation Cable Records - per request(LA only)			AMTFS	VE1BG	10.97										
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record(LA only)			AMTFS	VE1BH	5.29										
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair(LA only)			AMTFS	VE1BJ	0.08										
	Virtual Collocation Cable Records - DS1, per T1TIE(LA only)			AMTFS	VE1BK	0.04										
	Virtual Collocation Cable Records - DS3, per T3TIE(LA only)			AMTFS	VE1BL	0.13										
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records(LA only)			AMTFS	VE1BM	1.37										
	Virtual Collocation Cable Records - CAT 5/RJ45 (LA only)			AMTFS	VE1B6	0.04										
Security																
	Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		16.44	10.42								
	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX		21.41	13.45								
	Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		26.38	16.49								
Maintenance																
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		27.12	10.42								
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		35.42	13.45								
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		43.72	16.49								
Entrance Cable																
	Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX		841.54									
	Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX	16.02										
COLLOCATION IN THE REMOTE SITE																
Physical Remote Site Collocation																
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		298.80									
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	225.39										
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		13.01									
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		112.52									
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		36.47									
	Remote Site DLEC Data (BRSD), per Compact Disk, per CO			CLORS	PE1RR		233.21									
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		16.44	10.42								
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		21.41	13.45								
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		26.38	16.49								
Adjacent Remote Site Collocation																
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62								
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134										
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27										
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.																
Virtual Remote Site Collocation																
	Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RB		298.80									
	Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC	225.39										
	Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR		112.52									
	Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RL		36.47									
ADJACENT COLLOCATION																

COLLOCATION - Louisiana													Att: 4 Exh: B			
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0552									
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.61									
		Adjacent Collocation - 2-Wire Cross-Connects			UEANL,UEQ,UEA,UCL, UAL, UHL, UDN	PE1JE	0.0245	11.94	11.46							
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1JF	0.0491	12.04	11.53							
		Adjacent Collocation - DS1 Cross-Connects			USL	PE1JG	0.9605	21.39	15.47							
		Adjacent Collocation - DS3 Cross-Connects			UE3	PE1JH	13.01	20.28	14.76							
		Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JJ	2.20	20.28	14.76							
		Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	4.21	24.81	19.29							
		Adjacent Collocation - Application Fee			CLOAC	PE1JB		1,543.20								
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	5.45									
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	10.92									
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	16.37									
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	37.80									

COLLOCATION - Mississippi													Att: 4 Exh: B							
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
										Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
											First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																				
Application																				
		Physical Collocation - Initial Application Fee			CLO	PE1BA			1,890.38											
		Physical Collocation - Subsequent Application Fee			CLO	PE1CA			1,575.69											
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT			583.13											
		Physical Collocation Administrative Only - Application Fee			CLO	PE1BL			740.76											
		Physical Collocation - Application Cost, Simple Augment			CLO	PE1KS			597.34			1.22								
		Physical Collocation - Application Cost, Minor Augment			CLO	PE1KM			837.57			1.22								
		Physical Collocation - Application Cost, Intermediate Augment			CLO	PE1K1			1,063.00			1.22								
		Physical Collocation - Application Cost - Major Augment			CLO	PE1KJ			2,422.00			1.22								
Space Preparation																				
		Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ		5.74												
		Physical Collocation - Space Enclosure, welded wire, first 50 square feet			CLO	PE1BX		165.23												
		Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW		183.20												
		Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW		17.97												
		Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK		2.30												
		Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL		2.52												
		Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM		85.67												
		Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		604.19												
		Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR		1,081.40												
Power																				
		Physical Collocation - Power, -48V DC Power - per Fused Amp Requested			CLO	PE1PL		7.33												
		Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB		5.29												
		Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD		10.58												
		Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE		15.87												
		Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG		36.65												
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																				
		Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL,UEQ, UNCNX, UEA, UCL, UAL, UHL, UDN, UNCVX	PE1P2		0.0288	12.37	11.87	6.04	5.45								
		Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4		0.0576	12.47	11.94	6.59	5.91								
		Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, U1TD1, UNC1X, UEPSR, UEPSB, UEPSL, UEPEX, UEPDX	PE1P1		1.14	22.16	16.02	6.60	5.97								
		Physical Collocation - DS3 Cross-Connect, provisioning			UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UEPEX, UEPDX, UEPSR, UEPSB, UEPSL, UEPEX, UEPDX	PE1P3		14.49	21.01	15.29	7.61	6.10								

COLLOCATION - Mississippi														Att: 4 Exh: B				
CATEGORY	RATE ELEMENTS			Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
									First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	
						CLO, ULDO3, ULD12, ULD48, U1T03, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	2.87	21.01	15.29	7.61	6.10						
						Physical Collocation - 2-Fiber Cross-Connect												
						ULD03, ULD12, ULD48, U1T03, U1T12, U1T48, UDLO3, UDL12, UDF, UDFCX	PE1F4	5.10	25.70	19.97	10.01	8.50						
						Physical Collocation - 4-Fiber Cross-Connect												
						Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable.	PE1ES	0.001										
						Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable.	PE1DS	0.0015										
						UEPSR, UEPS, UEPSB, UEPSX, UEP2C	PE1R2	0.0288	12.37	11.87	6.04	5.45		15.75				
						Physical Collocation 2-Wire Cross Connect, Port	PE1R4	0.0576	12.47	11.94	6.59	5.91		15.75				
						Physical Collocation 4-Wire Cross Connect, Port												
Security																		
						Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour	PE1BT		17.02	10.79								
						Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour	PE1OT		22.17	13.94								
						Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour	PE1PT		27.32	17.08								
						Physical Collocation - Security Access System, Security System, per Central Office	PE1AX	75.23										
						Physical Collocation - Security Access System - New Card Activation, per Card Activation (First), per State	PE1A1	0.0576	27.95									
						Physical Collocation - Security Access System - Administrative Change, existing Access Card, per Request, per State, per Card	PE1AA		7.84									
						Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card	PE1AR		22.91									
						Physical Collocation - Security Access - Initial Key, per Key	PE1AK		13.17									
						Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key	PE1AL		13.17									
CFA																		
						Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request	PE1C9		77.41									
Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" and "Subsequent S" respectively																		
						Physical Collocation - Cable Records, per request	PE1CR		I 763.69	S 490.94	133.77							
						Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)	PE1CD		328.81		190.22							
						Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair	PE1CO		4.84		5.93							
						Physical Collocation, Cable Records, DS1, per T1 TIE	PE1C1		2.27		2.78							
						Physical Collocation, Cable Records, DS3, per T3 TIE	PE1C3		7.92		9.72							
						Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)	PE1CB		84.98		77.58							
						Physical Collocation, Cable Records, CAT5/RJ45	PE1C5		2.27		2.78							
Virtual to Physical																		
						Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit	PE1BV		33.00									
						Physical Collocation - Virtual to Physical Collocation Relocation, per DS0 Circuit	PE1BO		33.00									
						Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit	PE1B1		52.00									
						Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit	PE1B3		52.00									

COLLOCATION - Mississippi														Att: 4 Exh: B			
CATEGORY	RATE ELEMENTS			Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
									First	Add'l	First	Add'l	SOME	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit				CLO	PE1BR		22.54								
		Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit				CLO	PE1BP		22.54								
		Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit				CLO	PE1BS		32.78								
		Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit				CLO	PE1BE		32.78								
Entrance Cable																	
		Physical Collocation - Fiber Cable Installation, Pricing, non-recurring charge, per Entrance Cable				CLO	PE1BD		926.27		22.62						
		Physical Collocation - Fiber Cable Support Structure, per Entrance Cable				CLO	PE1PM	17.42									
		Physical Collocation - Fiber Entrance Cable Installation, per Fiber				CLO	PE1ED		3.89								
VIRTUAL COLLOCATION																	
Application																	
		Virtual Collocation - Application Fee				AMTFS	EAF		1,212.25		0.51						
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application				AMTFS	VE1CA		583.13								
		Virtual Collocation Administrative Only - Application Fee				AMTFS	VE1AF		740.76								
Space Preparation																	
		Virtual Collocation - Floor Space, per sq. ft.				AMTFS	ESPVX	5.74									
Power																	
		Virtual Collocation - Power, per fused amp				AMTFS	ESPAX	7.33									
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																	
		Virtual Collocation - 2-wire cross-connect, loop, provisioning				UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCNCX	UEAC2	0.0268	12.37	11.87	6.04	5.45					
		Virtual Collocation - 4-wire cross-connect, loop, provisioning				UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4	0.0536	12.47	11.94	6.59	5.91					
		Virtual Collocation - Special Access & UNE, cross-connect per DS1				ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UEPDX	CNC1X	1.14	22.16	16.02	6.60	5.97					
		Virtual collocation - Special Access & UNE, cross-connect per DS3				USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3, XDEST	CND3X	14.49	21.01	15.29	7.61	6.10					
		Virtual Collocation - 2-Fiber Cross Connects				UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	2.91	21.01	15.29	7.61	6.10					
		Virtual Collocation - 4-Fiber Cross Connects				UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	5.82	25.70	19.97	10.01	8.50					
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable				AMTFS	VE1CB	0.001									
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable				AMTFS	VE1CD	0.0015									
		Virtual Collocation 2-Wire Cross Connect, Port				UEPSX, UEPSB, UEPSL, UEPSR, UEPC2C	VE1R2	0.0268	12.37	11.87	6.04	5.45					
		Virtual Collocation 4-Wire Cross Connect, Port				UEPDD, UEPEX	VE1R4	0.0536	12.47	11.94	6.59	5.91					

COLLOCATION - Mississippi											Att: 4 Exh: B					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
CFA																
	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR		77.41									
Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" & "Subsequent S" respectively																
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA	I	763.69	S	490.94	133.77						
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		328.81			190.22						
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		4.84			5.93						
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		2.27			2.78						
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		7.92			9.72						
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		84.98			77.58						
	Virtual Collocation Cable Records - CAT 5/RJ45			AMTFS	VE1B5		2.27			2.78						
Security																
	Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		17.02	10.79								
	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX		22.17	13.94								
	Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		27.32	17.08								
Maintenance																
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		28.09	10.79								
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		36.69	13.94								
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		45.28	17.08								
Entrance Cable																
	Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX		926.27			22.62						
	Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX		15.24									
COLLOCATION IN THE REMOTE SITE																
Physical Remote Site Collocation																
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		309.48			168.63						
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB		210.05									
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		13.17									
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		116.54									
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		37.77									
	Remote Site DLEC Data (BRSD), per Compact Disk, per CO			CLORS	PE1RR		233.14									
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		17.02	10.79								
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		22.17	13.94								
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		27.32	17.08								
Adjacent Remote Site Collocation																
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62								
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT		0.134									
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS		6.27									
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.																
Virtual Remote Site Collocation																
	Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RB		309.48			168.63						
	Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC		210.05									
	Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR		116.54									
	Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RL		37.77									
ADJACENT COLLOCATION																

COLLOCATION - Mississippi													Att: 4 Exh: B				
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	
		Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0678										
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	4.68										
		Adjacent Collocation - 2-Wire Cross-Connects			UEANL,UEQ,UEA,UCL, UAL, UHL, UDN	PE1JE	0.0223	12.37	11.87	6.04	5.45						
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1JF	0.0446	12.47	11.94	6.59	5.91						
		Adjacent Collocation - DS1 Cross-Connects			USL	PE1JG	1.05	22.16	16.02	6.60	5.97						
		Adjacent Collocation - DS3 Cross-Connects			UE3	PE1JH	14.27	21.01	15.29	7.61	6.10						
		Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JJ	2.42	21.01	15.29	7.61	6.10						
		Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	4.62	25.70	19.97	10.01	8.50						
		Adjacent Collocation - Application Fee			CLOAC	PE1JB		1,585.83									
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	5.29										
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	10.58										
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	15.87										
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	36.65										

COLLOCATION - North Carolina													Att: 4 Exh: B							
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
										Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
											First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																				
Application																				
		Physical Collocation - Initial Application Fee			CLO	PE1BA			2,322.00											
		Physical Collocation - Subsequent Application Fee			CLO	PE1CA			2,311.00											
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT			317.20											
		Physical Collocation Administrative Only - Application Fee			CLO	PE1BL			741.44											
		Physical Collocation - Application Cost, Simple Augment			CLO	PE1KS			269.83				1.15							
		Physical Collocation - Application Cost, Minor Augment			CLO	PE1KM			493.40				1.15							
		Physical Collocation - Application Cost, Intermediate Augment			CLO	PE1K1			1,012.00				1.15							
		Physical Collocation - Application Cost - Major Augment			CLO	PE1KJ			2,343.00				1.15							
Space Preparation																				
		Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ		2.69												
		Physical Collocation - Space Enclosure, welded wire, first 50 square feet			CLO	PE1BX			534.44											
		Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW			559.81											
		Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW			25.37											
		Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK		2.42												
		Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL		2.88												
		Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM		97.98												
		Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ			1,196.00											
		Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR			2,140.00											
Power																				
		Physical Collocation - Power, -48V DC Power - per Fused Amp Requested			CLO	PE1PL		7.65												
		Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB		5.50												
		Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD		11.01												
		Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE		16.51												
		Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG		38.12												
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																				
		Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL,UEQ, UNCNX, UEA, UCL, UAL, UHL, UDN, UNCVX	PE1P2		0.0309	19.77	14.95										
		Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4		0.0618	19.95	15.05										
		Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, U1TD1, UNC1X, UEPSR, UEPSB, UEPSE, UEPSL, UEPDX	PE1P1		1.38	39.15	23.20										
		Physical Collocation - DS3 Cross-Connect, provisioning			UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UEPEX, UEPDX, UEPSR, UEPSB, UEPSE, UEPSL	PE1P3		17.62	38.25	21.94										

COLLOCATION - North Carolina														Att: 4 Exh: B			
CATEGORY	RATE ELEMENTS			Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
									First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - 2-Fiber Cross-Connect				CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	3.50	38.25	21.94							
		Physical Collocation - 4-Fiber Cross-Connect				ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF, UDFCX	PE1F4	6.20	43.96	26.17							
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable.				CLO	PE1ES	0.0028									
		Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable.				CLO	PE1DS	0.0041									
		Physical Collocation 2-Wire Cross Connect, Port				UEPSR, UEPSB, UEPSX, UEP2C	PE1R2	0.0309	19.77	14.95				26.94	12.76		
		Physical Collocation 4-Wire Cross Connect, Port				UEPEX, UEPDD	PE1R4	0.0618	19.95	15.05				26.94	12.76		
Security																	
		Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour				CLO	PE1BT		33.68	21.34							
		Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour				CLO	PE1OT		43.87	27.57							
		Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour				CLO	PE1PT		54.06	33.80							
		Physical Collocation - Security Access System - Security System per Central Office, per Sq. Ft.				CLO	PE1AY	0.0135									
		Physical Collocation - Security Access System - New Card Activation, per Card Activation (First), per State				CLO	PE1A1	0.0622	15.00								
		Physical Collocation - Security Access System - Administrative Change, existing Access Card, per Request, per State, per Card				CLO	PE1AA		15.51								
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card				CLO	PE1AR		15.00								
		Physical Collocation - Security Access - Initial Key, per Key				CLO	PE1AK		15.00								
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key				CLO	PE1AL		15.00								
CFA																	
		Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request				CLO	PE1C9		77.48								
Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" and "Subsequent S" respectively																	
		Physical Collocation - Cable Records, per request				CLO	PE1CR		I 1458.00	S 937.29		245.00	245.00				
		Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)				CLO	PE1CD		622.69	622.69		346.35	346.35				
		Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair				CLO	PE1CO		8.77	8.77		10.32	10.32				
		Physical Collocation, Cable Records, DS1, per T1 TIE				CLO	PE1C1		4.35	4.35		5.11	5.11				
		Physical Collocation, Cable Records, DS3, per T3 TIE				CLO	PE1C3		15.22	15.22		17.90	17.90				
		Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)				CLO	PE1CB		163.61	163.61		143.32	143.32				
		Physical Collocation, Cable Records, CAT5/RJ45				CLO	PE1C5		2.27			2.78					
Virtual to Physical																	
		Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit				CLO	PE1BV		33.00								
		Physical Collocation - Virtual to Physical Collocation Relocation, per DS0 Circuit				CLO	PE1BO		33.00								
		Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit				CLO	PE1B1		52.00								
		Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit				CLO	PE1B3		52.00								

COLLOCATION - North Carolina												Att: 4 Exh: B					
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR		69.51	20.45								
		Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		69.51	20.45								
		Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		78.93	29.87								
		Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		75.11	26.04								
Entrance Cable																	
		Physical Collocation - Fiber Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		1,233.00									
		Physical Collocation - Fiber Cable Support Structure, per Entrance Cable			CLO	PE1PM	20.57										
		Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		7.79									
VIRTUAL COLLOCATION																	
Application																	
		Virtual Collocation - Application Fee			AMTFS	EAF		1,195.00									
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VE1CA		317.20									
		Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		741.44									
Space Preparation																	
		Virtual Collocation - Floor Space, per sq. ft.	I		AMTFS	ESPVX	2.69										
Power																	
		Virtual Collocation - Power, per fused amp	I		AMTFS	ESPAX	7.65										
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																	
		Virtual Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCNCX	UEAC2	0.0225	19.77	14.95								
		Virtual Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4	0.0449	19.95	15.05								
		Virtual collocation - Special Access & UNE, cross-connect per DS1			ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UEPDX	CNC1X	0.4195	39.15	23.20								
		Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3, XDEST	CND3X	4.41	38.25	21.94								
		Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	1.96	38.25	21.94								
		Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	3.93	43.96	26.17								
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.0028										
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			AMTFS	VE1CD	0.0041										
		Virtual Collocation 2-Wire Cross Connect, Port			UEPSX, UEPSB, UEPSE, UEPSP, UEPSP, UEP2C	VE1R2	0.0225	19.77	14.95								
		Virtual Collocation 4-Wire Cross Connect, Port			UEPDD, UEPEX	VE1R4	0.0449	19.95	15.05								

COLLOCATION - North Carolina											Att: 4 Exh: B				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
CFA															
	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR		77.48								
Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" & "Subsequent S" respectively															
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA	I	1458.00	S	937.29	245.00	245.00				
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		622.69	622.69	346.35	346.35					
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		8.77	8.77	10.32	10.32					
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		4.35	4.35	5.11	5.11					
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		15.22	15.22	17.90	17.90					
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		163.61	163.61	143.32	143.32					
	Virtual Collocation Cable Records - CAT 5/RJ45			AMTFS	VE1B5		4.35	4.35	5.11	5.11					
Security															
	Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		33.68	21.34							
	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX		43.87	27.57							
	Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		54.06	33.80							
Maintenance															
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		52.03	21.22							
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		69.48	27.81							
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		86.94	34.40							
Entrance Cable															
	Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX		1,233.00								
	Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX		13.28								
COLLOCATION IN THE REMOTE SITE															
Physical Remote Site Collocation															
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		589.38		258.38						
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	218.07									
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		15.00								
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		215.55								
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		70.65								
	Remote Site DLEC Data (BRSD), per Compact Disk, per CO			CLORS	PE1RR		232.94								
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		33.68	21.34							
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		43.87	27.57							
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		54.06	33.80							
Adjacent Remote Site Collocation															
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62							
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134									
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27									
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.															
Virtual Remote Site Collocation															
	Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RB		589.38		258.38						
	Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC	218.07									
	Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR		215.55								
	Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RL		70.65								
ADJACENT COLLOCATION															

COLLOCATION - North Carolina										Att: 4 Exh: B					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.1555									
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.78									
	Adjacent Collocation - 2-Wire Cross-Connects			UEANL,UEQ,UEA,UCL, UAL, UHL, UDN	PE1JE	0.0239	19.77	14.95							
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1JF	0.0477	19.95	15.05							
	Adjacent Collocation - DS1 Cross-Connects			USL	PE1JG	1.28	39.15	23.20							
	Adjacent Collocation - DS3 Cross-Connects			UE3	PE1JH	17.35	38.25	21.94							
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JJ	2.94	38.25	21.94							
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	5.62	43.96	26.17							
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		2,266.00		0.5842						
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	5.50									
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	11.01									
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	16.51									
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	38.12									
Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.															

COLLOCATION - South Carolina											Att: 4 Exh: B				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION															
Application															
	Physical Collocation - Initial Application Fee			CLO	PE1BA		1,883.67		0.51						
	Physical Collocation - Subsequent Application Fee			CLO	PE1CA		1,570.10		0.51						
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		584.42								
	Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		743.66								
	Physical Collocation - Application Cost, Simple Augment			CLO	PE1KS		594.27		1.21						
	Physical Collocation - Application Cost, Minor Augment			CLO	PE1KM		833.26		1.21						
	Physical Collocation - Application Cost, Intermediate Augment			CLO	PE1K1		1,058.00		1.21						
	Physical Collocation - Application Cost - Major Augment			CLO	PE1KJ		2,409.00		1.21						
Space Preparation															
	Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ	3.95									
	Physical Collocation - Space Enclosure, welded wire, first 50 square feet			CLO	PE1BX	197.69									
	Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW	219.19									
	Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW	21.50									
	Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.75									
	Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL	3.24									
	Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM	110.16									
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ	602.05									
	Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR	1,077.57									
Power															
	Physical Collocation - Power, -48V DC Power - per Fused Amp Requested			CLO	PE1PL	9.19									
	Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB	5.67									
	Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD	11.36									
	Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	17.03									
	Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	39.33									
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)															
	Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL,UEQ, UNCNX, UEA, UCL, UAL, UHL, UDN, UNCVX	PE1P2	0.0341	12.32	11.83	6.04	5.45					
	Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0682	12.42	11.90	6.40	5.74					
	Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L, WDS1S, UXTD1, ULDD1, USLE1, UNLD1, U1TD1, UNC1X, UEPSR, UEPSB, UEPSL, UEPEX, UEPDX	PE1P1	1.12	22.08	15.96	6.42	5.80					
	Physical Collocation - DS3 Cross-Connect, provisioning			UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UEPEX, UEPDX, UEPSR, UEPSB, UEPSE, UEPSP	PE1P3	14.21	20.94	15.23	7.39	5.93					

COLLOCATION - South Carolina														Att: 4 Exh: B			
CATEGORY	RATE ELEMENTS			Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
									First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - 2-Fiber Cross-Connect				CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	2.82	20.94	15.23	7.40	5.93					
		Physical Collocation - 4-Fiber Cross-Connect				ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF, UDFCX	PE1F4	5.01	25.61	19.90	9.73	8.26					
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable.				CLO	PE1ES	0.001									
		Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable.				CLO	PE1DS	0.0015									
		Physical Collocation 2-Wire Cross Connect, Port				UEPSR, UEPS, UEPSB, UEPSX, UEP2C	PE1R2	0.0341	12.32	11.83	6.04	5.45		15.69			
		Physical Collocation 4-Wire Cross Connect, Port				UEPEX, UEPDD	PE1R4	0.0682	12.42	11.90	6.40	5.74		15.69			
Security																	
		Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour				CLO	PE1BT		16.96	10.75							
		Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour				CLO	PE1OT		22.10	13.89							
		Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour				CLO	PE1PT		27.23	17.02							
		Physical Collocation - Security Access System, Security System, per Central Office				CLO	PE1AX	74.72									
		Physical Collocation - Security Access System - New Card Activation, per Card Activation (First), per State				CLO	PE1A1	0.0601	27.85								
		Physical Collocation - Security Access System - Administrative Change, existing Access Card, per Request, per State, per Card				CLO	PE1AA		7.81								
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card				CLO	PE1AR		22.83								
		Physical Collocation - Security Access - Initial Key, per Key				CLO	PE1AK		13.13								
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key				CLO	PE1AL		13.13								
CFA																	
		Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request				CLO	PE1C9		77.71								
Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" and "Subsequent S" respectively																	
		Physical Collocation - Cable Records, per request				CLO	PE1CR		I 760.98	S 489.20	133.29						
		Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)				CLO	PE1CD		327.65		189.54						
		Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair				CLO	PE1CO		4.82		5.91						
		Physical Collocation, Cable Records, DS1, per T1 TIE				CLO	PE1C1		2.26		2.77						
		Physical Collocation, Cable Records, DS3, per T3 TIE				CLO	PE1C3		7.90		9.68						
		Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)				CLO	PE1CB		84.68		77.30						
		Physical Collocation, Cable Records, CAT5/RJ45				CLO	PE1C5		2.26		2.77						
Virtual to Physical																	
		Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit				CLO	PE1BV		33.00								
		Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit				CLO	PE1BO		33.00								
		Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit				CLO	PE1B1		52.00								
		Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit				CLO	PE1B3		52.00								

COLLOCATION - South Carolina														Att: 4 Exh: B			
CATEGORY	RATE ELEMENTS			Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
									First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit				CLO	PE1BR		22.43								
		Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit				CLO	PE1BP		22.43								
		Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit				CLO	PE1BS		32.61								
		Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit				CLO	PE1BE		32.61								
Entrance Cable																	
		Physical Collocation - Fiber Cable Installation, Pricing, non-recurring charge, per Entrance Cable				CLO	PE1BD		794.22		22.54						
		Physical Collocation - Fiber Cable Support Structure, per Entrance Cable				CLO	PE1PM	21.33									
		Physical Collocation - Fiber Entrance Cable Installation, per Fiber				CLO	PE1ED		3.87								
VIRTUAL COLLOCATION																	
Application																	
		Virtual Collocation - Application Fee				AMTFS	EAF		1,207.95		0.51						
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application				AMTFS	VE1CA		584.42								
		Virtual Collocation Administrative Only - Application Fee				AMTFS	VE1AF		743.66								
Space Preparation																	
		Virtual Collocation - Floor Space, per sq. ft.				AMTFS	ESPVX	3.95									
Power																	
		Virtual Collocation - Power, per fused amp				AMTFS	ESPAX	9.19									
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																	
		Virtual Collocation - 2-wire cross-connect, loop, provisioning				UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCNCX	UEAC2	0.0317	12.32	11.83	6.04	5.45					
		Virtual Collocation - 4-wire cross-connect, loop, provisioning				UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4	0.0634	12.42	11.90	6.40	5.74					
		Virtual collocation - Special Access & UNE, cross-connect per DS1				ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UEPDX	CNC1X	1.12	22.08	15.96	6.42	5.80					
		Virtual collocation - Special Access & UNE, cross-connect per DS3				USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3, XDEST	CND3X	14.21	20.94	15.23	7.39	5.93					
		Virtual Collocation - 2-Fiber Cross Connects				UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	2.86	20.94	15.23	7.40	5.93					
		Virtual Collocation - 4-Fiber Cross Connects				UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	5.71	25.61	19.90	9.73	8.26					
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable				AMTFS	VE1CB	0.001									
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable				AMTFS	VE1CD	0.0015									
		Virtual Collocation 2-Wire Cross Connect, Port				UEPSX, UEPSB, UEPSL, UEPSR, UEPC2C	VE1R2	0.0317	12.32	11.83	6.04	5.45					
		Virtual Collocation 4-Wire Cross Connect, Port				UEPDD, UEPEX	VE1R4	0.0634	12.42	11.90	6.40	5.74					

COLLOCATION - South Carolina											Att: 4 Exh: B					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
CFA																
	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR		77.71									
Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" & "Subsequent S" respectively																
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA		I 760.98	S 489.20	133.29							
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		327.65		189.54							
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		4.82		5.91							
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		2.26		2.77							
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		7.90		9.68							
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		84.68		77.30							
	Virtual Collocation Cable Records - CAT 5/RJ45			AMTFS	VE1B5		2.26		2.77							
Security																
	Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		16.96	10.75								
	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX		22.10	13.89								
	Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		27.23	17.02								
Maintenance																
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		27.99	10.75								
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		36.56	13.89								
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		45.12	17.02								
Entrance Cable																
	Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX		794.22		22.54							
	Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX		18.66									
COLLOCATION IN THE REMOTE SITE																
Physical Remote Site Collocation																
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		308.38		168.60							
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB		246.44									
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		13.13									
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		116.13									
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		37.64									
	Remote Site DLEC Data (BRSD), per Compact Disk, per CO			CLORS	PE1RR		234.50									
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		16.96	10.75								
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		22.10	13.89								
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		27.23	17.02								
Adjacent Remote Site Collocation																
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62								
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT		0.134									
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS		6.27									
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.																
Virtual Remote Site Collocation																
	Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RB		616.76		337.19							
	Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC		246.44									
	Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR		232.25									
	Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RL		75.27									
ADJACENT COLLOCATION																

COLLOCATION - South Carolina													Att: 4 Exh: B			
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0939									
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	6.40									
		Adjacent Collocation - 2-Wire Cross-Connects			UEANL,UEQ,UEA,UCL, UAL, UHL, UDN	PE1JE	0.0264	12.32	11.83	6.04	5.45					
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1JF	0.0527	12.42	11.90	6.40	5.74					
		Adjacent Collocation - DS1 Cross-Connects			USL	PE1JG	1.03	22.08	15.96	6.42	5.80					
		Adjacent Collocation - DS3 Cross-Connects			UE3	PE1JH	14.00	20.94	15.23	7.39	5.93					
		Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JJ	2.37	20.94	15.23	7.40	5.93					
		Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	4.53	25.61	19.90	9.73	8.26					
		Adjacent Collocation - Application Fee			CLOAC	PE1JB		1,580.20								
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	5.67									
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	11.36									
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	17.03									
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	39.33									

COLLOCATION - Tennessee													Att: 4 Exh: B			
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																
Application																
		Physical Collocation - Initial Application Fee			CLO	PE1BA		1,285.98								
		Physical Collocation - Subsequent Application Fee			CLO	PE1CA		1,085.48								
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		585.09								
		Physical Collocation - Power Reconfiguration Only, Application Fee			CLO	PE1PR		400.10								
		Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		743.25								
Space Preparation																
		Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ		5.94								
		Physical Collocation - Space Enclosure, welded wire, first 50 square feet			CLO	PE1BX		197.09								
		Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW		218.53								
		Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW		21.44								
		Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK		2.74								
		Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL		2.95								
		Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM		100.14								
		Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		1,204.00								
		Physical Collocation - Space Availability Report, per Central Office Requested	I		CLO	PE1SR		2,027.00								
Power																
		Physical Collocation - Power, -48V DC Power - per Fused Amp Requested			CLO	PE1PL		8.87								
		Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB		5.60								
		Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD		11.22								
		Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE		16.82								
		Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG		38.84								
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																
		Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL,UEQ, UNCNX, UEA, UCL, UAL, UHL, UDN, UNCVX	PE1P2		0.033		33.82	31.92					
		Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4		0.066		33.94	31.95					
		Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, U1TD1, UNC1X, UEPSR, UEPSB, UEPSE, UEPSP, USL, UEPEX, UEPDX	PE1P1		1.51		53.27	40.16					
		Physical Collocation - DS3 Cross-Connect, provisioning			UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UEPEX, UEPDX, UEPSR, UEPSB, UEPSE, UEPSP	PE1P3		19.26		52.37	38.89					

COLLOCATION - Tennessee														Att: 4 Exh: B					
CATEGORY	RATE ELEMENTS			Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
								Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Disconnect Add'l	SOME C	SOMAN	OSS Rates(\$)				
															SOMAN	SOMAN	SOMAN		
		Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1T03, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	15.64	41.56	29.82	12.96	10.34				2.69	2.69	1.56	1.56	
		Physical Collocation - 4-Fiber Cross-Connect			ULD03, ULD12, ULD48, U1T03, U1T12, U1T48, UDLO3, UDL12, UDF, UDFCX	PE1F4	28.11	50.53	38.78	16.97	14.35				2.69	2.69	1.56	1.56	
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable.			CLO	PE1ES	0.0013												
		Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable.			CLO	PE1DS	0.0019												
		Physical Collocation 2-Wire Cross Connect, Port			UEPSR, UEPSB, UEPSX, UEP2C	PE1R2	0.033	33.82	31.92						20.35	10.54	13.32	1.40	
		Physical Collocation 4-Wire Cross Connect, Port			UEPEX, UEPDD	PE1R4	0.066	33.94	31.95						20.35	10.54	13.32	1.40	
Security																			
		Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		33.91	21.49										
		Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		44.17	27.76										
		Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		54.42	34.02										
		Physical Collocation - Security Access System - Security System per Central Office			CLO	PE1AX	55.99												
		Physical Collocation - Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1	0.059	55.67											
		Physical Collocation - Security Access System - Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		15.61											
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		45.64											
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		26.24											
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		26.24											
CFA																			
		Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request			CLO	PE1C9		77.67											
Cable Records																			
		Physical Collocation - Cable Records, per request			CLO	PE1CR		1,711.00											
		Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		925.06											
		Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		18.05											
		Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		8.45											
		Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		29.57											
		Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		279.42											
		Physical Collocation, Cable Records, CAT5/RJ45			CLO	PE1C5		8.45											
Virtual to Physical																			
		Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV		33.00											
		Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00											
		Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00											
		Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00											

COLLOCATION - Tennessee														Att: 4 Exh: B				
CATEGORY	RATE ELEMENTS			Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
								Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	OSS Rates(\$)					
													SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR			21.11									
		Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP			21.11									
		Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS			30.69									
		Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE			30.69									
Entrance Cable																		
		Physical Collocation - Fiber Cable Support Structure, per Entrance Cable			CLO	PE1PM		19.80										
		Physical Collocation - Fiber Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EC			1,071.00		43.10							
		Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED			7.29									
VIRTUAL COLLOCATION																		
Application																		
		Virtual Collocation - Application Fee			AMTFS	EAF			2,633.00						2.07	2.81	0.67	1.41
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VE1CA			585.09									
		Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF			743.25									
Space Preparation																		
		Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX		3.91										
Power																		
		Virtual Collocation - Power, per fused amp			AMTFS	ESPAX		6.79										
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																		
		Virtual Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCNX	UEAC2		0.57	11.62	9.90	10.38	8.66		2.07	2.81	0.67	1.41	
		Virtual Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4		0.57	11.81	10.04	10.44	8.67		2.07	2.81	0.67	1.41	
		Virtual collocation - Special Access & UNE, cross-connect per DS1			ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UEPDX	CNC1X		1.32	32.22	17.76	10.46	8.75		2.07	2.81	0.67	1.41	
		Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3, XDEST	CND3X		12.32	29.97	16.30	12.03	8.99		2.07	2.81	0.67	1.41	
		Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F		3.03	41.56	29.82	12.96	10.34		2.69	2.69	1.56	1.56	
		Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F		6.06	50.53	38.78	16.97	14.35		2.69	2.69	1.56	1.56	
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB		0.0013										
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			AMTFS	VE1CD		0.0019										
		Virtual Collocation 2-Wire Cross Connect, Port			UEPSX, UEPSB, UEPS, UEPSR, UEP2C	VE1R2		0.57	11.62	9.90	10.38	8.66		20.35	10.54	13.32	1.40	
		Virtual Collocation 4-Wire Cross Connect, Port			UEPDD, UEPEX	VE1R4		0.57	11.81	10.04	10.44	8.67		20.35	10.54	13.32	1.40	

COLLOCATION - Tennessee											Att: 4 Exh: B					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	OSS Rates(\$)					
											SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
CFA																
	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR		77.67									
Cable Records																
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA		1,711.00									
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		925.06									
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		18.05									
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		8.45									
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		29.57									
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		279.42									
	Virtual Collocation Cable Records - CAT 5/RJ45			AMTFS	VE1B5		8.45									
Security																
	Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		33.15	20.44					2.07	2.81	0.67	1.41
	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX		41.50	25.61					2.07	2.81	0.67	1.41
	Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		49.86	30.79					2.07	2.81	0.67	1.41
Maintenance																
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		30.64						2.07	2.81	0.67	1.41
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		35.77						2.07	2.81	0.67	1.41
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		40.90						2.07	2.81	0.67	1.41
Entrance Cable																
	Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX		1,749.00						2.07	2.81	0.67	1.41
	Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX		17.87									
COLLOCATION IN THE REMOTE SITE																
Physical Remote Site Collocation																
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		580.20		312.76							
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	220.41										
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		24.69									
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		218.49									
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		70.81									
	Remote Site DLEC Data (BRSD), per Compact Disk, per CO			CLORS	PE1RR		234.15									
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		33.91	21.49								
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		44.17	27.76								
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		54.42	34.02								
Adjacent Remote Site Collocation																
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62								
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134										
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27										
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.																
Virtual Remote Site Collocation																
	Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RB		580.20		312.76							
	Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC	220.41										
	Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR		218.49									
	Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RL		70.81									
ADJACENT COLLOCATION																

COLLOCATION - Tennessee											Att: 4 Exh: B				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0656									
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.53									
	Adjacent Collocation - 2-Wire Cross-Connects			UEANL,UEQ,UEA,UCL, UAL, UHL, UDN	PE1JE	0.34	11.12	10.18	11.33	10.23		1.77	1.77	1.12	1.12
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1JF	0.33	11.30	10.31	11.62	10.44		1.77	1.77	1.12	1.12
	Adjacent Collocation - DS1 Cross-Connects			USL	PE1JG	1.70	28.39	16.88	11.65	10.54		1.77	1.77	1.12	1.12
	Adjacent Collocation - DS3 Cross-Connects			UE3	PE1JH	19.03	26.23	15.51	13.40	10.77		1.77	1.77	1.12	1.12
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JJ	3.49	26.23	15.51	13.41	10.78		1.77	1.77	1.12	1.12
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	6.50	29.75	19.02	17.60	14.97		1.77	1.77	1.12	1.12
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		2,973.00		0.95			0.00	0.00	0.00	0.00
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	5.81									
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	11.64									
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	17.45									
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	40.30									
Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.															

Attachment 5

Access to Numbers and Number Portability

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ACCESS TO NUMBERS AND NUMBER PORTABILITY**1. Non-Discriminatory Access to Telephone Numbers**

- 1.1 During the term of this Agreement, where SkyBest is utilizing its own switch, SkyBest shall contact the North American Numbering Plan Administrator (NANPA), or, where applicable, the relevant Number Pool Administrator for the assignment of numbering resources.
- 1.2 Where AT&T provides resold services to SkyBest, AT&T will provide SkyBest with online access to available telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. SkyBest acknowledges that such access to numbers shall be in accordance with the appropriate FCC rules and regulations. SkyBest may designate up to a forecasted six (6) months supply of available numbers as intermediate (an available number provided to SkyBest) telephone numbers per rate center if the following conditions are met:
- 1.2.1 SkyBest must: (1) indicate that all of the intermediate numbers currently held by SkyBest in each rate center where SkyBest will be requesting intermediate telephone numbers have six (6) or less months to exhaust; (2) supply projected monthly telephone number demand on a rate center basis for the coming twelve (12) months for each rate center where SkyBest will be requesting intermediate telephone numbers; and, (3) demonstrate that the utilization level on current intermediate numbers held by SkyBest in the rate center where SkyBest is requesting telephone numbers has reached at least seventy-five percent (75%).
- 1.2.2 The above information will be provided by SkyBest by submitting to AT&T a fully completed "CO Code Assignments Months To Exhaust Certification Worksheet – TN Level" (MTE Worksheet), Appendix B to the Central Office Code (NXX) Assignments Guidelines, INC 95-0407-008 for each rate center where SkyBest will be requesting intermediate telephone numbers. The utilization level is calculated by dividing all intermediate numbers currently assigned by SkyBest to customers by the total number of intermediate numbers held by SkyBest in the rate center and multiplying the result by one hundred (100).
- 1.2.3 If fulfilling SkyBest's request for intermediate numbers results in AT&T having to submit a request for additional telephone numbers to a national numbering administrator (either NANPA CO Code Administration or NeuStar Pooling Administration or their successors), AT&T will submit the required numbering request to the national numbering administrator to satisfy SkyBest's request for intermediate numbers. AT&T will also pursue all appropriate steps (including submitting a safety valve request (petition) to the appropriate Commission if the numbering request is denied by the national administrator) to satisfy SkyBest's request for intermediate numbers. In these cases, AT&T is not obligated to fulfill the request by SkyBest for intermediate numbers unless, and until, AT&T's request for additional numbering resources is granted.
- 1.2.4 SkyBest agrees to supply supporting information for any numbering request and/or safety valve request that AT&T files pursuant to Section 1.2.3 above.

- 1.3 SkyBest acknowledges that there may be instances where there is an industry shortage of available telephone numbers in a number plan area (NPA). These instances occur where a jeopardy status has been declared by NANPA and the industry has determined that limiting the assignment of new numbers is the appropriate method to employ until the jeopardy can be alleviated. In such NPA jeopardy situations where assignment of new numbers is restricted per the jeopardy guidelines developed by the industry, AT&T may request that SkyBest cancel all or a portion of its unassigned intermediate numbers. SkyBest's consent to AT&T's request shall not be unreasonably withheld.
- 2. Local Number Portability**
- 2.1 The Parties will offer LNP in accordance with rules, regulations and guidelines adopted by the Commission, the FCC and industry fora.
- 2.2 Service Management System (SMS) Administration. The Parties will work cooperatively with other local service providers to establish and maintain contracts for the LNP SMS.
- 2.3 Network Architecture. The Parties agree to adhere to applicable FCC rules and orders governing LNP network architecture.
- 2.4 Signaling. In connection with LNP, each Party agrees to use SS7 signaling in accordance with applicable FCC rules and orders.
- 2.5 N-1 Query. The Parties agree to adhere to applicable FCC rules and orders governing LNP N-1 queries.
- 2.6 Porting of Reserved Numbers and Suspended Lines. Customers of each Party may port numbers, via LNP, that are in a denied state or that are on suspend status. In addition, customers of each Party may port reserved numbers that the customer has paid to reserve. Portable reserved numbers are identified on the Customer Service Record (CSR). In anticipation of porting from one Party to the other Party, a Party's customer may reserve additional telephone numbers and include them with the numbers that are subsequently ported to the other Party. It is not necessary to restore a denied number before it is ported.
- 2.7 Splitting of Number Groups. The Parties shall permit blocks of subscriber numbers (including, but not limited to, Direct Inward Dial (DID) numbers and MultiServ groups) to be split in connection with an LNP request. AT&T and SkyBest shall permit customers who port a portion of DID numbers to retain DID service on the remaining portion of numbers. If a Party requests porting a range of DID numbers smaller than a whole block, that Party shall pay the applicable charges for doing so as set forth in Attachment 2. In the event no rate is set forth in Attachment 2, then the Parties shall negotiate a rate for such services.
- 2.8 The Parties will set Location Routing Number (LRN) unconditional or ten (10) digit triggers where applicable. Where triggers are set, the porting Party will remove the ported number at the same time the trigger is removed.

- 2.9 A trigger order is a service order issued in advance of the porting of a number. A trigger order 1) initiates call queries to the AIN SS7 network in advance of the number being ported; and 2) provides for the new service provider to be in control of when a number ports.
- 2.10 Where triggers are not set, the Parties shall coordinate the porting of the number between service providers so as to minimize service interruptions to the customer.
- 2.11 AT&T and SkyBest will work cooperatively to implement changes to LNP process flows ordered by the FCC or as recommended by standard industry foras addressing LNP.
- 2.12 Where SkyBest utilizes AT&T's LNP Query Service, AT&T shall bill and SkyBest shall pay the query charge associated with LNP Query Service as set forth in Attachment 2. To receive the LNP Query Service charge set forth in Attachment 2, SkyBest shall fill out and submit the Interconnection data sheet for AT&T LNP Query Service. The form can be obtained on AT&T's Wholesale - Southeast Region Web site under AT&T LNP Query Service and click on forms. Once the form has been filled out and submitted the LNP Query charge will take effect on the approved date. This charge is not subject to the resale discount set forth in Attachment 1.
- 3. Service Order Charges**
- 3.1 The terms, conditions and rates for OSS utilized in connection with LNP are as set forth in Attachment 6 and Exhibit A of Attachment 2.

Attachment 6

Pre-Ordering, Ordering, Provisioning, Maintenance and Repair

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PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR**1. Quality of Pre-Ordering, Ordering, Provisioning, Maintenance and Repair**

- 1.1 AT&T shall provide to SkyBest nondiscriminatory access to its OSS and the necessary information contained therein in order that SkyBest can perform the functions of pre-ordering, ordering, provisioning, maintenance and repair, and billing. AT&T shall provide SkyBest with all relevant documentation (manuals, user guides, specifications, etc.) regarding business rules and other formatting information as well as practices and procedures necessary to ensure requests are efficiently processed. All documentation will be readily accessible at AT&T's Wholesale – Southeast Region Web site. AT&T shall ensure that its OSS are designed to accommodate requests for both current and projected demands of SkyBest and other CLECs in the aggregate.

2. Access to Operations Support Systems

- 2.1 AT&T shall provide to SkyBest nondiscriminatory access to its OSS and the necessary information contained therein in order that SkyBest can perform the functions of pre-ordering, ordering, provisioning, maintenance and repair, and billing. AT&T shall provide nondiscriminatory access to the OSS through manual and/or electronic interfaces as described in this Attachment. It is the sole responsibility of SkyBest to obtain the technical capability to access and utilize AT&T's OSS interfaces. Specifications for SkyBest's access and use of AT&T's electronic interfaces are set forth at AT&T's Wholesale – Southeast Region Web site.

- 2.1.1 SkyBest agrees to comply with the provisions of the OSS Interconnection Volume Guidelines as set forth at AT&T's Wholesale – Southeast Region Web site.

2.2 Pre-Ordering

- 2.2.1 AT&T will provide electronic access to its OSS and the information contained therein in order that SkyBest can perform the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, customer record information and loop makeup information. Mechanized access is provided by electronic interfaces whose specifications for access and use are set forth at AT&T's Wholesale – Southeast Region Web site. The process by which the Parties will manage these electronic interfaces to include the development and introduction of new interfaces will be governed by the change management process as described in Section 2.7 below.

- 2.2.2 AT&T shall provide to SkyBest electronic access to customer service record information in accordance with the applicable performance intervals referenced in Attachment 9. If electronic access is not available, AT&T shall provide to SkyBest such information within twenty-four (24) hours. SkyBest shall provide to AT&T access to customer record information, including circuit numbers associated with each telephone number where applicable. SkyBest shall provide such information within four (4) hours after request via electronic access where available. If electronic access is not available, SkyBest shall provide to AT&T paper copies of customer record

information, including circuit numbers associated with each telephone number where applicable. SkyBest shall provide to AT&T such customer service records within twenty-four (24) hours of a valid request, exclusive of Saturdays, Sundays and holidays.

- 2.2.3 The Parties agree not to view, copy, or otherwise obtain access to the other Party's customer record information about any of the other Party's customers without that customer's permission. SkyBest will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the state in which the service is provided. AT&T reserves the right to audit SkyBest's access to customer record information. If AT&T has reason to believe, through its audit or by any other means, that SkyBest is accessing customer record information without having obtained the proper customer authorization, AT&T upon reasonable notice to SkyBest may take corrective action, including but not limited to suspending or terminating SkyBest's access to AT&T's pre-ordering and ordering OSS, and the provisioning of pending and existing services.

2.3 Ordering

- 2.3.1 AT&T will make available to SkyBest electronic interfaces for the purpose of exchanging order information, including order status and completion notification, for non-complex and certain complex resale requests and certain network elements. Specifications for access and use of AT&T's electronic interfaces are set forth at AT&T's Wholesale – Southeast Region Web site. The process by which the Parties will manage these electronic interfaces to include the development and introduction of new interfaces will be governed by the change management process as described in Section 2.7 below.

- 2.3.2 SkyBest shall place orders for services by submitting a LSR to AT&T. AT&T shall bill SkyBest an electronic service order charge at the rate set forth in the applicable Attachment to this Agreement for each LSR submitted by means of an electronic interface. AT&T shall bill SkyBest a manual service order charge at the rate set forth in the applicable Attachment to this Agreement for each LSR submitted by means other than the electronic Interfaces (e.g., mail, fax, courier, etc.). An individual LSR will be identified for billing purposes by its PON.

- 2.3.2.1 SkyBest may submit an LSR to request that a customer's service be temporarily suspended, denied, or restored. Alternatively, SkyBest may submit a list of such customers if SkyBest provides a separate PON for each location on the list. AT&T will bill an electronic or manual service order charge for each location.

- 2.3.2.2 AT&T will bill the electronic or manual service order charge, as applicable, for an LSR, regardless of whether that LSR is later supplemented, clarified or cancelled.

- 2.3.2.3 Notwithstanding the foregoing, AT&T will not bill an additional electronic or manual service order charge for supplements to any LSR submitted to clarify, correct, change or cancel a previously submitted LSR.

- 2.3.2.4 AT&T shall return a Firm Order Confirmation (FOC) or LSR clarification in accordance with the applicable performance intervals referenced in Attachment 9. SkyBest shall provide to AT&T a FOC within twenty-four (24) hours of the receipt from AT&T of a complete and accurate LSR,

exclusive of Saturdays, Sundays and holidays. SkyBest shall provide to AT&T an LSR clarification within twenty-four (24) hours of the receipt from AT&T of an incomplete and inaccurate LSR, exclusive of Saturdays, Sundays and holidays.

2.4 Provisioning

2.4.1 AT&T shall provision services during its regular working hours. To the extent SkyBest requests provisioning of service to be performed outside AT&T's regular working hours, or the work so requested requires AT&T's technicians or project managers to work outside of regular working hours, overtime charges set forth in AT&T's intrastate Access Services Tariff, Section E13.2, shall apply. Notwithstanding the foregoing, if such work is performed outside of regular working hours by a AT&T technician or project manager during his or her scheduled shift and AT&T does not incur any overtime charges in performing the work on behalf of SkyBest, AT&T will not assess SkyBest additional charges beyond the rates and charges specified in this Agreement.

2.4.2 In the event AT&T must dispatch to the customer's location more than once due to incorrect or incomplete information provided by SkyBest (e.g., incomplete address, incorrect contact name/number, etc.), AT&T will bill SkyBest for each additional dispatch required to provision the circuit due to the incorrect/incomplete information provided. AT&T will assess the applicable Maintenance of Service rates from BellSouth's FCC No. 1 Tariff, Section 13.3.1.

2.4.3 Cancellation Charges. If SkyBest cancels an LSR for network elements or resold services subsequent to AT&T's generation of a service order, any costs incurred by AT&T in conjunction with provisioning of Services as requested on the cancelled LSR will be recovered in accordance with the cancellation methodology set forth in the Cancellation Charge Percentage Chart found on AT&T's Wholesale – Southeast Region Web site. In addition, AT&T reserves the right to assess cancellation charges if SkyBest fails to respond within nine (9) business days to a Missed Appointment order notification.

2.4.3.1 Notwithstanding the foregoing, if SkyBest places an LSR based upon AT&T's loop makeup information, and such information is inaccurate resulting in the inability of AT&T to provision the network elements requested and another spare compatible facility cannot be found with the transmission characteristics of the network elements originally requested, cancellation charges described in this Section shall not apply. Where SkyBest places a single LSR for multiple network elements or services based upon loop makeup information, and information as to some, but not all, of the network elements or services is inaccurate, if AT&T cannot provision the network elements or services that were the subject of the inaccurate loop makeup information, SkyBest may cancel its request for those network elements or services without incurring cancellation charges as described in this Section. In such instance, should SkyBest elect to cancel the entire LSR, cancellation charges as described in this Section shall apply to those elements and services that were not the subject of inaccurate loop makeup.

2.4.4 Service Date Advancement Charges (Expedites). For Service Date Advancement requests by SkyBest, Service Date Advancement charges will apply for intervals less than the standard interval as outlined in the AT&T Product and Services Interval Guide. The charges are as set forth in Exhibit A of Attachment 2.

- 2.4.5 Order Modification Charges. If SkyBest modifies an order after being sent a FOC from AT&T, the Order Modification Charge (OMC) or Order Modification Charge Additional Dispatch (OMCAD) will be paid by SkyBest in accordance with Exhibit A of Attachment 2.
- 2.5 Maintenance and Repair
- 2.5.1 AT&T will make available to SkyBest electronic interfaces for the purpose of reporting and monitoring service troubles. Specifications for access and use of AT&T's maintenance and repair electronic interfaces are set forth at AT&T's Wholesale – Southeast Region Web site. The process by which the Parties will manage these electronic interfaces to include the development and introduction of new interfaces will be governed by the change management process as described in Section 2.7 below. Requests for trouble repair are billed in accordance with the provisions of this Agreement. AT&T and SkyBest agree to adhere to AT&T's Operational Understanding. The Operational Understanding may be accessed via AT&T's Wholesale – Southeast Region Web site.
- 2.5.2 If SkyBest reports a trouble on a AT&T Network Element and no trouble is found in AT&T's network, AT&T will charge SkyBest a Maintenance of Service Charge for any dispatching and testing (both inside and outside the CO) required by AT&T in order to confirm the working status. AT&T will assess the Maintenance of Service rates as set forth in BellSouth's FCC No. 1 Tariff, Section 13.3.1.
- 2.5.2.1 In the event AT&T must dispatch to the customer's location more than once due to incorrect or incomplete information provided by SkyBest (e.g., incomplete address, incorrect contact name/number, etc.), AT&T will bill SkyBest for each additional dispatch required to repair the circuit due to the incorrect/incomplete information provided. AT&T will assess the Maintenance of Service rates as set forth in BellSouth's FCC No. 1 Tariff, Section 13.3.1.
- 2.5.3 If SkyBest reports a trouble on a resold service and no trouble is found in AT&T's network, AT&T will charge SkyBest a Trouble Determination Charge or a Trouble Location Charge for any dispatching and testing (both inside and outside the CO) required by AT&T in order to confirm the working status. AT&T will assess the Trouble Determination Charge or Trouble Location Charge from the applicable AT&T tariff.
- 2.5.3.1 In the event AT&T must dispatch to the customer's location more than once due to incorrect or incomplete information provided by SkyBest (e.g., incomplete address, incorrect contact name/number, etc.), AT&T will bill SkyBest for each additional dispatch required to repair the circuit due to the incorrect/incomplete information provided. AT&T will assess the Trouble Determination Charge or Trouble Location Charge from the applicable AT&T tariff.
- 2.6 Billing. AT&T will provide SkyBest nondiscriminatory access to billing information as specified in Attachment 7.
- 2.7 Change Management. The Parties agree that the collaborative change management process known as the Change Control Process (CCP) will be used to manage changes to existing interfaces, introduction of new interfaces and retirement of interfaces. The Parties agree to comply with the provisions of the documented CCP as may be amended from time to time and incorporated

herein by reference. The change management process will cover changes to AT&T's electronic interfaces, AT&T's testing environment, associated manual process improvements, and relevant documentation. The process will define a procedure for resolution of change management disputes. Documentation of the CCP as well as related information and processes will be clearly organized and readily accessible to SkyBest at AT&T's Wholesale – Southeast Region Web site.

2.8 Rates. Unless otherwise specified herein, charges for the use of AT&T's OSS, and other charges applicable to pre-ordering, ordering, provisioning and maintenance and repair, shall be at the rates set forth in the applicable Attachment of this Agreement.

2.9 The Commissions in some states have ordered per element manual additive nonrecurring charges 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 nonrecurring charges will apply in these states, rather than the charge per LSR. The per element charges are listed in Exhibit A of Attachment 2.

3. **Miscellaneous**

3.1 Pending Orders. To the extent that SkyBest submits an LSR with incomplete, incorrect or conflicting information, AT&T will return the LSR to SkyBest for clarification. SkyBest shall respond to the request for clarification within thirty (30) days by submitting a supplemental LSR. If SkyBest does not submit a supplement LSR within thirty (30) days, AT&T will cancel the original LSR and SkyBest shall be required to submit a new LSR, with a new PON.

3.2 Single Point of Contact. SkyBest will be the single point of contact with AT&T for ordering activity for network elements and other services used by SkyBest to provide services to its customers, except that AT&T may accept a request directly from another CLEC, or AT&T, acting with authorization of the affected customer. SkyBest and AT&T shall each execute a blanket LOA with respect to customer requests so that prior proof of customer authorization will not be necessary with every request (except in the case of a local service freeze). The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for requests, provided, however, that such processes shall comply with applicable state and federal law and industry and regulatory guidelines. Pursuant to a request from another carrier, AT&T may disconnect any network element being used by SkyBest to provide service to that customer and may reuse such network elements or facilities to enable such other carrier to provide service to the customer. AT&T will notify SkyBest that such a request has been processed but will not be required to notify SkyBest in advance of such processing.

3.2.1 Neither Party shall prevent or delay a customer from migrating to another carrier because of unpaid bills, denied service, or contract terms.

3.2.2 Use of Facilities. When a customer of SkyBest elects to discontinue service and to transfer service to another local exchange carrier, including AT&T, AT&T shall have the right to reuse the facilities provided to SkyBest, regardless whether those facilities are provided as Network Elements or as part of a resold service, and regardless of whether the end user served with such facilities has paid

all charges to SkyBest or has been denied service for nonpayment or otherwise. AT&T will notify SkyBest that such a request has been processed after the disconnect order has been completed.

- 3.3 Contact Numbers. The Parties agree to provide one another with toll-free nation-wide (50 states) contact numbers for the purpose of ordering, provisioning and maintenance of services. Contact numbers for maintenance/repair of services shall be staffed twenty-four (24) hours per day, seven (7) days per week. AT&T will close trouble tickets after making a reasonable effort to contact SkyBest for authorization to close a ticket. AT&T will place trouble tickets in delayed maintenance status after making a reasonable effort to contact SkyBest to request additional information or to request authorization for additional work deemed necessary by AT&T.
- 3.4 Subscription Functions. In cases where AT&T performs subscription functions for an IXC (i.e., PIC and LPIC changes via Customer Account Record Exchange (CARE)), AT&T will in all possible instances provide the affected IXCs with the OCN of the local provider for the purpose of obtaining customer billing account and other customer information required under subscription requirements.
- 3.4.1 When SkyBest's customer, served by resale or loop and port combinations, changes its PIC or LPIC, and per AT&T's FCC or state tariff the interexchange carrier elects to charge the customer the PIC or LPIC change charge, AT&T will bill the PIC or LPIC change charge to SkyBest, which has the billing relationship with that customer, and SkyBest may pass such charge to the customer.

Attachment 7

Billing

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BILLING**1. Payment and Billing Arrangements**

The terms and conditions set forth in this Attachment shall apply to all services ordered and provisioned pursuant to this Agreement.

- 1.1 AT&T will bill through the Carrier Access Billing System (CABS), Integrated Billing System (IBS) and/or the Customer Records Information Systems (CRIS) depending on the particular service(s) provided to SkyBest under this Agreement. AT&T will use its best efforts to format bills in CABS Billing Output Specification (CBOS) standard format. AT&T's billing format may change in accordance with applicable industry standards; provided, however, that AT&T may, in some instances, not apply CBOS standard format for certain types of billing for certain products and services. Billing in a format other than CBOS shall not be the basis of any SkyBest dispute or withholding of payment.
 - 1.1.1 For any service(s) AT&T receives from SkyBest, SkyBest shall bill AT&T in CBOS format.
 - 1.1.2 Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to AT&T.
 - 1.1.3 AT&T will render bills each month on established bill days for each of SkyBest's accounts. If either Party requests multiple billing media or additional copies of the bills, the billing Party will provide these at the rates set forth in BellSouth's FCC No. 1 Tariff, Section 13.3.6.3, except for resold services which shall be at the rates set forth in AT&T's Non-Regulated Services Pricing List N6.
 - 1.1.4 AT&T will bill SkyBest in advance for all services to be provided during the ensuing billing period except charges associated with service usage and nonrecurring charges, which will be billed in arrears.
 - 1.1.4.1 For resold services, charges for services will be calculated on an individual customer account level, including, if applicable, any charge for usage or usage allowances. AT&T will also bill SkyBest, and SkyBest will be responsible for and remit to AT&T, all charges applicable to said services including but not limited to 911 and E911 charges, EUCL charges, federal subscriber line charges, telecommunications relay charges, and franchise fees, unless otherwise ordered by a Commission.
 - 1.1.5 AT&T will not perform billing and collection services for SkyBest as a result of the execution of this Agreement.
- 1.2 Establishing Accounts and Subsequent State Certifications. After submitting a credit profile and deposit, if required, and after receiving certification as a local exchange carrier from the appropriate Commission, SkyBest will provide the appropriate AT&T Senior Carriers Accounts Manager responsible for new CLEC activation, the necessary documentation to enable AT&T to establish accounts for Local Interconnection, Network Elements and Other Services and/or resold services. Such documentation shall include the Application for Master Account, if applicable, proof of authority to provide Telecommunications Services, the appropriate OCN for each state as assigned by the NECA, CIC, if applicable, ACNA, if applicable, AT&T's blanket form LOA, Misdirected

Number form, and a tax exemption certificate, if applicable. Notwithstanding anything to the contrary in this Agreement, SkyBest may not order services under a new account and/or subsequent state certification, established in accordance with this Section until thirty (30) days after all information specified in this Section is received from SkyBest.

- 1.2.1 ACNAs. SkyBest shall provide AT&T with documentation from Telcordia identifying the ACNA assigned to it by Telcordia (as applicable) in the same legal name as reflected in the preamble to this Agreement. Such ACNA will be used by SkyBest to order services pursuant to this Agreement and will not be shared by SkyBest with another entity.
- 1.2.2 Company Identifiers. If SkyBest needs to change, add to, eliminate or convert its OCN(s), ACNAs and other identifying codes (collectively “Company Identifiers”) under which it operates when SkyBest has already been conducting business utilizing those Company Identifiers, SkyBest shall follow the Mergers and Acquisitions Process as described on AT&T’s Wholesale – Southeast Region Web site, and shall be subject to separately negotiated rates, terms and conditions.
- 1.2.3 Tax Exemption. It is the responsibility of SkyBest to provide AT&T with a properly completed tax exemption certificate in the current version of the form customarily used by AT&T and at intervals required by the appropriate taxing authorities or reasonably requested by AT&T. A tax exemption certificate must be supplied for each individual SkyBest entity purchasing Services under this Agreement. Upon AT&T’s receipt of a properly completed tax exemption certificate, subsequent billings to SkyBest will not include those taxes or fees from which SkyBest is exempt. Prior to receipt of a properly completed exemption certificate, AT&T shall bill, and SkyBest shall pay all applicable taxes and fees. In the event that SkyBest believes that it is entitled to an exemption from and refund of taxes with respect to the amount billed prior to AT&T’s receipt of a properly completed exemption certificate, AT&T shall assign to SkyBest its rights to claim a refund of such taxes. If applicable law prohibits the assignment of tax refund rights or requires the claim for refund of such taxes to be filed by AT&T, AT&T shall, after receiving a written request from SkyBest and at SkyBest’s sole expense, pursue such refund claim on behalf of SkyBest, provided that SkyBest promptly reimburses AT&T for any costs and expenses incurred by AT&T in pursuing such refund claim; and, provided further, that AT&T shall have the right to deduct any such outstanding costs and expenses from the amount of any refund obtained prior to remitting such refund to SkyBest or to deduct any such outstanding costs and expenses from any amounts owed by AT&T to SkyBest if no refund is obtained. SkyBest shall be solely responsible for the computation, tracking, reporting and payment of all taxes and fees associated with the services provided by SkyBest to its customers.
- 1.3 Deposit Policy. Prior to the inauguration of service or, thereafter, upon AT&T’s request, SkyBest shall complete the AT&T Credit Profile (AT&T form) and provide information to AT&T regarding SkyBest’s credit and financial condition. Based on AT&T’s analysis of the AT&T Credit Profile and other relevant information regarding SkyBest’s credit and financial condition, AT&T reserves the right to require SkyBest to provide AT&T with a suitable form of security deposit for SkyBest’s account(s). If, in AT&T’s sole discretion, circumstances so warrant and/or SkyBest’s gross monthly billing has increased, AT&T reserves the right to request additional security (or to require a security deposit if none was previously requested) and/or file a Uniform Commercial Code (UCC-1) security interest in SkyBest’s “accounts receivables and proceeds”.

- 1.3.1 Security deposit shall take the form of cash, an irrevocable letter of credit (AT&T form), surety bond (AT&T form) or, in AT&T's sole discretion, some other form of security proposed by SkyBest and accepted by AT&T. Any such security deposit shall in no way release SkyBest from its obligation to make complete and timely payments of its bill(s). If AT&T requires SkyBest to provide a security deposit, SkyBest shall provide such security deposit prior to the inauguration of service or within fifteen (15) days of AT&T's request, as applicable. Security deposit request notices will be sent to SkyBest via certified mail or overnight delivery. Such notice period will start the day after the deposit request notice is rendered by certified mail or overnight delivery. Interest on a cash security deposit shall accrue and be applied or refunded in accordance with the terms in AT&T's GSST.
- 1.3.2 Security deposits collected under this Section shall not exceed two (2) months' estimated billing for services pursuant to this Agreement. Estimated billings are calculated based upon the monthly average of the previous six (6) months current billings, if SkyBest has received service from AT&T during such period at a level comparable to that anticipated to occur over the next six (6) months. If either SkyBest or AT&T has reason to believe that the level of service to be received during the next six (6) months will be materially higher or lower than received in the previous six (6) months, SkyBest and AT&T shall agree on a level of estimated billings based on all relevant information.
- 1.3.3 In the event SkyBest fails to provide AT&T with a suitable form of security deposit or additional security deposit as required herein, defaults on its account(s), or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time required, service to SkyBest may be Suspended, Discontinued or Terminated in accordance with the terms of Section 1.5 below. Upon Termination of services, AT&T shall apply any security deposit to SkyBest's final bill for its account(s). If no bill is rendered to SkyBest, AT&T shall, nevertheless, apply any security deposit to SkyBest's outstanding balance.
- 1.3.3.1 At least seven (7) days prior to the expiration of any letter of credit provided by SkyBest as security under this Agreement, SkyBest shall renew such letter of credit or provide AT&T with evidence that SkyBest has obtained a suitable replacement for the letter of credit. If SkyBest fails to comply with the foregoing, AT&T shall thereafter be authorized, in its sole discretion, to draw down the full amount of such letter of credit and utilize the cash proceeds as security for SkyBest account(s). If SkyBest provides a security deposit or additional security deposit in the form of a surety bond as required herein, SkyBest shall renew the surety bond or provide AT&T with evidence that SkyBest has obtained a suitable replacement for the surety bond at least seven (7) days prior to the cancellation date of the surety bond. If SkyBest fails to comply with the foregoing, AT&T shall thereafter be authorized, in its sole discretion, to take action on the surety bond and utilize the cash proceeds as security for SkyBest's account(s). If the credit rating of any bonding company that has provided SkyBest with a surety bond provided as security hereunder has fallen below B, AT&T will provide written notice to SkyBest that SkyBest must provide a replacement bond or other suitable security within fifteen (15) days of AT&T's written notice. If SkyBest fails to comply with the foregoing, AT&T shall thereafter be authorized, in its sole discretion, to take action on the surety bond and utilize the cash proceeds as security for SkyBest's account(s). Notwithstanding anything contained in this Agreement to the contrary, AT&T shall be authorized, in its sole discretion, to draw down the full amount of any letter of credit or take action on any surety bond provided by SkyBest as security hereunder if SkyBest defaults on its account(s) or otherwise fails to make any payment

or payments required under this Agreement in the manner and within the time, as required herein and apply the cash proceeds to any outstanding balance on SkyBest's accounts and utilize any remaining cash proceeds as security for SkyBest's account(s).

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

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

1.4.1.1 Due Dates. If the payment due date falls on a Sunday or on a holiday that is observed on a Monday, the payment due date shall be the first non-holiday day following such Sunday or holiday. If the payment due date falls on a Saturday or on a holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-holiday day preceding such Saturday or holiday. If payment is not received by the payment due date, a late payment charge, as set forth in Section 1.4.1.2, below, shall apply.

1.4.1.2 Late Payment. If any portion of the payment is not received by AT&T on or before the payment due date as set forth above, or if any portion of the payment is received by AT&T in funds that are not immediately available to AT&T, then a late payment and/or interest charge shall be due to AT&T. The late payment and/or interest charge shall apply to the portion of the payment not received and shall be assessed as set forth in Section A2 of AT&T's GSST, Section B2 of the Private Line Service Tariff or Section E2 of the AT&T intrastate Access Services Tariff, or pursuant to the applicable state law as determined by AT&T. In addition to any applicable late payment and/or interest charges, SkyBest may be charged a fee for all returned checks at the rate set forth in Section A2 of AT&T's GSST or pursuant to the applicable state law.

1.5 Discontinuing Service to SkyBest. The procedures for discontinuing service to SkyBest are as follows:

1.5.1 In order of severity, Suspend/Suspension, Discontinue/Discontinuance and Terminate/Termination are defined as follows for the purposes of this Attachment:

1.5.1.1 Suspend/Suspension is the temporary restriction of the billed Party's access to the ordering systems and/or access to the billed Party's ability to initiate PIC-related changes. In addition, during Suspension, pending orders may not be completed and orders for new service or changes to existing services may not be accepted.

- 1.5.1.2 Discontinue/Discontinuance is the denial of service by the billing Party to the billed Party that will result in the disruption and discontinuation of service to the billed Party's customers. Additionally, at the time of Discontinuance, AT&T will remove any Local Service Freezes in place on the billed Party's customers.
- 1.5.1.3 Terminate/Termination is the disconnection of service by the billing Party to the billed Party.
- 1.5.2 AT&T reserves the right to Suspend, Discontinue or Terminate service in the event of prohibited, unlawful or improper use of AT&T facilities or service, abuse of AT&T facilities, or any other violation or noncompliance by SkyBest of the rules and regulations of AT&T's tariffs.
- 1.5.3 Suspension. If payment of amounts due as described herein is not received by the bill date in the month after the original bill date, or fifteen (15) days from the date of a deposit request in the case of security deposits, AT&T will provide written notice to SkyBest that services will be Suspended if payment of such amounts, and all other amounts that become past due before Suspension, is not received by wire transfer, automatic clearing house or cashier's check in the manner set forth in Section 1.4.1 above, or in the case of a security deposit request, in the manner set forth in Section 1.3.1 above: (1) within seven (7) days following such notice for CABS billed services; (2) within fifteen (15) days following such notice for CRIS and IBS billed services; and (3) within seven (7) days following such notice for security deposit requests.
- 1.5.3.1 The Suspension notice shall also provide that all past due charges for CRIS and IBS billed services, and all other amounts that become past due for such services before Discontinuance, must be paid within thirty (30) days from the date of the Suspension notice to avoid Discontinuance of CRIS and IBS billed services.
- 1.5.3.2 For CABS billed services, AT&T will provide a Discontinuance notice that is separate from the Suspension notice, that all past due charges for CABS billed Services, and all other amounts that become past due for such services before Discontinuance, must be paid within thirty (30) days from the date of the Suspension notice to avoid Discontinuance of CABS billed services. This Discontinuance notice may be provided at the same time that AT&T provides the Suspension notice.
- 1.5.4 Discontinuance. If payment of amounts due as described herein is not received by the bill date in the month after the original bill date, AT&T will provide written notice that AT&T may discontinue the provision of existing services to SkyBest if payment of such amounts, and all other amounts that become past due before Discontinuance, including requested security deposits, is not received by wire transfer, automatic clearing house or cashier's check in the manner set forth in Section 1.4.1 above or in the case of a deposit in accordance with Section 1.3.1 above, within thirty (30) days following such written notice; provided, however, that AT&T may provide written notice that such existing services may be Discontinued within fifteen (15) days following such notice, subject to the criteria described in Section 1.5.4.1 below.
- 1.5.4.1 AT&T may take the action to Discontinue the provision of existing service upon fifteen (15) days from the day after AT&T provides written notice of such Discontinuance if (a) such notice is sent by certified mail or overnight delivery; (b) SkyBest has not paid all amounts due pursuant to a subject bill(s), or has not provided adequate security pursuant to a deposit request; and (c) either:

- (1) AT&T has sent the subject bill(s) to SkyBest within seven (7) business days of the bill date(s), verifiable by records maintained by AT&T:
 - i. in paper or CDROM form via the United States Postal Service (USPS), or
 - ii. in magnetic tape form via overnight delivery, or
 - iii. via electronic transmission; or
- (2) AT&T has sent the subject bill(s) to SkyBest, using one of the media described in (1) above, more than thirty (30) days before notice to Discontinue service has been rendered.

1.5.4.2 In the case of Discontinuance of services, all billed charges, as well as applicable disconnect charges, shall become due.

1.5.4.3 SkyBest is solely responsible for notifying the customer of the Discontinuance of service. If, within seven (7) days after SkyBest's services have been Discontinued, SkyBest pays, by wire transfer, automatic clearing house or cashier's check, all past due charges, including late payment charges, outstanding security deposit request amounts if applicable and any applicable restoral charges as set forth in Section A4 of AT&T's GSST, then AT&T will reestablish service for SkyBest.

1.5.5 Termination. If within seven (7) days after SkyBest's service has been Discontinued and SkyBest has failed to pay all past due charges as described above, then SkyBest's service will be Terminated.

2. Billing Disputes

2.1 SkyBest shall electronically submit all billing disputes to AT&T using the form specified by AT&T. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) days of the notification date. Within five (5) business days of AT&T's denial, or partial denial, of the billing dispute, if SkyBest is not satisfied with AT&T's resolution of the billing dispute or if no response to the billing dispute has been received by SkyBest by such sixtieth (60th) day, SkyBest must pursue the escalation process as outlined in the Billing Dispute Escalation Matrix, set forth on AT&T's Wholesale – Southeast Region Web site, or the billing dispute shall be considered denied and closed. If, after escalation, the Parties are unable to reach resolution, then the aggrieved Party, if it elects to pursue the dispute shall pursue dispute resolution in accordance with General Terms and Conditions.

2.2 For purposes of this Section 2, a billing dispute means a reported dispute submitted pursuant to Section 2.1 above of a specific amount of money actually billed by AT&T within twelve (12) months of the submission of such dispute. SkyBest agrees to not submit billing disputes for amounts billed more than twelve (12) months prior to submission of a billing dispute filed for amounts billed. The billing dispute must be clearly explained by SkyBest and supported by written documentation, which clearly shows the basis for disputing charges. The determination as to whether the billing dispute is clearly explained or clearly shows the basis for disputing charges shall be within AT&T's sole reasonable discretion. Disputes that are not clearly explained or those that do not provide complete information may be rejected by AT&T. Claims by SkyBest for damages of any kind will not be considered a billing dispute for purposes of this Section. If AT&T resolves the billing dispute,

in whole or in part, in favor of SkyBest, any credits and interest due to SkyBest as a result thereof shall be applied to SkyBest's account by AT&T upon resolution of the billing dispute.

3. Non-InterCompany Settlements

3.1 Direct Participants are Telecommunications carriers that exchange data directly with other Direct Participants via the Centralized Message Distribution System (CMDS) Data Center (Direct Participant) and may act as host companies (Host) for those Telecommunications carriers that do not exchange data directly via the CMDS Data Center.

3.2 The Non-InterCompany Settlements (NICS) is the national system administered by Telcordia that is used in the settlement of revenues for calls that are originated and billed by two (2) different local exchange carriers (LEC) within a single Direct Participant's territory to another for billing. NICS applies to calls involving another LEC where the Earning Company and the Billing Company are located within AT&T's Southeast Region 9-State.

3.3 In association with message distribution service, AT&T will provide SkyBest with associated intercompany settlements reports as appropriate.

3.4 Notwithstanding anything in this Agreement to the contrary, in no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this Section 3.

3.5 Intercompany Settlements Messages

3.5.1 Intercompany Settlements Messages facilitate the settlement of revenues associated with traffic originated from or billed by SkyBest as a facilities based provider of local exchange Telecommunications Services.

3.5.2 AT&T will receive the monthly NICS reports from Telcordia on behalf of SkyBest and will distribute copies of these reports to SkyBest on a monthly basis.

3.5.3 Through NICS, AT&T will collect the revenue earned by SkyBest within the AT&T Southeast Region 9-State from another LEC also within the AT&T Southeast Region 9-State where the messages are billed, less a per message billing and collection fee of five cents (\$0.05), on behalf of SkyBest. AT&T will remit the revenue billed by SkyBest within the AT&T Southeast Region 9-State to the LEC also within the AT&T Southeast Region 9-State, where the messages originated, less a per message billing and collection fee of five cents (\$0.05). These two (2) amounts will be netted together by AT&T and the resulting charge or credit issued to SkyBest via a CABS miscellaneous bill on a monthly basis in arrears.

3.5.4 AT&T and SkyBest agree that monthly netted amounts of less than fifty dollars (\$50.00) will not be settled.

Attachment 8

Rights-of-Way, Conduits and Pole Attachments

Rights-of-Way, Conduits and Pole Attachments

AT&T will provide nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by AT&T pursuant to 47 U.S.C. § 224, as amended by the Act, pursuant to terms and conditions of a separate license agreement negotiated with AT&T.

Attachment 9

Service Quality Measurements

SERVICE QUALITY MEASUREMENTS

Upon a particular Commission's issuance of an order pertaining to Service Quality Measurements in a proceeding expressly applicable to all CLECs generally, AT&T shall implement in that state such Service Quality Measurements as of the date specified by the Commission. Service Quality Measurements that have been ordered in a particular state can currently be accessed via the internet at <http://pmap.wholesale.att.com>.

Attachment 10

AT&T Disaster Recovery Plan

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1.0 PURPOSE

In the unlikely event of a disaster occurring that affects AT&T's long-term ability to deliver traffic to a CLEC, general procedures have been developed by AT&T to hasten the recovery process in accordance with the Telecommunications Service Priority (TSP) Program established by the FCC to identify and prioritize telecommunication services that support national security or emergency preparedness (NS/EP) missions. A description of the TSP Program as it may be amended from time to time is available on AT&T's Wholesale – Southeast Region Web site. Since each location is different and could be affected by an assortment of potential problems, a detailed recovery plan is impractical. However, in the process of reviewing recovery activities for specific locations, some basic procedures emerge that appear to be common in most cases.

These general procedures should apply to any disaster that affects the delivery of traffic for an extended time period. Each CLEC will be given the same consideration during an outage, and service will be restored as quickly as possible.

This document will cover the basic recovery procedures that would apply to every CLEC.

2.0 SINGLE POINT OF CONTACT

When a problem is experienced, regardless of the severity, the AT&T Network Management Center (NMC) will observe traffic anomalies and begin monitoring the situation. Controls will be appropriately applied to insure the sanity of AT&T's network; and, in the event that a switch or facility node is lost, the NMC will attempt to circumvent the failure using available reroutes.

AT&T's NMC will remain in control of the restoration efforts until the problem has been identified as being a long-term outage. At that time, the NMC will contact AT&T's ECC and relinquish control of the recovery efforts. Even though the ECC may take charge of the situation, the NMC will continue to monitor the circumstances and restore traffic as soon as damaged network elements are revitalized.

The telephone number for the AT&T Network Management Center in Atlanta, as published in Telcordia's National Network Management Directory, is 404-321-2516.

3.0 IDENTIFYING THE PROBLEM

During the early stages of problem detection, the NMC will be able to tell which CLECs are affected by the catastrophe. Further analysis and/or first hand observation will determine if the disaster has affected CLEC equipment only, AT&T equipment only or a combination. The initial restoration activity will be largely determined by the equipment that is affected.

Once the nature of the disaster is determined and after verifying the cause of the problem, the NMC will initiate reroutes and/or transfers that are jointly agreed upon by the affected CLECs' Network Management Center and the AT&T NMC. The type and percentage of controls used will depend upon available network capacity. Controls necessary to stabilize the situation will be invoked and the NMC will attempt to re-establish as much traffic as possible.

For long-term outages, recovery efforts will be coordinated by the ECC. Traffic controls will continue to be applied by the NMC until facilities are re-established. As equipment is made available for service, the ECC will instruct the NMC to begin removing the controls and allow traffic to resume.

3.1 SITE CONTROL

In the total loss of building use scenario, what likely exists will be a smoking pile of rubble. This rubble will contain many components that could be dangerous. It could also contain any personnel on the premises at the time of the disaster. For these reasons, the local fire marshal with the assistance of the police will control the site until the building is no longer a threat to surrounding properties and the companies have secured the site from the general public.

During this time, the majority owner of the building should be arranging for a demolition contractor to mobilize to the site with the primary objective of reaching the cable entrance facility for a damage assessment. The results of this assessment would then dictate immediate plans for restoration, both short term and permanent.

In a less catastrophic event, i.e., the building is still standing and the cable entrance facility is usable, the situation is more complex. The site will initially be controlled by local authorities until the threat to adjacent property has diminished. Once the site is returned to the control of the companies, the following events should occur.

An initial assessment of the main building infrastructure systems (mechanical, electrical, fire and life safety, elevators, and others) will establish building needs. Once these needs are determined, the majority owner should lead the building restoration efforts. There may be situations where the site will not be totally restored within the confines of the building. The companies must individually determine their needs and jointly assess the cost of permanent restoration to determine the overall plan of action.

Multiple restoration trailers from each company will result in the need for designated space and installation order. This layout and control is required to maximize the amount of restoration equipment that can be placed at the site, and the priority of placements.

Care must be taken in this planning to ensure other restoration efforts have logistical access to the building. Major components of telephone and building equipment will need to be removed and replaced. A priority for this equipment must also be jointly established to facilitate overall site restoration. (Example: If the AC switchgear has sustained damage, this would be of the highest priority in order to regain power, lighting, and HVAC throughout the building.)

If the site will not accommodate the required restoration equipment, the companies would then need to quickly arrange with local authorities for street closures, rights of way or other possible options available.

3.2 ENVIRONMENTAL CONCERNS

In the worse case scenario, many environmental concerns must be addressed. Along with the police and fire marshal, the state environmental protection department will be on site to monitor the situation.

Items to be concerned with in a large central office building could include:

1. Emergency engine fuel supply. Damage to the standby equipment and the fuel handling equipment could have created "spill" conditions that have to be handled within state and federal regulations.
2. Asbestos-containing materials that may be spread throughout the wreckage. Asbestos could be in many components of building, electrical, mechanical, outside plant distribution, and telephone systems.
3. Lead and acid. These materials could be present in potentially large quantities depending upon the extent of damage to the power room.
4. Mercury and other regulated compounds resident in telephone equipment.
5. Other compounds produced by the fire or heat.

Once a total loss event occurs at a large site, local authorities will control immediate clean up (water placed on the wreckage by the fire department) and site access.

At some point, the companies will become involved with local authorities in the overall planning associated with site clean up and restoration. Depending on the clean up approach taken, delays in the restoration of several hours to several days may occur.

In a less severe disaster, items listed above are more defined and can be addressed individually depending on the damage.

In each case, the majority owner should coordinate building and environmental restoration as well as maintain proper planning and site control.

4.0 THE ECC

The ECC is located in the Midtown 1 Building in Atlanta, Georgia. During an emergency, the ECC staff will convene a group of pre-selected experts to inventory the damage and initiate corrective actions. These experts have regional access to AT&T's personnel and equipment and will assume control of the restoration activity anywhere in the nine-state area.

In the past, the ECC has been involved with restoration activities resulting from hurricanes, ice storms and floods. They have demonstrated their capabilities during these calamities as well as during outages caused by human error or equipment failures. This group has an excellent record of restoring service as quickly as possible.

During a major disaster, the ECC may move emergency equipment to the affected location, direct recovery efforts of local personnel and coordinate service restoration activities with the CLECs. The ECC will attempt to restore service as quickly as possible using whatever means is available, leaving permanent solutions, such as the replacement of damaged buildings or equipment, for local personnel to administer.

Part of the ECC's responsibility, after temporary equipment is in place, is to support the NMC efforts to return service to the CLECs. Once service has been restored, the ECC will return control of the network to normal operational organizations. Any long-term changes required after service is restored will be made in an orderly fashion and will be conducted as normal activity.

5.0 RECOVERY PROCEDURES

The nature and severity of any disaster will influence the recovery procedures. One crucial factor in determining how AT&T will proceed with restoration is whether or not AT&T's equipment is incapacitated. Regardless of whose equipment is out of service, AT&T will move as quickly as possible to aid with service recovery; however, the approach that will be taken may differ depending upon the location of the problem.

5.1 CLEC OUTAGE

For a problem limited to one CLEC (or a building with multiple CLECs), AT&T has several options available for restoring service quickly. For those CLECs that have agreements with other CLECs, AT&T can immediately start directing traffic to a provisional CLEC for completion. This alternative is dependent upon AT&T having concurrence from the affected CLECs.

Whether or not the affected CLECs have requested a traffic transfer to another CLEC will not impact AT&T's resolve to re-establish traffic to the original destination as quickly as possible.

5.2 AT&T OUTAGE

Because AT&T's equipment has varying degrees of impact on the service provided to the CLECs, restoring service from damaged AT&T equipment is different. The outage will probably impact a number of Carriers simultaneously. However, the ECC will be able to initiate immediate actions to correct the problem.

A disaster involving any of AT&T's equipment locations could impact the CLECs, some more than others. A disaster at a Central Office (CO) would only impact the delivery of traffic to and from that one location, but the incident could affect many Carriers. If the CO is a Serving Wire Center (SWC), then traffic from the entire area to those Carriers served from that switch would also be impacted. If the switch functions as an Access Tandem, or there is a tandem in the building, traffic from every CO to every CLEC could be interrupted. A disaster that destroys a facility hub could disrupt various traffic flows, even though the switching equipment may be unaffected.

The NMC would be the first group to observe a problem involving AT&T's equipment. Shortly after a disaster, the NMC will begin applying controls and finding re-routes for the completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from the CLECs involved. In some cases, changes in translations will be required. If the outage is caused by the destruction of equipment, then the ECC will assume control of the restoration.

5.2.1 Loss of a CO

When AT&T loses a CO, the ECC will

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and/or functions are lost;
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) Begin reconnecting service on a parity basis for Hospitals, Police and other emergency agencies or customers served by AT&T or CLEC in accordance with the TSP priority restoration coding scheme entered in the AT&T Maintenance database prior to the emergency.

5.2.2 Loss of a CO with SWC Functions

The loss of a CO that also serves as a SWC will be restored as described in Section 5.2.1.

5.2.3 Loss of a CO with Tandem Functions

When AT&T loses a CO building that serves as an Access Tandem and as a SWC, the ECC will

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and/or functions are lost;
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) Begin reconnecting service on a parity basis for Hospitals, Police and other emergency agencies or customers served by AT&T or CLEC in accordance with the TSP priority restoration coding scheme entered in the AT&T Maintenance database prior to the emergency;
- e) Re-direct as much traffic as possible to the alternate access tandem (if available) for delivery to those CLECs utilizing a different location as a SWC;
- f) Begin aggregating traffic to a location near the damaged building. From this location, begin re-establishing trunk groups to the CLECs for the delivery of traffic normally found on the direct trunk groups. (This aggregation point may be the alternate access tandem location or another CO on a primary facility route.)

5.2.4 Loss of a Facility Hub

In the event that AT&T loses a facility hub, the recovery process is much the same as above. Once the NMC has observed the problem and administered the appropriate controls, the ECC will assume authority for the repairs. The recovery effort will include

- a) Placing specialists and emergency equipment on notice;
- b) Inventorying the damage to determine what equipment and/or functions are lost;
- c) Moving containerized emergency equipment to the stricken area, if necessary;
- d) Reconnecting service on a parity basis for Hospitals, Police and other emergency agencies or customers served by AT&T or CLEC in accordance with the TSP priority restoration coding scheme entered in the AT&T Maintenance database prior to the emergency; and
- e) If necessary, AT&T will aggregate the traffic at another location and build temporary facilities. This alternative would be viable for a location that is destroyed and building repairs are required.

5.3 COMBINED OUTAGE (CLEC AND AT&T EQUIPMENT)

In some instances, a disaster may impact AT&T's equipment as well as the CLECs'. This situation will be handled in much the same way as described in Section 5.2.3. Since AT&T and the CLECs will be utilizing temporary equipment, close coordination will be required.

6.0 T1 IDENTIFICATION PROCEDURES

During the restoration of service after a disaster, AT&T may be forced to aggregate traffic for delivery to a CLEC. During this process, T1 traffic may be consolidated onto DS3s and may become unidentifiable to the Carrier. Because resources will be limited, AT&T may be forced to "package" this traffic entirely differently than normally received by the CLECs. Therefore, a method for identifying the T1 traffic on the DS3s and providing the information to the Carriers is required.

7.0 ACRONYMS

CLEC	-	Competitive Local Exchange Carrier
CO	-	Central Office (AT&T)
DS3	-	Facility that carries 28 T1s (672 circuits)
ECC	-	Emergency Control Center (AT&T)
NMC	-	Network Management Center
SWC	-	Serving Wire Center (AT&T switch)
T1	-	Facility that carries 24 circuits
TSP	-	Telecommunications Service Priority

Hurricane Information

During a hurricane, AT&T will make every effort to keep CLECs updated on the status of our network. Information centers will be set up throughout AT&T. These centers are not intended to be used for escalations, but rather to keep the CLEC informed of network related issues, area damages and dispatch conditions, etc.

Hurricane-related information can also be found on AT&T's Wholesale - Southeast Web site by clicking on the link "Relief Information" in the special alert box located on the Web page. Additionally, information concerning Mechanized Disaster Reports can also be found by clicking on the link "Click here for information concerning Disaster Recovery Reports" on the Hurricane Relief page.

AT&T Disaster Management Plan

AT&T maintenance centers have geographical and redundant communication capabilities. In the event of a disaster removing any maintenance center from service another geographical center would assume maintenance responsibilities. The contact numbers will not change and the transfer will be transparent to the CLEC.

Attachment 11

Bona Fide Request and New Business Request Process

BONA FIDE REQUEST AND NEW BUSINESS REQUEST PROCESS**1. Bona Fide Request**

- 1.1 The Parties agree that SkyBest is entitled to order any Network Element, interconnection option or service option required to be made available by FCC or Commission requirements pursuant to the Act. A Bona Fide Request (BFR) is to be used when SkyBest makes a request of AT&T to provide a new or modified Network Element, interconnection option or other service option pursuant to the Act that was not previously provided for in this Agreement.
- 1.2 A BFR shall be submitted in writing by SkyBest and shall specifically identify the requested service date, technical requirements, space requirements and/or such other specifications that clearly define the request such that AT&T has sufficient information to analyze and prepare a response. Such a request shall also include SkyBest's designation of the request as being pursuant to the Telecommunications Act of 1996 (i.e., a BFR). The request shall be sent to SkyBest's designated AT&T Sales contact or Senior Carriers Accounts Manager.
- 1.3 Within two (2) business days of receipt of a BFR, AT&T shall acknowledge in writing its receipt and identify a single point of contact responsible for responding to the BFR and shall request any additional information needed to process the request to the extent known at that time. Notwithstanding the foregoing, AT&T may reasonably request additional information from SkyBest at any time during the processing of the BFR.
- 1.4 Within thirty (30) business days of AT&T's receipt of the BFR, if the preliminary analysis of the requested BFR is not of such complexity that it will cause AT&T to expend extraordinary resources to evaluate the BFR, AT&T shall respond to SkyBest by providing a preliminary analysis of the new or modified Network Element or interconnection option not ordered by the FCC or Commission that is the subject of the BFR. The preliminary analysis shall either confirm that AT&T will offer access to the new or modified Network Element, interconnection option or service option or confirm that AT&T will not offer the new or modified Network Element, interconnection option or service option.
- 1.5 For any new or modified Network Element, interconnection option or service option not ordered by the FCC or Commission, if the preliminary analysis states that AT&T will offer the new or modified Network Element, interconnection option or service option, the preliminary analysis will include an estimate of the costs of utilizing existing resources, both personnel and systems, in the development including, but not limited to, request parameters analysis, determination of impacted AT&T departments, determination of required resources, project management resources, etc. (Development Rate) including a general breakdown of such costs associated with the Network Element, interconnection option or service option and the date the request can be met. If the preliminary analysis states that AT&T will not offer the new or modified Network Element, interconnection option or service option, AT&T will provide an explanation of why the request is not technically feasible, does not qualify as a BFR for the new or modified Network Element, interconnection option or service option, should actually be submitted as a New Business

Request (NBR) or is otherwise not required to be provided under the Act. If AT&T cannot provide the Network Element, interconnection option or service option by the requested date, AT&T shall provide an alternative proposed date together with a detailed explanation as to why AT&T is not able to meet SkyBest's requested date.

- 1.6 For any new or modified Network Element, interconnection option or service option not ordered by the FCC or Commission, if AT&T determines that the preliminary analysis of the requested BFR is of such complexity that it will cause AT&T to expend extraordinary resources to evaluate the BFR, AT&T shall notify SkyBest within ten (10) business days of AT&T's receipt of BFR that a fee will be required prior to the preliminary evaluation of the BFR. Such fee shall be limited to AT&T's extraordinary expenses directly related to the complex request that require the allocation and engagement of additional resources above the existing allocated resources used on BFR cost development which include, but are not limited to, expenditure of funds to develop feasibility studies, specific resources that are required to determine request requirements (such as operation support system analysts, technical managers, software developers), software impact analysis by specific software developers; software architecture development, hardware impact analysis by specific system analysts, etc. and the request for such fee shall be accompanied with a general breakdown of such costs. If SkyBest accepts the complex request evaluation fee proposed by AT&T, SkyBest shall submit such fee within thirty (30) business days of AT&T's notice that a complex request evaluation fee is required. Within thirty (30) business days of AT&T's receipt of the complex request evaluation fee, AT&T shall respond to SkyBest by providing a preliminary analysis, consistent with Section 1.4 above.
- 1.7 SkyBest may cancel a BFR at any time up until thirty (30) business days after receiving AT&T's preliminary analysis. If SkyBest cancels the BFR within thirty (30) business days after receipt of AT&T's preliminary analysis, AT&T shall be entitled to keep any complex request evaluation fee submitted in accordance with Section 1.6 above, minus those costs included in the fee that have not been incurred as of the date of cancellation.
- 1.8 SkyBest will have thirty (30) business days from receipt of preliminary analysis to accept the preliminary analysis or cancel the BFR. If SkyBest fails to respond within this thirty (30) business day period, the BFR will be deemed cancelled. Acceptance of the preliminary analysis must be in writing and accompanied by the estimated Development Rate for the new or modified Network Element, interconnection option or service option quoted in the preliminary analysis.
- 1.9 Notwithstanding any other provision of this Agreement, AT&T shall propose a firm price quote, including the firm Development Rate, the firm nonrecurring rate and the firm recurring rate, and a detailed implementation plan within ten (10) business days of receipt of SkyBest's accurate BFR application for a Network Element, interconnection option or service option that is operational at the time of the request; thirty (30) business days of receipt of SkyBest's accurate BFR application for a new or modified Network Element, interconnection option or service option ordered by the FCC or Commission; and within sixty (60) business days of receipt of SkyBest's accurate BFR application for a new or modified Network Element, interconnection option or service option not ordered by the

FCC or Commission or not operational at the time of the request. The firm nonrecurring rate will not include any of the Development Rate or the complex request evaluation fee, if required, in the calculation of this rate. Such firm price quote shall not exceed the estimate provided with the preliminary analysis by more than twenty-five percent (25%).

- 1.10 SkyBest shall have thirty (30) business days from receipt of firm price quote to accept or deny the firm price quote and submit any additional Development or nonrecurring rates quoted in the firm price quote.
- 1.11 Unless SkyBest agrees otherwise, all prices shall be consistent with the applicable pricing principles and provisions of the Act.
- 1.12 If SkyBest believes that AT&T's firm price quote is not consistent with the requirements of the Act, either Party may seek dispute resolution in accordance with the dispute resolution provisions set forth in General Terms and Conditions.
- 1.13 Upon agreement to the rates, terms and conditions of a BFR, the Parties shall negotiate in good faith an amendment to this Agreement.

2 New Business Request

- 2.1 SkyBest also shall be permitted to request the development of new or modified facilities or service options which may not be required by the Act. Procedures applicable to requesting the addition of such elements, services and options are specified in this Attachment. A NBR is to be used by SkyBest to make a request of AT&T for a new or modified feature or capability of an existing product or service, a new product or service that is not deployed within the AT&T network or operations and business support systems, or a new or modified service option that was not previously included in this Agreement (Requested NBR Services) and is not required by the Act.
- 2.2 An NBR shall be submitted in writing by SkyBest and shall specifically identify the requested service date, technical requirements, space requirements and/or such specifications that clearly define the request such that AT&T has sufficient information to analyze and prepare a response. The request shall be sent to SkyBest's designated AT&T Sales contact or Senior Carrier Accounts Carrier.
- 2.3 Within two (2) business days of receipt of an NBR, AT&T shall acknowledge in writing its receipt and identify a single point of contact responsible for responding to the NBR and shall request any additional information needed to process the request to the extent known at that time. Notwithstanding the foregoing, AT&T may reasonably request additional information from SkyBest at any time during the processing of the NBR.
- 2.4 If the preliminary analysis of the requested NBR is not of such complexity that it will cause AT&T to expend extraordinary resources to evaluate the NBR, within thirty (30) business days of its receipt of the NBR, AT&T shall respond to SkyBest by providing a preliminary analysis of such Requested NBR Services that are the subject of the NBR. The preliminary analysis shall either confirm that AT&T will offer access to the Requested NBR Services or confirm that AT&T will not offer the Requested NBR Services.

- 2.5 If the preliminary analysis states that AT&T will offer the Requested NBR Services, the preliminary analysis will include an estimate of the Development Rate including a general breakdown of costs and the date the request can be met. If AT&T cannot provide the Requested NBR Service by the requested date, it shall provide an alternative proposed date together with a detailed explanation as to why AT&T is not able to meet SkyBest's requested date.
- 2.6 If AT&T determines that the preliminary analysis of the requested NBR is of such complexity that it will cause AT&T to expend extraordinary resources to evaluate the NBR, AT&T shall notify SkyBest within ten (10) business days of AT&T's notice that a complex request evaluation fee is required prior to the evaluation of the NBR. Such fee shall be limited to AT&T's extraordinary expenses directly related to the complex request. If SkyBest accepts the complex request evaluation fee amount proposed by AT&T, SkyBest shall submit such complex request evaluation fee within thirty (30) business days of AT&T's notice that a complex request evaluation fee is required.
- 2.7 Within thirty (30) business days of AT&T's receipt of the complex request evaluation fee, AT&T shall respond to SkyBest by providing a preliminary analysis of such Requested NBR Services.
- 2.8 SkyBest may cancel an NBR at any time. If SkyBest cancels the request more than ten (10) business days after submitting it, SkyBest shall pay AT&T's reasonable and demonstrable costs of processing and/or implementing the NBR up to the date of cancellation in addition to any fee submitted in accordance with Section 1.6 above.
- 2.9 SkyBest will have thirty (30) business days from receipt of the preliminary analysis to accept the preliminary analysis or cancel the NBR. If SkyBest fails to respond within this thirty (30) business day period, the NBR will be deemed cancelled.
- 2.10 Acceptance of the preliminary analysis must be in writing and accompanied by the estimated Development Rate for the Requested NBR Services quoted in the preliminary analysis.
- 2.11 AT&T shall propose a firm price quote including the firm Development Rate, the firm nonrecurring rate, and the firm recurring rate, and a detailed implementation plan within ten (10) business days of receipt of SkyBest's accurate NBR application for a Requested NBR Service that is operational at the time of the request and within sixty (60) business days of receipt of SkyBest's accurate NBR application for the Requested NBR Services not operational at the time of the request. The firm nonrecurring rate will not include any of the Development Rate or the complex request evaluation fee, if required, in the calculation of this rate. Such firm price quote shall not exceed the estimate provided with the preliminary analysis by more than twenty-five percent (25%).
- 2.12 SkyBest shall have thirty (30) business days from receipt of the firm price quote to accept or deny the firm price quote and submit any additional nonrecurring, non-refundable fees quoted in the firm price quote. If the firm price quote is less than the preliminary analysis' estimate of the Development Rate, AT&T will credit SkyBest's account for the difference.

- 2.13 Upon agreement to the rates, terms and conditions of a NBR, an amendment to this Agreement, or a separate agreement, may be required and the Parties shall negotiate such agreement or amendment in good faith.

**Amendment to the Agreement
Between
SkyBest Communications, Inc.
and
BellSouth Telecommunications, Inc.
d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia,
AT&T Kentucky, AT&T Louisiana, AT&T Mississippi,
AT&T North Carolina, AT&T South Carolina and AT&T Tennessee
Dated May 29, 2008**

Pursuant to this Amendment, (the "Amendment"), SkyBest Communications, Inc. (SkyBest), and BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee ("AT&T"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated May 29, 2008, (Agreement) to be effective thirty (30) calendar days after the date of the last signature executing the Amendment (Effective Date).

WHEREAS, AT&T and SkyBest entered into the Agreement on May 29, 2008 and;

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

1. The Parties agree to add Exhibit A - Attachment 3 Structure Access for North Carolina.
2. Additionally, the Parties agree to delete Attachment 8, Rights-of-Way, Conduits and Pole Attachments, in its entirety.
3. All of the other provisions of the Agreement, dated May 29, 2008 shall remain in full force and effect.
4. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.
5. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

SkyBest Communications, Inc.

**BellSouth Telecommunications, Inc. d/b/a
AT&T North Carolina; by AT&T Operations,
Inc., its authorized agent**

By: *JTB*

By: *Eddie Reed Jr.*

Name: *Jimmy Blevins*
(Print or Type)

Name: Eddie Reed Jr.

Title: *President*
(Print or Type)

Title: Director

Date: *3/6/09*

Date: *4.21.09*

NORTH CAROLINA

OCN #

ACNA



ATTACHMENT 03 - STRUCTURE ACCESS



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1.0 Introduction

- 1.1 This Attachment 03 - Structure Access (here-on referred to as “Appendix”) sets forth the terms and conditions for Right(s) of Way (ROW), Conduits and Poles provided by **AT&T-22STATE** and CLEC.

2.0 Definitions

- 2.1 “Anchor” means a device, structure, or assembly which stabilizes a Pole and holds it in place. An Anchor assembly may consist of a rod and fixed object or plate, typically embedded in the ground, which is attached to a guy strand or guy wire, which, in turn, is attached to the Pole. The term Anchor does not include the guy strand which connects the Anchor to the Pole and includes only those Anchors which are owned by **AT&T-22STATE**, as distinguished from Anchors which are owned and controlled by other persons or entities.
- 2.2 “Anchor/Guy Strand” means supporting wires, typically stranded together, or other devices attached to a Pole and connecting that Pole to an Anchor or to another Pole for the purpose of increasing Pole stability. The term Anchor/Guy Strand includes, but is not limited to, strands sometimes referred to as Anchor strands, down guys, guy strands, and Pole-to-Pole guys.
- 2.3 “Application” means the process of requesting information related to records, Pole and/or Conduit availability, or make-ready requirements for **AT&T-22STATE**-owned or controlled Facilities. Each Application is limited in size to a maximum of 1) 100 consecutive Poles or 2) 10 consecutive Manhole sections or 5000 feet, whichever is greater. The Application includes (but is not limited to) request for records, records investigation and/or a field investigation, and Make-Ready Work.
- 2.4 “Assigned” when used with respect to Conduit or Duct space or Poles, means any space in such Conduit or Duct or on such Pole that is occupied by a Telecommunications Service provider or a municipal or other governmental authority. To ensure the judicious use of Poles and Conduits, space Assigned to a Telecommunications Service provider must be physically occupied by the service provider, be it **AT&T-22STATE** or a new entrant, within twelve (12) months of the space being Assigned.
- 2.5 “Attaching Party” means any Party wishing to make a physical Facility Attachment on or in any AT&T structure.
- 2.6 “Attachment” as used herein means the physical connection to **AT&T-22STATE**'s ROW and all associated Structure Access connectivity.
- 2.7 “Available” when used with respect to Conduit or Duct space or Poles, means any usable space in such Conduit or Duct or on such Pole not assigned to a specific provider at the applicable time.
- 2.8 “Conduit” means a structure containing one or more Ducts, usually placed in the ground, in which cables or wires may be installed.
- 2.9 “Conduit Occupancy” means the presence of wire, cable, optical conductors, or other Facilities within any portion of **AT&T-22STATE**'s Conduit System.
- 2.10 “Conduit System” means any combination of Ducts, Conduits, Manholes, and Handholes joined to form an integrated whole. In this Appendix, the term refers to Conduit Systems owned or controlled by **AT&T-22STATE**.
- 2.11 “Cost” means the charges made by **AT&T-22STATE** to CLEC for specific work performed, and shall be (a) the actual charges made by subcontractors to **AT&T-22STATE** for work and/or, (b) if the work was performed by **AT&T-22STATE** employees, it shall be calculated on an individual case basis, based on the estimated amount of work to be performed.
- 2.12 “Duct” means a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other Facilities.

As used in this Appendix, the term Duct includes Inner-Ducts created by subdividing a Duct into smaller channels.

- 2.13 “Facilities” refer to any property or equipment used in the provision of Telecommunications Services.
- 2.14 “Handholes” means an enclosure, usually below ground level, used for the purpose of installing, operating, and maintaining facilities in a Conduit. A Handhole is too small to permit personnel to physically enter.
- 2.15 “Inner-Duct” means a pathway created by subdividing a Duct into smaller channels.
- 2.16 “Joint User” means a public utility (as a business organization, like an electric company, performing a public service and subject to special governmental regulation) which has entered into an Agreement with AT&T-22STATE providing reciprocal rights of attachment of Facilities owned by each Party to the Poles, Ducts, Conduits and ROW owned by the other Party.
- 2.17 “Joint Use Pole” means a pole not owned by AT&T-22STATE, but upon which AT&T-22STATE maintains its Facilities.
- 2.18 “Lashing” means an Attachment of a Sheath or Inner-Duct to a supporting strand.
- 2.19 “License” means any License issued pursuant to this Appendix and may, if the context requires, refer to Conduit Occupancy or Pole Attachment Licenses issued by AT&T-22STATE.
- 2.20 “Make-Ready Work” means all work performed or to be performed to prepare AT&T-22STATE’s Conduit Systems, Poles or Anchors and related Facilities for the requested occupancy or attachment of CLEC’s Facilities. Make-Ready Work includes, but is not limited to, clearing obstructions (e.g., by rodding Ducts to ensure clear passage), the rearrangement, transfer, replacement, and removal of existing Facilities on a Pole or in a Conduit System where such work is required solely to accommodate CLEC’s Facilities and not to meet AT&T-22STATE’s business needs or convenience. Make-Ready Work may require “dig ups” of existing Facilities and may include the repair, enlargement or modification of AT&T-22STATE’s Facilities (including, but not limited to, Conduits, Ducts, Handholes and Manholes) or the performance of other work required to make a Pole, Anchor, Conduit or Duct usable for the initial placement of CLEC’s Facilities.
- 2.21 “Manhole” means an enclosure, usually below ground level and entered through a hole on the surface covered with a cast iron or concrete Manhole cover, which personnel may enter and use for the purpose of installing, operating, and maintaining Facilities in a Conduit.
- 2.22 “Occupancy” means the physical presence of Telecommunication Facilities in a Duct, on a Pole, or within a ROW.
- 2.23 “Overlashing” involves an attacher tying communication conductors to existing, supportive strands of cable on poles, which enables attachers to replace deteriorated cables or expand the capacity of existing facilities while reducing construction disruption and associated expense.
- 2.24 “Pole” means both utility Poles and Anchors but only to those utility Poles and Anchors owned or controlled by AT&T-22STATE, and does not include utility Poles or Anchors with respect to which AT&T-22STATE has no legal authority to permit attachments by other persons or entities.
- 2.25 “Pole Attachment Act” and “Pole Attachment Act of 1978” means those provisions of the Act, as amended, now codified as 47 U.S.C. § 224.
- 2.26 “Pre-License Survey” means all work and activities performed or to be performed to determine whether there is adequate capacity on a Pole or in a Conduit or Conduit System (including Manholes and Handholes) to accommodate CLEC’s Facilities and to determine what Make-Ready Work, if any, is required to prepare the Pole, Conduit or Conduit System to accommodate CLEC’s Facilities.

- 2.27 “Right(s) of Way (ROW)” means the right to use the land or other property of another party to place Poles, Conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A ROW may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes, or other locations.
- 2.28 “Sheath” or “Sheathing” means an outer covering containing communications wires, fibers, or other communications media.
- 2.29 “Spare Capacity” means any Poles, Conduit, Duct or Inner-Duct not currently assigned or subject to a pending Application for Attachment/Occupancy. Spare Capacity does not include an Inner-Duct (not to exceed one Inner-Duct per party) reserved by AT&T-22STATE, CLEC, or a Third Party for maintenance, repair, or emergency restoration.

3.0 General Provisions

- 3.1 Undertaking of AT&T-22STATE:
- 3.1.1 AT&T-22STATE shall provide CLEC with equal and nondiscriminatory access to Pole space, Conduits, Ducts, and ROW on terms and conditions equal to those provided by AT&T-22STATE to itself or to any other Telecommunications Service provider. Further, AT&T-22STATE shall not withhold or delay assignment of such Facilities to CLEC because of the potential or forecasted needs of itself or Third Parties.
- 3.2 Attachments and Occupancies Authorized by this Appendix:
- 3.2.1 AT&T-22STATE shall issue one or more Licenses to CLEC authorizing CLEC to attach Facilities to AT&T-22STATE's owned or controlled Poles and to place Facilities within AT&T-22STATE's owned or controlled Conduits, Ducts or ROW under the terms and conditions set forth in this Appendix and the Act.
- 3.2.2 Unless otherwise provided herein, authority to attach Facilities to AT&T-22STATE's owned or controlled Poles, to place Facilities within AT&T-22STATE's owned or controlled Conduits, Ducts or ROW shall be granted only in individual Licenses granted under this Appendix and the placement or use of such Facilities shall be determined in accordance with such Licenses and procedures established in this Appendix.
- 3.2.3 CLEC agrees that its attachment of Facilities to AT&T-22STATE's owned or controlled Poles, occupancy of AT&T-22STATE's owned or controlled Conduits, Ducts or ROW shall take place pursuant to the licensing procedures set forth herein, and AT&T-22STATE agrees that it shall not unreasonably withhold or delay issuance of such Licenses.
- 3.2.4 CLEC may not sublease or otherwise authorize any Third Party to use any part of the AT&T-22STATE Facilities licensed to CLEC under this Appendix, except that CLEC may lease its own Facilities to Third Parties, or allow Affiliates to over lash cables to CLEC cables. Notwithstanding the above, upon Notice to AT&T-22STATE, CLEC may permit Third Parties who have an Agreement with AT&T-22STATE to over lash to existing CLEC attachments in accordance with the terms and conditions of such Third Party's Agreement with AT&T-22STATE.
- 3.2.5 Attaching Party warrants that any overlash the Attaching Party conducts or permits (via a third party or contractor) shall meet the following requirements: (1) the overlash complies with the NESC and any other industry standards; (2) the Attaching Party has computed the pole loading with the additional overlash facility, and the pole will not be overloaded with the addition of the overlash facility; (3) the Attaching Party has determined that no make ready is necessary to accommodate the overlash facility, or will insure that any make-ready necessary will be conducted before the overlash occurs. Attaching Party agrees to indemnify AT&T-22STATE should any of the warranties be breached.

3.3 Licenses:

- 3.3.1 Subject to the terms and conditions set forth in this Appendix, AT&T-22STATE shall issue to CLEC one or more Licenses per state authorizing CLEC to place or attach Facilities in or to specified Poles, Conduits, Ducts or ROW owned or controlled by AT&T-22STATE located within the state on a “first-come, first-served” basis. AT&T-22STATE may deny a License Application if AT&T-22STATE determines that the Pole, Conduit or Duct space specifically requested by CLEC is necessary to meet AT&T-22STATE's present needs, or is Licensed by AT&T-22STATE to another CLEC, or is otherwise unavailable based on engineering concerns. AT&T-22STATE shall provide written Notice to CLEC within a reasonable time specifying in detail the reasons for denying CLEC's request. AT&T-22STATE shall have the right to designate the particular Duct(s) to be occupied, the location and manner in which CLEC's Facilities will enter and exit AT&T-22STATE's Conduit System and the specific location and manner of installation for any associated equipment which is permitted by AT&T-22STATE to occupy the Conduit System.

3.4 Access and Use of ROW:

- 3.4.1 AT&T-22STATE acknowledges that it is required by the Act to afford CLEC access to and use of all associated ROW to any sites where AT&T-22STATE's owned or controlled Poles, Manholes, Conduits, Ducts or other parts of AT&T-22STATE's owned or controlled Conduit Systems are located.
- 3.4.2 AT&T-22STATE shall provide CLEC with access to and use of such ROW to the same extent and for the same purposes that AT&T-22STATE may access or use such ROW, including but not limited to access for ingress, egress or other access and to construct, utilize, maintain, modify, and remove Facilities for which Pole attachment, Conduit Occupancy, or ROW use Licenses have been issued, provided that any Agreement with a Third Party under which AT&T-22STATE holds such rights expressly or impliedly grants AT&T-22STATE the right to provide such rights to others.
- 3.4.3 Where AT&T-22STATE notifies CLEC that AT&T-22STATE's Agreement with a Third Party does not expressly or impliedly grant AT&T-22STATE the ability to provide such access and use rights to others, upon CLEC's request, AT&T-22STATE will use its best efforts to obtain the owner's consent and to otherwise secure such rights for CLEC. CLEC agrees to reimburse AT&T-22STATE for the reasonable and demonstrable Costs incurred by AT&T-22STATE in obtaining such rights for CLEC.
- 3.4.4 In cases where a Third Party Agreement does not grant AT&T-22STATE the right to provide access and use rights to others as contemplated in Section 3.4.2 above and AT&T-22STATE, despite its best efforts, is unable to secure such access and use rights for CLEC in accordance with Section 3.4.3 above, or, in the case where CLEC elects not to invoke its rights under Section 3.4.2 above or Section 3.4.3 above, CLEC shall be responsible for obtaining such permission to access and use such ROW. AT&T-22STATE shall cooperate with CLEC in obtaining such permission and shall not prevent or delay any Third Party assignment of ROWs to CLEC.
- 3.4.5 Where AT&T-22STATE has any ownership or ROW to buildings or building complexes, or within buildings or building complexes, AT&T-22STATE shall offer to CLEC through a License or other attachment:
- 3.4.5.1 The right to use any available space owned or controlled by AT&T-22STATE in the building or building complex to install CLEC equipment and Facilities; and
- 3.4.5.2 Ingress and egress to such space.
- 3.4.6 Except to the extent necessary to meet the requirements of the Act, neither this Appendix nor any License granted hereunder shall constitute a conveyance or assignment of any of either Party's rights to use any public or private ROW, and nothing contained in this Appendix or in any License granted hereunder shall be

construed as conferring on one Party any right to interfere with the other Party's access to any such public or private ROW.

3.5 No Effect on **AT&T-22STATE**'s Right to Convey Property:

3.5.1 Nothing contained in this Appendix or in any License issued hereunder shall in any way affect the right of **AT&T-22STATE** to convey to any other person or entity any interest in real or personal property, including any Poles, Conduit or Ducts to or in which CLEC has attached or placed Facilities pursuant to Licenses issued under this Appendix provided however that **AT&T-22STATE** shall give CLEC reasonable advance written Notice of such intent to convey.

3.5.2 Nothing herein contained shall be construed as a grant of any exclusive authorization, right or privilege to CLEC. **AT&T-22STATE** shall have the right to grant, renew and extend rights and privileges to others not Parties to this Agreement, by contract or otherwise, to use any Pole, Anchor, or Conduit System covered by this Appendix and CLEC's rights hereunder.

3.6 No Effect on **AT&T-22STATE**'s Rights to Manage its Own Facilities:

3.6.1 This Appendix shall not be construed as limiting or interfering with **AT&T-22STATE**'s rights set forth below, except to the extent expressly provided by the provisions of this Appendix or Licenses issued hereunder or by the Act or other applicable laws, rules or regulations:

3.6.1.1 To locate, relocate, move, replace, modify, maintain, and operate **AT&T-22STATE**'s own Facilities within **AT&T-22STATE**'s Conduits, Ducts or ROW or any of **AT&T-22STATE**'s Facilities attached to **AT&T-22STATE**'s Poles at any time and in any reasonable manner which **AT&T-22STATE** deems appropriate to serve its End Users, avail itself of new business opportunities, or otherwise meet its business needs; or

3.6.1.2 enter into new agreements or arrangements with other persons or entities permitting them to attach or place their Facilities to or in **AT&T-22STATE**'s Poles, Conduits or Ducts; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new Attachments or arrangements shall not substantially interfere with CLEC's Pole Attachment, Conduit Occupancy or ROW use rights provided by Licenses issued pursuant to this Appendix.

3.7 No Effect on CLEC's Rights to Manage its Own Facilities:

3.7.1 This Appendix shall not be construed as limiting or interfering with CLEC's rights set forth below, except to the extent expressly provided by the provisions of this Appendix or Licenses issued hereunder or by the Act or other applicable laws, rules or regulations:

3.7.1.1 To locate, relocate, move, replace, modify, maintain, and operate its own Facilities within **AT&T-22STATE**'s Conduits, Ducts or ROW or its Facilities attached to **AT&T-22STATE**'s Poles at any time and in any reasonable manner which CLEC deems appropriate to serve its End Users, avail itself of new business opportunities, or otherwise meet its business needs; or

3.7.1.2 To enter into new agreements or arrangements with other persons or entities permitting CLEC to attach or place its Facilities to or in such other persons' or entities' Poles, Conduits or Ducts, or ROW; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new Attachments or arrangements shall not conflict with CLEC's obligations under Licenses issued pursuant to this Appendix.

3.8 No Right to Interfere with Facilities of Others:

- 3.8.1 The provisions of this Appendix or any License issued hereunder shall not be construed as authorizing either Party to this Appendix to rearrange or interfere in any way with any of the other Party's Facilities, with the Facilities of other persons or entities, or with the use of or access to such Facilities by such other party or such other persons or entities, except to the extent expressly provided by the provisions of this Appendix or any License issued hereunder or by the Act or other applicable laws, rules or regulations.
- 3.8.2 CLEC acknowledges that the Facilities of persons or entities other than AT&T-22STATE and CLEC may be attached to or occupy AT&T-22STATE's Poles, Conduits, Ducts and ROW.
- 3.8.3 AT&T-22STATE shall not attach, or give permission to any Third Parties to attach Facilities to, existing CLEC Facilities without CLEC's prior written consent. If AT&T-22STATE becomes aware of any such unauthorized attachment to CLEC Facilities, AT&T-22STATE shall use its best efforts to rectify the situation as soon as practicable.
- 3.8.4 With respect to Facilities occupied by CLEC or the subject of an Application for attachment by CLEC, AT&T-22STATE will give to CLEC sixty (60) calendar days written Notice for Conduit extensions or reinforcements, sixty (60) calendar days written Notice for Pole line extensions, sixty (60) calendar days written Notice for Pole replacements, and sixty (60) calendar days written Notice of AT&T-22STATE's intention to construct, reconstruct, expand or place such Facilities or of AT&T-22STATE's intention not to maintain or use any existing Facility.
- 3.8.4.1 Where AT&T-22STATE elects to abandon or remove AT&T-22STATE Facilities, the Facilities will be offered to existing occupants on a first-in, first-right to maintain basis. The first existing occupant electing to exercise this option will be required to execute the appropriate Agreement with AT&T-22STATE to transfer (purchase Attachment) ownership from AT&T-22STATE to that existing occupant, subject to then-existing licenses pertaining to such Facilities. If none of the existing occupants elect to maintain such Facilities, all occupants will be required to remove their existing Facilities within ninety (90) calendar days of written Notice from AT&T-22STATE.
- 3.8.4.2 If an emergency or provisions of an applicable joint use Agreement require AT&T-22STATE to construct, reconstruct, expand or replace Poles, Conduits or Ducts occupied by CLEC or the subject of an Application for Attachment by CLEC, AT&T-22STATE will notify CLEC as soon as reasonably practicable of such proposed construction, reconstruction, expansion or replacement to enable CLEC, if it so desires, to request that a Pole, Conduit or Duct of greater height or capacity be utilized to accommodate an anticipated Facility need of CLEC.
- 3.8.5 Upon request and at CLEC's expense, AT&T-22STATE shall remove any retired cable from Conduit Systems to allow for the efficient use of Conduit space within a reasonable period of time. AT&T-22STATE retains salvage rights on any cable removed. In order to safeguard its structures and Facilities, AT&T-22STATE reserves the right to remove retired cables and is under no obligation to allow CLEC the right to remove such cables. Based on sound engineering judgment, there may be situations where it would neither be feasible nor practical to remove retired cables.

3.9 Assignment of Space:

- 3.9.1 Assignment of space on Poles, in Conduits or Ducts and within ROW's will be made pursuant to Licenses granted by AT&T-22STATE on an equal basis to AT&T-22STATE, CLEC and other Telecommunication Service providers.

4.0 Requirements and Specifications

- 4.1 Industry recognized standards are incorporated below by reference. CLEC agrees that its Facilities shall be placed,

constructed, maintained, repaired, and removed in accordance with current (as of the date when such work is performed) editions of the following publications:

4.1.1 The Blue Book Manual of Construction Procedures, Special Report SR TAP 001421, published by Telcordia Technologies, f/k/a Bell Communications Research, Inc. ("BellCore"), and sometimes referred to as the "Blue Book";

4.1.2 The National Electrical Code (NEC); and

4.1.3 The current version of The National Electrical Safety Code (NESC).

4.2 Changes in Industry Recognized Standards:

4.2.1 CLEC agrees to rearrange its Facilities in accordance with changes in the standards published in the publications specified in Section 4.1 above of this Appendix if required by law to do so or upon the mutual Agreement of the Parties.

4.3 Additional Electrical Design Specifications:

4.3.1 CLEC agrees that, in addition to specifications and requirements referred to in Section 4.1 above, CLEC's Facilities placed in AT&T-22STATE's Conduit System shall meet all of the following electrical design specifications:

4.3.1.1 No Facility shall be placed in AT&T-22STATE's Conduit System in violation of FCC regulations.

4.3.1.2 CLEC's Facilities placed in AT&T-22STATE's Conduit System shall not be designed to use the earth as the sole conductor for any part of CLEC's circuits.

4.3.1.3 CLEC's Facilities carrying more than 50 volts AC rms (root mean square) to ground or 135 volts DC to ground shall be enclosed in an effectively grounded Sheath or shield.

4.3.1.4 No coaxial cable of CLEC shall occupy a Conduit System containing AT&T-22STATE's cable unless such cable of CLEC meets the voltage limitations of Article 820 of the National Electrical Code referred to in Section 4.1.2 above.

4.3.1.5 CLEC's coaxial cable may carry continuous DC voltages up to 1800 volts to ground where the conductor current will not exceed one-half (1/2) amperes and where such cable has two (2) separate grounded metal Sheaths or shields and a suitable insulating jacket over the outer Sheath or shield. The power supply shall be so designed and maintained that the total current carried over the outer Sheath shall not exceed 200 micro-amperes under normal conditions. Conditions which would increase the current over this level shall be cleared promptly.

4.3.1.6 Neither Party shall circumvent the other Party's corrosion mitigation measures. Each Party's new Facilities shall be compatible with the other Party's Facilities so as not to damage any Facilities of the other Party by corrosion or other chemical reaction.

4.4 Additional Physical Design Specifications:

4.4.1 CLEC's Facilities placed in AT&T-22STATE's Conduit System must meet all of the following physical design specifications:

4.4.1.1 Cables bound or wrapped with cloth or having any kind of fibrous coverings or impregnated with an adhesive material shall not be placed in AT&T-22STATE's Conduit or Ducts.

4.4.1.2 The integrity of AT&T-22STATE's Conduit System and overall safety of AT&T-22STATE's

personnel and other personnel working in **AT&T-22STATE**'s Conduit System requires that "dielectric cable" be placed when CLEC's cable Facility utilizes an alternative Duct or route that is shared in the same trench by any current carrying Facility of a power utility.

- 4.4.1.3 New construction splices in CLEC's fiber optic and twisted pair cables shall be located in Manholes, pull boxes or Handholes.

4.5 Additional Specifications Applicable to Connections:

- 4.5.1 The following specifications apply to connections of CLEC's Conduit to **AT&T-22STATE**'s Conduit System:

- 4.5.1.1 CLEC will be permitted to connect its Conduit or Duct only at an **AT&T-22STATE** Manhole. No attachment will be made by entering or breaking into Conduit between Manholes. All necessary work to install CLEC Facilities will be performed by CLEC or its contractor at CLEC's expense. In no event shall CLEC or its contractor "core bore" or make any other modification to **AT&T-22STATE** Manhole(s) without the prior written approval of **AT&T-22STATE**, which approval will not be unreasonably delayed or withheld.

- 4.5.1.2 If CLEC constructs or utilizes a Duct connected to **AT&T-22STATE**'s Manhole, the Duct and all connections between that Duct and **AT&T-22STATE**'s Manhole shall be sealed, to the extent practicable, to prevent the entry of gases or liquids into **AT&T-22STATE**'s Conduit System. If CLEC's Duct enters a building, it shall also be sealed where it enters the building and at all other locations necessary to prevent the entry of gases and liquids from the building into **AT&T-22STATE**'s Conduit System.

4.6 Requirements Relating to Personnel, Equipment, Material, and Construction Procedures Generally:

- 4.6.1 Duct clearing, rodding or modifications required to grant CLEC access to **AT&T-22STATE**'s Conduit Systems may be performed by **AT&T-22STATE** at CLEC's expense at charges which represent **AT&T-22STATE**'s actual Costs. Alternatively (at CLEC's option) such work may be performed by a contractor who demonstrates compliance with **AT&T-22STATE** certification requirements, which certification requirements shall be consistent with F.C.C. rules. The Parties acknowledge that CLEC, its contractors, and other persons acting on CLEC's behalf will perform work for CLEC (e.g., splicing CLEC's Facilities) within **AT&T-22STATE**'s Conduit System. CLEC represents and warrants that neither CLEC nor any Person Acting on CLEC's behalf shall permit any person to climb or work on or in any of **AT&T-22STATE**'s Poles or to enter **AT&T-22STATE**'s Manholes or work within **AT&T-22STATE**'s Conduit System unless such person has the training, skill, and experience required to recognize potentially dangerous conditions relating to Pole or the Conduit Systems and to perform the work safely.

- 4.6.2 CLEC's Facilities within **AT&T-22STATE**'s Conduit System shall be constructed, placed, rearranged, modified, and removed upon receipt of License specified in Section 6.1. However, no such License will be required for the inspection, maintenance, repair or non-physical modifications of CLEC's Facilities.

- 4.6.3 Rodding or clearing of Ducts in **AT&T-22STATE**'s Conduit System shall be done only when specific authorization for such work has been obtained in advance from **AT&T-22STATE**, which authorization shall not be unreasonably delayed or withheld by **AT&T-22STATE**. The Parties agree that such rodding or clearing shall be performed according to existing industry standards and practices. CLEC may contract with **AT&T-22STATE** for performance of such work or (at CLEC's option) with a contractor who demonstrates compliance with **AT&T-22STATE** certification requirements.

- 4.6.4 Personnel performing work on **AT&T-22STATE**'s or CLEC's behalf in **AT&T-22STATE**'s Conduit System shall not climb on, step on, or otherwise disturb the other Party's or any Third Party's cables, air pipes,

equipment, or other Facilities located in any Manhole or other part of AT&T-22STATE's Conduit System.

- 4.6.5 Personnel performing work on AT&T-22STATE's or CLEC's behalf within AT&T-22STATE's Conduit System (including any Manhole) shall, upon completing their work, make reasonable efforts to remove all tools, unused materials, wire clippings, cable Sheathing and other materials brought by them to the work site.
- 4.6.6 All of CLEC's Facilities shall be firmly secured and supported in accordance with Telcordia and industry standards as referred to in Section 4.1 above.
- 4.6.7 Identification of Facilities in Conduit/Manholes:
 - 4.6.7.1 CLEC's Facilities shall be plainly identified with CLEC's name in each Manhole with a firmly affixed permanent tag that meets standards set by AT&T-22STATE for its own Facilities.
- 4.6.8 Identification of Pole Attachments.
 - 4.6.8.1 CLEC's Facilities attached to AT&T-22STATE Poles shall be plainly identified with CLEC's name firmly affixed at each Pole by a permanent tag that meets industry standards as referred to in Section 4.1 above.
- 4.6.9 Manhole pumping and purging required in order to allow CLEC's work operations to proceed shall be performed by a vendor approved by AT&T-22STATE in compliance with AT&T-22STATE Practice Sec. 620-145-011BT, "Manhole Contaminants, Water, Sediment or Debris Removal and Reporting Procedures", and any amendments, revisions or supplements thereto and in compliance with all regulations and standards established by the United States Environmental Protection Agency and by any applicable state or local environmental regulators.
- 4.6.10 Planks or other types of platforms shall not be installed using cables, pipes or other equipment as a means of support. Platforms shall be supported only by cable racks.
- 4.6.11 Any leak detection liquid or device used by CLEC or personnel performing work on CLEC's Facilities within AT&T-22STATE's Conduit System shall be of a type approved by AT&T-22STATE or Telcordia as referenced in Section 4.1 above.
- 4.6.12 When CLEC or personnel performing work on CLEC's behalf are working within or in the vicinity of any part of AT&T-22STATE's Poles or Conduit System which is located within, under, over, or adjacent to streets, highways, alleys or other traveled ROW, CLEC and all personnel performing work on CLEC's behalf shall follow procedures which CLEC deems appropriate for the protection of persons and property. CLEC shall be responsible, at all times, for determining and implementing the specific steps required to protect persons and property at the site. CLEC will provide all traffic control and warning devices required to protect pedestrian and vehicular traffic, workers and property from danger. AT&T-22STATE shall have no responsibility for the safety of personnel performing work on CLEC's behalf, for the safety of bystanders, and for insuring that all operations conform to current OSHA regulations and all other governmental rules, ordinances or statutes. AT&T-22STATE reserves the right to suspend CLEC's activities on, in or in the vicinity of AT&T-22STATE's Poles or Conduit System if, in AT&T-22STATE's reasonable judgment, any hazardous condition arises due to the activity (including both acts and omissions) of CLEC or any personnel performing work on CLEC's behalf, which suspension shall cease when the condition has been rectified.
- 4.6.13 Except for protective screens, no temporary cover shall be placed by CLEC or personnel performing work on CLEC's behalf over an open Manhole unless it is at least four (4) feet above the surface level of the Manhole opening.

- 4.6.14 Smoking or the use of any open flame is prohibited in **AT&T-22STATE**'s Manholes, in any other portion of **AT&T-22STATE**'s Conduit System, or within ten (10) feet of any open Manhole entrance; provided that this provision will not prohibit the use of spark producing tools such as electric drills, fusion splicers, etc.
- 4.6.15 Artificial lighting, when required, will be provided by CLEC. Only explosion proof lighting fixtures shall be used.
- 4.6.16 Neither CLEC nor personnel performing work on CLEC's behalf shall allow any combustible gas, vapor, liquid, or material to accumulate in **AT&T-22STATE**'s Conduit System (including any Manhole) during work operations performed within or in the vicinity of **AT&T-22STATE**'s Conduit System.
- 4.6.17 CLEC will abide by any laws, regulations or ordinances regarding the use of spark producing tools, equipment or devices in **AT&T-22STATE**'s Manholes, in any other portions of **AT&T-22STATE**'s Conduit System, or within ten (10) feet of any open Manhole opening. This includes, but is not limited to, such tools as electric drills and hammers, meggers, breakdown sets, induction sets, and the like.

4.7 Opening of Manholes:

- 4.7.1 The following requirements apply to the opening of **AT&T-22STATE**'s Manholes and the authority of **AT&T-22STATE** personnel present when work on CLEC's behalf is being performed within or in the vicinity of **AT&T-22STATE**'s Conduit System.
 - 4.7.1.1 **AT&T-22STATE**'s Manholes shall be opened only as permitted by **AT&T-22STATE**'s authorized employees or agents, which permission shall not be unreasonably denied or delayed.
 - 4.7.1.2 CLEC shall notify **AT&T-22STATE** forty-eight (48) hours in advance of any routine work operation requiring entry into any of **AT&T-22STATE**'s Manholes.
 - 4.7.1.3 CLEC shall be responsible for obtaining any necessary authorization from appropriate authorities to open Manholes for Conduit work operations therein.
 - 4.7.1.4 **AT&T-22STATE**'s authorized employee or agent shall not direct or control the conduct of CLEC's work at the work site. The presence of **AT&T-22STATE**'s authorized employee or agent at the work site shall not relieve CLEC or personnel performing work on CLEC's behalf of their responsibility to conduct all work operations within **AT&T-22STATE**'s Conduit System in a safe and workmanlike manner.
 - 4.7.1.5 Although **AT&T-22STATE**'s authorized employee or agent shall not direct or control the conduct of CLEC's work at the work site, **AT&T-22STATE**'s employee or agent shall have the authority to suspend CLEC's work operations within **AT&T-22STATE**'s Conduit System if, in the reasonable discretion of such **AT&T-22STATE** employee or agent, it appears that any hazardous conditions arise or any unsafe practices are being followed by CLEC or personnel performing work on CLEC's behalf.

4.8 Occupational Safety and Health Administration (OSHA) Compliance: Notice to **AT&T-22STATE** of Unsafe Conditions:

- 4.8.1 CLEC agrees that:
 - 4.8.1.1 Its Facilities shall be constructed, placed, maintained, repaired, and removed in accordance with OSHA's rules and regulations promulgated thereunder.
 - 4.8.1.2 All persons acting on CLEC's behalf, including but not limited to CLEC's employees, agents,

contractors, and subcontractors shall, when working on or within **AT&T-22STATE**'s Poles or Conduit System, comply with OSHA and all rules and regulations thereunder.

4.8.1.3 CLEC shall establish appropriate procedures and controls to assure compliance with all requirements of this Section.

4.8.1.4 CLEC (and any Person Acting on CLEC's Behalf) may report unsafe conditions on, in or in the vicinity of **AT&T-22STATE**'s Poles or Conduit System to **AT&T-22STATE**.

4.9 Compliance with Environmental Laws and Regulations:

4.9.1 CLEC acknowledges that, from time to time, environmental contaminants may enter **AT&T-22STATE**'s Conduit System and accumulate in Manholes or other Conduit Facilities and that certain Conduits (Transite type) are constructed with asbestos-containing materials. If **AT&T-22STATE** has knowledge of the presence of such contaminants in a Conduit for which CLEC has applied for or holds a License, **AT&T-22STATE** will promptly notify CLEC of such fact.

4.10 Notwithstanding any of **AT&T-22STATE**'s notification requirements in this Appendix, CLEC acknowledges that some of **AT&T-22STATE**'s Conduit is fabricated from asbestos-containing materials. Such Conduit is generally marked with a designation of "C Fiber Cement Conduit", "Transite", or "Johns-Manville". Until proven otherwise, CLEC will presume that all Conduit not fabricated of plastic, tile, or wood is asbestos-containing and will handle it pursuant to all applicable regulations relating to worker safety and protection of the environment.

4.11 **AT&T-22STATE** makes no representations to CLEC or personnel performing work on CLEC's behalf that **AT&T-22STATE**'s Conduit System or any specific portions thereof will be free from environmental contaminants at any particular time. CLEC agrees to comply with the following provisions relating to compliance with environmental laws and regulations:

4.11.1 CLEC's Facilities shall be constructed, placed, maintained, repaired, and removed in accordance with all applicable federal, state, and local environmental statutes, ordinances, rules, regulations, and other laws, including but not limited to the Resource Conservation and Recovery Act (42 U.S.C. §§ 9601 et. seq.), the Toxic Substance Control Act (15 U.S.C. §§ 2601 2629), the Clean Water Act (33 U.S.C. §§ 1251 et. seq.), and the Safe Drinking Water Act (42 U.S.C. §§ 300f 300j).

4.11.2 All persons acting on CLEC's behalf, including but not limited to CLEC's employees, agents, contractors, and subcontractors, shall, when working on, within or in the vicinity of **AT&T-22STATE**'s Poles or Conduit System, comply with all applicable federal, state, and local environmental laws, including but not limited to all environmental statutes, ordinances, rules, and regulations.

4.11.3 CLEC shall establish appropriate procedures and controls to assure compliance with all requirements of this section. **AT&T-22STATE** will be afforded a reasonable opportunity to review such procedures and controls and provide comments that will be reasonably considered in advance of their implementation. Review and comment by **AT&T-22STATE** pursuant to this section will be provided in a timely manner.

4.11.4 CLEC and all personnel performing work on CLEC's behalf shall comply with such standards and practices as **AT&T-22STATE** and CLEC may from time to time mutually agree to adopt to comply with environmental laws and regulations including, without limitation, **AT&T-22STATE** Practice Sec. 620-145-011BT, "Manhole Contaminants, Water, Sediment or Debris Removal and Reporting Procedures". Pursuant to this practice, neither CLEC nor **AT&T-22STATE** nor personnel performing work on either Party's behalf shall discharge water or any other substance from any **AT&T-22STATE** Manhole or other Conduit Facility onto public or private property, including any storm water drainage system, without first testing such water or substance for contaminants in accordance with mutually agreed standards and practices and determining that such

discharge would not violate any environmental law, create any environmental risk or hazard, or damage the property of any person. No such waste material shall be deposited on **AT&T-22STATE** premises for storage or disposal.

4.12 Compliance with Other Governmental Requirements:

4.12.1 CLEC agrees that its Facilities attached to **AT&T-22STATE**'s Facilities shall be constructed, placed, maintained, and removed in accordance with the ordinances, rules, and regulations of any governing body having jurisdiction of the subject matter. CLEC shall comply with all statutes, ordinances, rules, regulations and other laws requiring the marking and lighting of aerial wires, cables and other structures to ensure that such wires, cables and structures are not a hazard to aeronautical navigation. CLEC shall establish appropriate procedures and controls to assure such compliance by all persons acting on CLEC's behalf, including but not limited to, CLEC's employees, agents, contractors, and subcontractors.

4.13 Differences in Standards or Specifications:

4.13.1 To the extent that there may be differences in any applicable standards or specifications referred to in Section 4.0 above, the most stringent standard or specification shall apply.

4.14 CLEC Solely Responsible for the Condition of Its Facilities:

4.14.1 CLEC shall be responsible at all times for the condition of its Facilities and its compliance with the requirements, specifications, rules, regulations, ordinances, and laws specified above. In this regard, **AT&T-22STATE** shall have no duty to CLEC to inspect or monitor the condition of CLEC's Facilities (including but not limited to splices and other Facilities connections) located within **AT&T-22STATE**'s Conduit and Ducts or any attachment of CLEC's Facilities to **AT&T-22STATE**'s Poles, Anchors, Anchor/Guy Strands or other Pole Facilities. **AT&T-22STATE** may, however, conduct such inspections and audits of its Poles and Conduit System as **AT&T-22STATE** determines reasonable or necessary. Such inspection and audits shall be conducted at **AT&T-22STATE**'s expense with the exception of (1) follow-up inspection to confirm remedial action after an observed CLEC violation of the requirements of this Appendix; and (2) inspection of CLEC Facilities in compliance with a specific mandate of appropriate governmental authority for which inspections the Cost shall be borne by CLEC.

4.14.2 Either Party may audit the other Party's compliance with the terms of this Section.

4.14.3 Observed safety hazards or imminent Facility failure conditions of another Party shall be reported to the affected Party where such Party can be readily identified.

4.15 Efficient use of Conduit:

4.15.1 **AT&T-22STATE** will install Inner-Ducts to increase Duct space in existing Conduit as Facilities permit. The full complement of Inner-Ducts will be installed which can be accommodated under sound engineering principles. The number of Inner-Ducts which can reasonably be installed will be determined by **AT&T-22STATE**.

5.0 **Additional CLEC Responsibilities**

5.1 Third Party Property Owners:

5.1.1 Licenses granted under this Section authorize CLEC to place Facilities in, or attach Facilities to, Poles, Conduits and Ducts owned or controlled by **AT&T-22STATE** but do not affect the rights of landowners to control terms and conditions of access to their property.

5.1.1.1 CLEC agrees that neither CLEC nor any persons acting on CLEC's behalf, including but not limited to CLEC's employees, agents, contractors, and subcontractors, shall engage in any conduct which damages public or private property in the vicinity of **AT&T-22STATE**'s Poles or Conduit System, interferes in any way with the use or enjoyment of public or private property except as expressly permitted by the owner of such property, or creates a hazard or nuisance on such property (including, but not limited to, a hazard or nuisance resulting from any abandonment or failure to remove CLEC's Facilities or any construction debris from the property, failure to erect warning signs or barricades as may be necessary to give notice to others of unsafe conditions on the premises while work performed on CLEC's behalf is in progress, or failure to restore the property to a safe condition after such work has been completed).

5.2 Required Permits, Certificates and Licenses:

5.2.1 CLEC shall be responsible for obtaining any building permits or certificates from governmental authorities necessary to construct, operate, maintain and remove its Facilities on public or private property.

5.2.2 CLEC shall not attach or place its Facilities to or in **AT&T-22STATE**'s Poles, Conduit or Duct located on any property for which it or **AT&T-22STATE** has not first obtained all required authorizations.

5.2.3 **AT&T-22STATE** shall have the right to request evidence that all appropriate authorizations have been obtained. However, such request shall not delay **AT&T-22STATE**'s Pre-License Survey work.

5.3 Lawful Purposes:

5.3.1 All Facilities placed by CLEC in **AT&T-22STATE**'s Conduit and Ducts or on **AT&T-22STATE**'s Poles, Anchors or Anchor/Guy Strands must serve a lawful purpose and the uses made of CLEC's Facilities must comply with all applicable federal, state, and local laws and with all federal, state, and local regulatory rules, regulations, and requirements. In this regard, CLEC shall not utilize any Facilities occupying or attached to **AT&T-22STATE**'s Conduits, Ducts or Poles for the purpose of providing any services which it is not authorized by law to provide or for the purpose of enabling any other person or entity to provide any such services.

6.0 **Facilities and Licenses**

6.1 Licenses Required:

6.1.1 Before placing any Facilities in **AT&T-22STATE**'s Conduits or Ducts or attaching any Facilities to **AT&T-22STATE**'s Poles, Anchors or Anchor/Guy Strands, CLEC must first apply for and receive a written License from **AT&T-22STATE**.

6.2 Provision of Records and Information to CLEC:

6.2.1 In order to obtain information regarding Facilities, CLEC shall make a written request to **AT&T-22STATE**, identifying with reasonable specificity the geographic area for which Facilities are required, the types and quantities of the required Facilities and the required in-service date. In response to such request, **AT&T-22STATE** shall provide CLEC with information regarding the types, quantity and location (which may be provided by provision of route maps) and availability of **AT&T-22STATE** Poles, Conduit and ROW located within the geographic area specified by CLEC. Provision of information under the terms of this section shall include the right of CLEC employees or agents to obtain copies of engineering records or drawings which pertain to those Facilities within the geographic area identified in CLEC's request. Such copies of records shall be provided to CLEC via courier at the expense of CLEC or otherwise available at the records location center. For **AT&T-22STATE** requests, the contact information can be found on the AT&T CLEC Online

website under Structure Access. The Costs of producing and mailing copies of records, which are to be paid by CLEC, are on an individual case basis. The components which make up the total Costs are the sum of:

6.2.1.1 **AT&T-22STATE** employee Costs based on the time spent researching, reviewing and copying records

6.2.1.2 Copying costs

6.2.1.3 Shipping costs

6.3 No Warranty of Record Information:

6.3.1 CLEC acknowledges that records and information provided by **AT&T-22STATE** pursuant to Section 6.2 above may not reflect field conditions and that physical inspection is necessary to verify presence and condition of outside plant Facilities and ROW. In providing such records and information, **AT&T-22STATE** assumes no liability to CLEC or any Third Party for errors/omissions contained therein.

6.4 Determination of Availability:

6.4.1 **AT&T-22STATE** shall provide Pole, Conduit and ROW availability information in response to a request from CLEC which identifies with reasonable specificity the Facilities for which such information is desired. If such request includes Joint Use Pole(s), **AT&T-22STATE** shall respond with respect to such Joint Use Pole(s) as to what Make-Ready Work is required for **AT&T-22STATE**'s Facilities only. Notwithstanding any other provision, **AT&T-22STATE** shall not determine space availability upon any Joint Use Pole(s). CLEC may elect to be present at any field based survey of Facilities identified pursuant to this paragraph and **AT&T-22STATE** shall provide CLEC at least forty-eight (48) hours notice prior to initiating such field survey. CLEC employees or agents shall be permitted to enter **AT&T-22STATE** Manholes and inspect such structures to confirm usability and/or evaluate condition of the structure(s) with at least forty-eight (48) hours notice to **AT&T-22STATE**, with a **AT&T-22STATE** representative present and at CLEC's expense.

6.5 Assignment of Conduit, Duct and Pole Space:

6.5.1 **AT&T-22STATE** shall not unreasonably deny or delay issuance of any License and, in any event, **AT&T-22STATE** shall issue such License as follows: (a) after the determination has been made that Make-Ready Work is not required, or (b) completion of Make-Ready Work.

6.5.1.1 No Make-Ready Work Required:

6.5.1.1.1 If **AT&T-22STATE** determines that no Make-Ready Work is required, **AT&T-22STATE** shall approve Applications for Pole attachment and Conduit Occupancy Licenses and issue such Licenses within twenty (20) Business Days after the determination has been made that no Make-Ready Work is required, but in no event later than forty-five (45) calendar days after **AT&T-22STATE** receives CLEC's Application, which period shall exclude any time **AT&T-22STATE** is awaiting a response from CLEC.

6.5.1.2 Make-Ready Work Required:

6.5.1.2.1 If Make-Ready Work is to be performed by **AT&T-22STATE**, such available space shall remain in effect until Make-Ready Costs are presented to CLEC and approval by CLEC pursuant to the time frames herein. If CLEC approves **AT&T-22STATE**'s Make-Ready Work Costs, CLEC shall have twelve (12) months from the date of Application approval to install its Facilities.

6.5.1.2.2 If CLEC rejects **AT&T-22STATE**'s Costs for Make-Ready Work, but then elects to perform the Make-Ready Work itself or through a contractor or if CLEC elects from the time of Application to perform the Make-Ready Work itself or through a contractor, CLEC shall install its Facilities within twelve (12) months from the date that CLEC informs **AT&T-22STATE** that CLEC will perform Make-Ready Work. In the event CLEC does not install its Facilities within the time frames set out in this Section, the assignment shall be void and such space shall become available.

7.0 Make-Ready Work

7.1 Work Performed by AT&T-22STATE:

7.1.1 If performed by **AT&T-22STATE**, Make-Ready Work to accommodate CLEC's Facilities on Poles, Joint Use Pole(s) or in Conduit System shall be included in the normal work load schedule of **AT&T-22STATE** with construction responsibilities in the geographic areas where the relevant Poles or Conduit Systems are located and shall not be entitled to priority, advancement, or preference over other work to be performed by **AT&T-22STATE** in the ordinary course of **AT&T-22STATE**'s business.

7.1.2 If CLEC desires Make-Ready Work to be performed on an expedited basis and **AT&T-22STATE** agrees to perform the work on such a basis, **AT&T-22STATE** shall recalculate the estimated Make-Ready Work charges to include any expedite charges. If CLEC accepts **AT&T-22STATE**'s revised estimate of charges, CLEC shall pay such additional charges.

7.2 All charges for Make-Ready Work, including work on Joint Use Pole(s), performed by **AT&T-22STATE** are payable in advance, with the amount of any such advance payment to be due within sixty (60) calendar days after receipt of an invoice from **AT&T-22STATE**. **AT&T-22STATE** will begin Make-Ready Work required to accommodate CLEC after receipt of CLEC's Make-Ready Work payment. After receipt of payment, **AT&T-22STATE** will schedule the work for completion.

7.3 Work Performed by Certified Contractor:

7.3.1 In lieu of obtaining performance of Make-Ready Work by **AT&T-22STATE**, CLEC at its option may arrange for the performance of such work by a contractor certified by **AT&T-22STATE** to work on or in its Facilities. Certification shall be granted based upon reasonable and customary criteria employed by **AT&T-22STATE** in the selection of its own contract labor. Notwithstanding any other provisions of this Section, CLEC may not employ a contractor to accomplish Make-Ready Work if **AT&T-22STATE** is likewise precluded from contractor selection under the terms of an applicable joint use Agreement or collective bargaining Agreement. In accordance with Section 4.6.9 above, all Manhole pumping and purging shall be performed by a vendor approved by **AT&T-22STATE**.

7.4 Completion of Make-Ready Work:

7.4.1 **AT&T-22STATE** will issue a License to CLEC once all Make-Ready Work necessary to CLEC's attachment or occupancy has been completed.

8.0 Application Form and Fees

8.1 Application Process:

8.1.1 To apply for a License under this Appendix, CLEC shall submit the appropriate **AT&T-22STATE** administrative form(s), which can be found on the AT&T CLEC On-Line website, (two (2) sets of each and either a route map specifically indicating CLEC desired route or engineered drawings are to be included).

CLEC has the option of (1) requesting copies of **AT&T-22STATE** records only, (2) requesting a records and/or field survey to determine availability, and/or (3) requesting a Make-Ready Work estimate. Any Joint Use Pole(s) included in such a request shall be included in the records/field survey and Make-Ready Work estimate. Before the Application and Conduit Occupancy License or Application and Pole Attachment License form is approved for attachment, Make-Ready Work must be complete or a records or field survey conducted by **AT&T-22STATE** has determined that Make-Ready Work is not required. CLEC shall submit with CLEC's License Application a proposed or estimated construction schedule as set forth below in Section 11.0 below.

8.2 **AT&T-22STATE** will process License Applications in the order in which they are received; provided, however, that when CLEC has multiple Applications on file with **AT&T-22STATE**, CLEC may designate its desired priority of completion of pre-licenses and Make-Ready Work with respect to all such Applications.

8.2.1 Each Application for a License under this Section shall specify the proposed route of CLEC's Facilities and identify the Conduits and Ducts or Poles, Joint Use Pole(s) and Pole Facilities along the proposed route in which CLEC desires to place or attach its Facilities, and describe the physical size, weight and jacket material of the cable which CLEC desires to place in each Conduit or Duct or the number and type of cables, apparatus enclosures and other Facilities which CLEC desires to attach to each Pole or Joint Use Pole.

8.2.2 Each Application for a License under this Section shall be accompanied by a proposed (or estimated) construction schedule containing the information specified in Section 11.1 below of this Appendix, and an indication of whether CLEC will, at its option, perform its own Make-Ready Work.

8.3 Multiple Cables, Multiple Services, Lashing or Placing Additional Cables, and Replacement of Facilities:

8.3.1 CLEC may include multiple cables in a single License Application and multiple services (e.g., CATV and non CATV services) may be provided by CLEC in the same cable Sheath. CLEC's Lashing additional cable to existing Facilities and placing additional cables in Conduits or Ducts already occupied by CLEC's Facilities shall be permitted, and no additional fees will be applied; provided, however, that if CLEC desires to lash additional cable to existing Facilities of a Third Party, CLEC shall provide **AT&T-22STATE** with reasonable Notice, and shall obtain written permission from the owner of the existing Facilities. If **AT&T-22STATE** determines that the requested Lashing would violate safety or engineering requirements, **AT&T-22STATE** shall provide written Notice to CLEC within a reasonable time specifying in detail **AT&T-22STATE**'s findings. If CLEC desires to place additional cables in Conduits or Ducts which are already occupied, or to replace existing Facilities with new Facilities substantially different from those described in Licenses in effect, CLEC must apply for and acquire a new License specifically describing the physical size, weight and jacket material of the cable to be placed in **AT&T-22STATE**'s Conduits and Ducts or the physical size, weight, and jacket type of cables and the size and weight of apparatus enclosures and other Facilities to be attached to **AT&T-22STATE** Poles.

8.4 Each Application shall designate an employee as CLEC's single point of contact for any and all purposes of that Application under this Section, including, but not limited to, processing Licenses and providing records and information. CLEC may at any time designate a new point of contact by giving written Notice of such change while the Application is open.

9.0 Processing of Applications (Including Pre-License Surveys and Field Inspections)

9.1 CLEC's Priorities:

9.1.1 When CLEC has multiple Applications on file with **AT&T-22STATE**, CLEC shall designate its desired priority

of completion of Pre-License Surveys and Make-Ready Work with respect to all such Applications.

9.2 Pre-License Survey:

9.2.1 After CLEC has submitted its written Application for a License, a Pre-License Survey (including a field inspection) will be performed by either Party, in the company of a representative of the other Party as mutually agreed, to determine whether **AT&T-22STATE**'s Poles, Anchors and Anchor/Guy Strands, or Conduit System, in their present condition, can accommodate CLEC's Facilities, without substantially interfering with the ability of **AT&T-22STATE** or any other authorized person or entity to use or access the Pole, Anchor or Anchor/Guy Strand or any portion of **AT&T-22STATE**'s Conduit System or Facilities attached to **AT&T-22STATE**'s Pole or placed within or connected to **AT&T-22STATE**'s Conduit System. If a Pre-License Survey is to be conducted by **AT&T-22STATE**, **AT&T-22STATE** will provide CLEC the Costs to perform the Pre-License Survey. After receipt of CLEC's payment of Pre-License Survey Costs, **AT&T-22STATE** will schedule the survey. If CLEC gives its prior written consent in writing, the determination of Duct availability may include the rodding of Ducts at CLEC's expense.

9.2.1.1 The purpose of the Pre-License Survey is to determine whether CLEC's proposed attachments to **AT&T-22STATE**'s Poles or occupancy of **AT&T-22STATE**'s Conduit and Ducts will substantially interfere with use of **AT&T-22STATE**'s Facilities by **AT&T-22STATE** and others with Facilities occupying, connected or attached to **AT&T-22STATE**'s Pole or Conduit System and to determine what Make-Ready Work is required to accommodate CLEC's Facilities on **AT&T-22STATE**'s Poles, Joint Use Pole(s), or Conduit, Duct, or ROW and the cost associated with **AT&T-22STATE** performing such Make-Ready Work and to provide information to CLEC for its determination of whether the Pole, Anchor, Anchor/Guy Strand, Conduit, Duct, or ROW is suitable for its use.

9.2.1.2 Based on information provided by **AT&T-22STATE**, CLEC shall determine whether **AT&T-22STATE**'s Pole, Anchor, Anchor/Guy Strand, Conduit and Duct Facilities are suitable to meet CLEC's needs.

9.2.1.3 **AT&T-22STATE** may not unreasonably refuse to continue to process an Application based on **AT&T-22STATE**'s determination that CLEC's proposed use of **AT&T-22STATE**'s Facilities will not be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws. CLEC shall be responsible for making its own, independent determination that its use of such Facilities will be in compliance with such requirements, specifications, rules, regulations, ordinances and laws. CLEC acknowledges that **AT&T-22STATE** is not explicitly or implicitly warranting to CLEC that CLEC's proposed use of **AT&T-22STATE**'s Facilities will be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws.

9.3 Administrative Processing:

9.3.1 The administrative processing portion of the Pre-License Survey (which includes without limitation processing the Application, preparing Make-Ready Work orders, notifying Joint Users and other persons and entities of work requirements and schedules, coordinating the relocation/rearrangement of **AT&T-22STATE** and/or other Licensed Facilities) will be performed by **AT&T-22STATE** at CLEC's expense. Anything to the contrary herein notwithstanding, **AT&T-22STATE** shall bear no responsibility for the relocation, rearrangement or removal of Facilities used for the transmission or distribution of electric power.

10.0 Issuance of Licenses

10.1 Obligation to Issue Licenses:

10.1.1 **AT&T-22STATE** shall issue a License to CLEC pursuant to this Section. **AT&T-22STATE** and CLEC acknowledge that each Application for a License shall be evaluated on an individual basis. Nothing contained in this section shall be construed as abridging any independent Pole attachment rights or Conduit or Duct access rights which CLEC may have under the provisions of any applicable federal or state laws or regulations governing access to **AT&T-22STATE**'s Poles, Conduits and Ducts, to the extent the same are not inconsistent with the Act. Each License issued hereunder shall be for an indefinite term, subject to CLEC's compliance with the provisions applicable to such License and further subject to CLEC's right to terminate such License at any time for any reason upon at least thirty (30) calendar days prior written Notice.

10.2 Multiple Applications:

10.2.1 CLEC acknowledges the following:

10.2.1.1 That multiple parties including **AT&T-22STATE** may seek to place their Facilities in **AT&T-22STATE**'s Conduit and Ducts or make attachments to Poles at or about the same time.

10.2.1.2 That the Make-Ready Work required to prepare **AT&T-22STATE**'s Facilities to accommodate multiple applicants may differ from the Make-Ready Work required to accommodate a single applicant.

10.2.1.3 That issues relating to the proper apportionment of Costs arise in multi-applicant situations that do not arise in single applicant situations.

10.2.1.4 That cooperation and negotiations between all applicants and **AT&T-22STATE** may be necessary to resolve disputes involving multiple Applications for permission to place Facilities in/on the same Pole, Conduit, Duct, or ROW.

10.2.2 All Applications will be processed on a first-come, first-served basis.

10.3 Agreement to Pay for All Make-Ready Work Completed:

10.3.1 CLEC's submission of written authorization for Make-Ready Work shall also constitute CLEC's agreement to pay additional Cost-based charges, if any, for completed Make-Ready Work.

10.4 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities:

10.4.1 CLEC shall make arrangements with the owners of other Facilities located in or connected to **AT&T-22STATE**'s Conduit System or attached to **AT&T-22STATE**'s Poles, Anchors or Anchor/Guy Strands regarding reimbursement for any expenses incurred by them in transferring or rearranging their Facilities to accommodate the placement or attachment of CLEC's Facilities in or to **AT&T-22STATE**'s structures.

10.5 License:

10.5.1 When CLEC's Application for a Pole attachment or Conduit Occupancy License is approved, and all required Make-Ready Work completed, **AT&T-22STATE** will execute and return a signed authorization to CLEC, as appropriate, authorizing CLEC to attach or place the specified Facilities on **AT&T-22STATE**'s Poles or in **AT&T-22STATE**'s Conduit or Ducts.

10.5.2 Each License issued under this Section shall authorize CLEC to attach to **AT&T-22STATE**'s Poles or place

or maintain in **AT&T-22STATE**'s Conduit or Ducts only those Facilities specifically described in the License, and no others.

- 10.5.3 Except as expressly stated to the contrary in individual Licenses issued hereunder, each License issued pursuant to this Section shall incorporate all terms and conditions of this Section whether or not such terms or conditions are expressly incorporated by reference on the face of the License itself.

11.0 Construction of CLEC's Facilities

11.1 Construction Schedule:

- 11.1.1 CLEC shall submit with CLEC's License Application a proposed or estimated construction schedule. Promptly after the issuance of a License permitting CLEC to attach Facilities to **AT&T-22STATE**'s Poles or place Facilities in **AT&T-22STATE**'s Conduit or Ducts, CLEC shall provide **AT&T-22STATE** with an updated construction schedule and shall thereafter keep **AT&T-22STATE** informed of significant anticipated changes in the construction schedule.

- 11.1.2 Construction schedules required by this Section shall include, at a minimum, the following information:

- 11.1.2.1 The name, title, business address, and business telephone number of the manager responsible for construction of the Facilities;
- 11.1.2.2 The names of each contractor and subcontractor which will be involved in the construction activities;
- 11.1.2.3 The estimated dates when construction will begin and end; and
- 11.1.2.4 The approximate dates when CLEC or persons acting on CLEC's behalf will be performing construction work in connection with the placement of CLEC's Facilities in **AT&T-22STATE**'s Conduit or Ducts.

11.2 Additional Pre- construction Procedures for Facilities Placed in Conduit System:

- 11.2.1 The following procedures shall apply before CLEC places Facilities in **AT&T-22STATE**'s Conduit System:

- 11.2.1.1 CLEC shall give written notice of the type of Facilities which are to be placed; and
- 11.2.1.2 **AT&T-22STATE** shall designate the particular Duct or Ducts or inner Ducts (if Available) to be occupied by CLEC's Facilities, the location and manner in which CLEC's Facilities will enter and exit **AT&T-22STATE**'s Conduit System, and the specific location and manner of installation of any associated equipment which is permitted by **AT&T-22STATE** to occupy the Conduit System. CLEC may not occupy a Duct other than the specified Duct without the express written consent of **AT&T-22STATE**. **AT&T-22STATE** shall provide to CLEC space in Manholes for racking and storage of up to fifty (50) feet of cable, provided space is available.

11.3 Responsibility for Constructing or Placing Facilities:

- 11.3.1 **AT&T-22STATE** shall have no obligation to construct any Facilities for CLEC or to attach CLEC's Facilities to, or place CLEC's Facilities in, **AT&T-22STATE**'s Poles or Conduit System, except as may be necessary to facilitate the interconnection of unbundled network elements or except to the extent expressly provided in this Section, any License issued hereunder, or by the Telecommunications Act or any other applicable law.

11.4 CLEC Responsible for Constructing, Attaching and Placing Facilities:

- 11.4.1 Except where otherwise mutually agreed by CLEC and **AT&T-22STATE**, CLEC shall be responsible for

constructing its own Facilities and attaching those Facilities to, or placing them in **AT&T-22STATE**'s Poles, Conduit or Ducts at CLEC's sole Cost and expense. CLEC shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the construction and placement of CLEC's Facilities and for directing the activities of all persons acting on CLEC's behalf while they are physically present on **AT&T-22STATE**'s Pole, in any part of **AT&T-22STATE**'s Conduit System or in the vicinity of **AT&T-22STATE**'s Poles or Conduit System.

11.5 Compliance with Applicable Standards, Health and Safety Requirements, and Other Legal Requirements:

- 11.5.1 CLEC shall construct its Facilities in accordance with the provisions of this section and all Licenses issued hereunder.
- 11.5.2 CLEC shall construct, attach and place its Facilities in compliance with all Requirements and Specifications set forth above in this Appendix.
- 11.5.3 CLEC shall satisfy all Legal Requirements set forth above in the Appendix.
- 11.5.4 CLEC shall not permit any person acting on CLEC's behalf to perform any work on **AT&T-22STATE**'s Poles or within **AT&T-22STATE**'s Conduit System without first verifying, to the extent practicable, on each date when such work is to be performed, that the condition of the Pole or Conduit System is suitable for the work to be performed. If CLEC or any person working on CLEC's behalf determines that the condition of the Pole or Conduit System is not suitable for the work to be performed, CLEC shall notify **AT&T-22STATE** of the condition of the Pole or Conduit System in question and shall not proceed with construction activities until CLEC is satisfied that the work can be safely performed.

11.6 Construction Notices:

- 11.6.1 If requested to do so, CLEC shall provide **AT&T-22STATE** with information to reasonably assure **AT&T-22STATE** that construction has been performed in accordance with all applicable standards and requirements.

11.7 Points for Attachment:

- 11.7.1 **AT&T-22STATE** shall specify the point of attachment of each Pole or Anchor to be occupied by CLEC's Facilities, and such CLEC's Facilities shall be attached above **AT&T-22STATE**'s Facilities. When the Facilities of more than one applicant are involved, **AT&T-22STATE** will attempt, to the extent practicable, to designate the same relative position on each Pole or Anchor for each applicant's Facilities.

11.8 CLEC power supply units shall be located in accordance with the National Electrical Safety Code and the Telcordia Blue Book, Manual of Constructions Procedures as referenced in Section 4.0 above.

11.9 **AT&T-22STATE** will evaluate and approve in its sole discretion, on an individual case basis, the location of certain pole mounted equipment, such as cabinets, amplifiers and wireless equipment including but not limited to antennas. The approval and location of such attachments are dependent upon factors including but not limited to climbing space requirements and the types of existing attachments.

11.10 CLEC shall hold **AT&T-22STATE** harmless and indemnify **AT&T-22STATE** for damages to itself or Third Parties in accordance with the General Terms and Conditions of this Agreement, that result from the operation or maintenance of CLEC's attachments, including but not limited to power supplies, antennas, cabinets and wireless equipment.

11.11 Manhole and Conduit Break-Outs:

11.11.1 CLEC shall be permitted to add Conduit ports to **AT&T-22STATE** Manholes when existing Conduits do not provide the pathway connectivity needed by CLEC; provided the structural integrity of the Manhole is maintained, and sound engineering judgment is employed.

11.12 Completion of CLEC Construction:

11.12.1 For each CLEC Attachment to or occupancy within **AT&T-22STATE** Facilities, CLEC will provide to **AT&T-22STATE**'s single-point of contact (within twenty (20) calendar days of CLEC construction-complete date) a complete set of actual placement drawings for posting to **AT&T-22STATE** records.

12.0 Use and Routine Maintenance of CLEC's Facilities

12.1 Use of CLEC's Facilities:

12.1.1 Each License granted under this Section authorizes CLEC to have access to CLEC's Facilities on or in **AT&T-22STATE**'s Poles, Conduits and Ducts as needed for the purpose of serving CLEC's End Users, including, but not limited to, powering electronics, monitoring Facilities, or transporting signaling.

12.2 Routine Maintenance of CLEC's Facilities:

12.2.1 Each License granted under this section authorizes CLEC to engage in routine maintenance of CLEC's Facilities located on or in **AT&T-22STATE**'s Poles, Conduits, Ducts and ROW pursuant to such License. CLEC shall give reasonable written notice to the affected public authority or private landowner as appropriate before commencing the construction or installation of its attachments or making any material alterations thereto. CLEC shall give reasonable Notice to **AT&T-22STATE** before performing any work, whether or not of a routine nature, in **AT&T-22STATE**'s Conduit System.

12.3 CLEC Responsible for Maintenance of CLEC's Facilities:

12.3.1 CLEC shall maintain its Facilities in accordance with the provisions of this Section (including but not limited to all requirements set forth in this Appendix) and all Licenses issued hereunder. CLEC shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the maintenance of CLEC's Facilities and for directing the activities of all persons acting on CLEC's behalf while they are physically present on **AT&T-22STATE**'s Poles, within **AT&T-22STATE**'s Conduit System or in the immediate vicinity of such Poles or Conduit System.

12.4 **AT&T-22STATE** Is Not Responsible for Maintaining CLEC's Facilities:

12.4.1 **AT&T-22STATE** shall have no obligation to maintain any Facilities which CLEC has attached or connected to, or placed in, **AT&T-22STATE**'s Poles, Conduits, Ducts or any portion of **AT&T-22STATE**'s Conduit System, except to the extent expressly provided by the provisions of this section or any License issued hereunder, or by the Act or other applicable laws, rules or regulations.

12.5 Information Concerning the Maintenance of CLEC's Facilities:

12.5.1 Promptly after the issuance of a License permitting CLEC to attach Facilities to, or place Facilities in **AT&T-22STATE**'s Poles, Conduits or Ducts, CLEC shall provide **AT&T-22STATE** with the name, title, business address, and business telephone number of the manager responsible for routine maintenance of CLEC's Facilities, and shall thereafter notify **AT&T-22STATE** of changes to such information. The manager responsible for routine maintenance of CLEC's Facilities shall, on **AT&T-22STATE**'s request, identify any contractor, subcontractor, or other person performing maintenance activities on CLEC's behalf at a specified site and shall, on **AT&T-22STATE**'s request, provide such additional documentation relating to the

maintenance of CLEC's Facilities as reasonably necessary to demonstrate that CLEC and all persons acting on CLEC's behalf are complying with the requirements of this section and Licenses issued hereunder.

12.6 Identification of Personnel Authorized to Have Access to CLEC's Facilities:

- 12.6.1 All personnel authorized to have access to CLEC's Facilities shall, while working on **AT&T-22STATE**'s Poles, in its Conduit System or Ducts or in the vicinity of such Poles, Ducts or Conduit Systems, carry with them suitable identification and shall, upon the request of any **AT&T-22STATE** employee, produce such identification.

13.0 Modification and Replacement of CLEC's Facilities

13.1 Notification of Planned Modification or Replacement of Facilities:

- 13.1.1 CLEC shall, when practicable, notify **AT&T-22STATE** in writing at least sixty (60) calendar days before adding to, relocating, replacing or otherwise modifying its Facilities attached to a **AT&T-22STATE** Pole, Anchor or Anchor/Guy Strand or located in any **AT&T-22STATE** Conduit or Duct. The Notice shall contain sufficient information to enable **AT&T-22STATE** to determine whether the proposed addition, relocation, replacement, or modification is permitted under CLEC's present License or requires a new or amended License.

13.2 New or Amended License Required:

- 13.2.1 A new or amended License will be required if the proposed addition, relocation, replacement, or modification:
- 13.2.1.1 Requires that CLEC use additional space on **AT&T-22STATE**'s Poles or in its Conduits or Ducts (including but not limited to any additional Ducts, inner Ducts, or substantial space in any Handhole or Manhole) on either a temporary or permanent basis; or
 - 13.2.1.2 Results in the size or location of CLEC's Facilities on **AT&T-22STATE**'s Poles or in its Conduit or Ducts being appreciably different from those described and authorized in CLEC's present License (e.g. different Duct or size increase causing a need to re-calculate storm loadings, guying, or Pole class).

14.0 Rearrangement of Facilities at the Request of Another

14.1 Make-Ready Work:

- 14.1.1 If it is determined that Make-Ready Work will be necessary to accommodate Attaching Party's Facilities, Attaching Party shall have forty-five (45) calendar days (the "acceptance period") to either:
- 14.1.1.1 submit payment for the estimate authorizing **AT&T-22STATE** or its contractor to complete the Make-Ready Work; or
 - 14.1.1.2 advise **AT&T-22STATE** of its willingness to perform the proposed Make-Ready Work itself if permissible in the application area.
- 14.1.2 Make-Ready Work performed by Attaching Party, or by an Authorized Contractor selected by Attaching Party, shall be performed in accordance with **AT&T-22STATE**'s specifications and in accordance with the same standards and practices which would be followed if such work were being performed by **AT&T-22STATE** or **AT&T-22STATE**'s contractors. Neither Attaching Party nor Authorized Contractors selected by Attaching Party shall conduct such work in any manner which degrades the integrity of **AT&T-22STATE**'s Structures or interferes with any existing use of **AT&T-22STATE**'s Facilities or the Facilities of any other

user.

14.1.3 **AT&T-22STATE** shall determine, in the exercise of sound engineering judgment, whether or not Make-Ready Work is necessary or possible. In determining whether Make-Ready Work is necessary or what Make-Ready Work is necessary, **AT&T-22STATE** shall endeavor to minimize its Costs to CLEC. If it is determined that such Make-Ready Work is required, **AT&T-22STATE** shall provide CLEC with the estimated Costs for Make-Ready Work and a Make Ready-Work Due Date.

14.1.4 CLEC shall be solely responsible for negotiating with persons or entities other than **AT&T-22STATE** for the rearrangement of such persons' or entities' Facilities or structures and, except where such rearrangement is for the benefit of **AT&T-22STATE** and/or other CLECs as well as CLEC, shall be solely responsible for paying all charges attributable to the rearrangement of such Facilities; provided, however, that if Facilities rearrangements require new Licenses from **AT&T-22STATE**, **AT&T-22STATE** shall issue such Licenses in conjunction with the issuance of the applied-for License to CLEC.

14.2 Rearrangement of CLEC's Facilities at **AT&T-22STATE**'s Request:

14.2.1 CLEC acknowledges that, from time to time, it may be necessary or desirable for **AT&T-22STATE** to change out Poles, relocate, reconstruct, or modify portions of its Conduit System or rearrange Facilities contained therein or connected thereto and that such changes may be necessitated by **AT&T-22STATE**'s business needs or authorized Application of another entity seeking access to **AT&T-22STATE**'s Poles or Conduit Systems. CLEC agrees that CLEC will, upon **AT&T-22STATE**'s request, and at **AT&T-22STATE**'s expense, but at no Cost to CLEC, participate with **AT&T-22STATE** (and other CLECs) in the relocation, reconstruction, or modification of **AT&T-22STATE**'s Conduit System or Facilities rearrangement. CLEC acknowledges that, from time to time, it may be necessary or desirable for **AT&T-22STATE** to change out Poles, relocate, reconstruct, or modify portions of its Conduit System or rearrange Facilities contained therein or connected thereto as a result of an order by a municipality or other governmental authority. CLEC shall, upon **AT&T-22STATE**'s request, participate with **AT&T-22STATE** (and other CLECs) in the relocation, reconstruction, or modification of **AT&T-22STATE**'s Conduit System or Facilities rearrangement and pay its proportionate share of any costs of such relocation, reconstruction, or modification that are not reimbursed by such municipality or governmental authority.

14.2.2 CLEC shall make all rearrangements of its Facilities within such period of time as is jointly deemed reasonable by the parties based on the amount of rearrangements necessary and a desire to minimize chances for service interruption or Facility-based service denial to a CLEC End User.

14.2.3 If CLEC fails to make the required rearrangements within the time prescribed or within such extended periods of time as may be granted by **AT&T-22STATE** in writing, **AT&T-22STATE** may perform such rearrangements with written Notice to CLEC, and CLEC shall reimburse **AT&T-22STATE** for actual costs and expenses incurred by **AT&T-22STATE** in connection with the rearrangement of CLEC's Facilities; provided, however, that nothing contained in this Section or any License issued hereunder shall be construed as requiring CLEC to bear any expenses which, under the Act or other applicable federal or state laws or regulations, are to be allocated to persons or entities other than CLEC; and provided further, however, that CLEC shall have no responsibility for rearrangement costs and expenses relating to rearrangements performed for the purpose of meeting **AT&T-22STATE**'s business needs.

15.0 **Emergency Repairs and Pole Replacements**

15.1 Responsibility for Emergency Repairs; Access to Maintenance Duct:

15.1.1 In general, each Party shall be responsible for making emergency repairs to its own Facilities and for

formulating appropriate plans and practices enabling such Party to make such repairs.

- 15.1.2 Nothing contained in this Appendix shall be construed as requiring either Party to perform any repair or service restoration work of any kind with respect to the other Party's Facilities or the Facilities of joint users.
 - 15.1.3 Maintenance Ducts shall be available, on a nondiscriminatory basis, for emergency repair activities by any entity with Facilities in the Conduit section in which the maintenance Duct is located; provided, however, that an entity using the maintenance Duct for emergency repair activities will notify **AT&T-22STATE** within twelve (12) hours of the current Business Day (or first Business Day following a non-business day) that such entity is entering the **AT&T-22STATE** Conduit system and using the maintenance Duct for emergency restoral purposes. The notice will include a description of the emergency and non-emergency services involved and an estimate of the completion time. Maintenance Ducts will be used to restore the highest priority services, first. Existing spare Ducts may be used for restoration purposes providing the spare Ducts are restored after restoration work is complete. Any spare Ducts not returned will be included to be assigned to the user of the Duct and an occupancy permit issued.
 - 15.1.4 The Attaching Party shall either vacate the maintenance Duct within thirty (30) calendar days or, with **AT&T-22STATE**'s consent, rearrange its Facilities to ensure that at least one full-sized replacement maintenance Duct (or, if the designated maintenance Duct was an inner-Duct, a suitable replacement inner-Duct) is available for use by all occupants in the Conduit section within thirty (30) calendar days after such Attaching Party occupies the maintenance Ducts. If Attaching Party fails to vacate the maintenance Duct as described above, **AT&T-22STATE** may install a maintenance conduit at the Attaching Party's expense.
- 15.2 Designation of Emergency Repair Coordinators and Other Information:
- 15.2.1 For each **AT&T-22STATE** construction district, Attaching Party shall provide **AT&T-22STATE** with the emergency contact number of Attaching Party's designated point of contact for coordinating the handling of emergency repairs of Attaching Party's Facilities and shall thereafter notify **AT&T-22STATE** of changes to such information.
- 15.3 Order of Precedence of Work Operations; Access to Maintenance Duct and Other Unoccupied Ducts in Emergency Situations:
- 15.3.1 When notice and coordination are practicable, **AT&T-22STATE**, Attaching Party, and other affected parties shall coordinate repair and other work operations in emergency situations involving service disruptions. Disputes will be immediately resolved at the site by the affected parties present in accordance with the following principles.
 - 15.3.2 Emergency service restoration work requirements shall take precedence over other work operations.
 - 15.3.3 Except as otherwise agreed upon by the parties, restoration of lines for emergency services providers (e.g., 911, fire, police, national security and hospital lines) shall be given the highest priority and temporary occupancy of the maintenance Duct (and, if necessary, other unoccupied Ducts) shall be assigned in a manner consistent with this priority. Secondary priority shall be given to restoring services to the local service providers with the greatest numbers of local lines out of service due to the emergency being rectified. The parties shall exercise good faith in assigning priorities, shall base their decisions on the best information then available to them at the site in question, and may, by mutual agreement at the site, take other factors into consideration in assigning priorities and sequencing service restoration activities.
 - 15.3.4 **AT&T-22STATE** shall determine the order of precedence of work operations and assignment of Duct space in the maintenance Duct (and other unoccupied Ducts) only if the affected parties present are unable to reach consensus provided, however, that these decisions shall be made by **AT&T-22STATE** on a

nondiscriminatory basis in accordance with the principles set forth in this section.

15.4 Emergency Pole Replacements

- 15.4.1 When emergency pole replacements are required, **AT&T-22STATE** shall promptly make a good faith effort to contact Attaching Party to notify Attaching Party of the emergency and to determine whether Attaching Party will respond to the emergency in a timely manner.
- 15.4.2 If notified by **AT&T-22STATE** that an emergency exists which will require the replacement of a pole, Attaching Party shall transfer its Facilities immediately, provided such transfer is necessary to rectify the emergency. If the transfer is to an **AT&T-22STATE** replacement pole, the transfer shall be in accordance with **AT&T-22STATE**'s placement instructions.
- 15.4.3 If Attaching Party is unable to respond to the emergency situation immediately, Attaching Party shall so advise **AT&T-22STATE** and thereby authorize **AT&T-22STATE** (or any Other User sharing the pole with **AT&T-22STATE**) to perform such emergency-necessitated transfers (and associated Facilities rearrangements) on Attaching Party's behalf at the Attaching Party's expense.

15.5 Expenses Associated with Emergency Repairs:

- 15.5.1 Each Party shall bear all reasonable expenses arising out of or in connection with emergency repairs of its own Facilities and transfers or rearrangements of such Facilities associated with emergency pole replacements made in accordance with the provisions of this article.
- 15.5.2 Each Party shall be solely responsible for paying all persons and entities that provide materials, labor, access to real or personal property, or other goods or services in connection with any such repair, transfer, or rearrangement of such Party's Facilities.
- 15.5.3 Attaching Party shall reimburse **AT&T-22STATE** for the Costs incurred by **AT&T-22STATE** for work performed by **AT&T-22STATE** on Attaching Party's behalf in accordance with the provisions of this article.

16.0 **Inspection by AT&T-22STATE of CLEC's Facilities**

- 16.1 **AT&T-22STATE** may monitor, at CLEC's expense, the entrance and exit of CLEC's Facilities into **AT&T-22STATE**'s Manholes and the placement of CLEC's Facilities in **AT&T-22STATE**'s Manholes.

16.2 Post-Construction Inspections:

- 16.2.1 **AT&T-22STATE** will, at the Attaching Party's expense, conduct a post-construction inspection of the Attaching Party's attachment of Facilities to **AT&T-22STATE**'s Structures for the purpose of determining the conformance of the attachments to the occupancy permit. **AT&T-22STATE** will provide the Attaching Party advance written Notice of proposed date and time of the post-construction inspection. The Attaching Party may accompany **AT&T-22STATE** on the post-construction inspection.

16.3 Periodic or Spot Inspections:

- 16.3.1 **AT&T-22STATE** shall have the right, but not the obligation, to make Periodic or Spot Inspections of all Facilities attached to **AT&T-22STATE**'s Structure. Periodic Inspections will not be made more often than once every two (2) years, unless in **AT&T-22STATE**'s judgment, such inspections are required for reasons involving safety or because of an alleged violation of the terms of this Appendix.
- 16.3.2 **AT&T-22STATE** will give CLEC advance written Notice of such inspections, and CLEC shall have the right to have a representative attend such inspections, except in those instances where safety considerations justify the need for such inspection without the delay of waiting until written Notice has been forwarded to

CLEC.

- 16.3.3 Such inspections shall be conducted at **AT&T-22STATE**'s expense; provided, however, that CLEC shall bear the Costs of inspections as delineated in Sections 16.1 above and 16.2.1 above.
- 16.3.4 If Attaching Party's Facilities are in compliance with this Appendix, there will be no charges incurred by the Attaching Party for the periodic or spot inspection. If Attaching Party's Facilities are not in compliance with this Appendix, **AT&T-22STATE** may charge Attaching Party for the inspection. The Costs of Periodic Inspections will be paid by those Attaching Parties with 2% or greater of their Attachments in violation. The amount paid by the Attaching Party shall be the percentage that their violations bear to the total violations of all Attaching Parties found during the inspection.
- 16.3.5 If the inspection reflects that Attaching Party's Facilities are not in compliance with the terms of this Appendix, Attaching Party shall bring its Facilities into compliance within thirty (30) calendar days after being notified of such noncompliance. If any make ready or modification work to **AT&T-22STATE**'s Structures is required to bring Attaching Party's Facilities into compliance, the Attaching Party shall provide Notice to **AT&T-22STATE** and the make ready work or modification will be treated in the same fashion as make ready work or modifications for a new request for attachment. If the violation creates a hazardous condition, Facilities must be brought into compliance upon notification.
- 16.4 Neither the act of inspection by **AT&T-22STATE** of CLEC's Facilities nor any failure to inspect such Facilities shall operate to impose on **AT&T-22STATE** any liability of any kind whatsoever or to relieve CLEC of any responsibility, obligations or liability under this Section or otherwise existing.
- 16.5 Notice of Noncompliance:
 - 16.5.1 If, at any time, **AT&T-22STATE** determines that Attaching Party's Facilities or any part thereof have not been placed or maintained or are not being used in accordance with the requirements of this Appendix, **AT&T-22STATE** may send written Notice to Attaching Party specifying the alleged noncompliance. Attaching Party agrees to acknowledge receipt of the Notice as soon as practicable. If Attaching Party does not dispute **AT&T-22STATE**'s assertion that such Facilities are not in compliance, Attaching Party agrees to provide **AT&T-22STATE** with a schedule for bringing such Facilities into compliance, to bring the Facilities into compliance within a reasonable time, and to notify **AT&T-22STATE** in writing when the Facilities have been brought into compliance.
- 16.6 Disputes over Alleged Noncompliance:
 - 16.6.1 If Attaching Party disputes **AT&T-22STATE**'s assertion that Attaching Party's Facilities are not in compliance, Attaching Party shall notify **AT&T-22STATE** in writing of the basis for Attaching Party's assertion that its Facilities are in compliance.
- 16.7 Failure to Bring Facilities into Compliance:
 - 16.7.1 If Attaching Party has not brought the Facilities into compliance within a reasonable time or provided **AT&T-22STATE** with proof sufficient to persuade **AT&T-22STATE** that **AT&T-22STATE** erred in asserting that the Facilities were not in compliance, and if **AT&T-22STATE** determines in good faith that the alleged noncompliance causes or is likely to cause material damage to **AT&T-22STATE**'s Facilities or those of other users, **AT&T-22STATE** may, at its option and Attaching Party's expense, take such non-service affecting steps as may be required to bring Attaching Party's Facilities into compliance, including but not limited to correcting any conditions which do not meet the specifications of this Appendix.
- 16.8 Correction of Conditions by **AT&T-22STATE**:

- 16.8.1 If **AT&T-22STATE** elects to bring Attaching Party's Facilities into compliance, the provisions of this section shall apply.
- 16.8.2 **AT&T-22STATE** will, whenever practicable, notify CLEC in writing before performing such work. The written Notice shall describe the nature of the work to be performed and **AT&T-22STATE**'s schedule for performing the work.
- 16.8.3 If Attaching Party's Facilities have become detached or partially detached from supporting racks or wall supports located within an **AT&T-22STATE** Manhole, **AT&T-22STATE** may, at Attaching Party's expense, reattach them but shall not be obligated to do so. If **AT&T-22STATE** does not reattach Attaching Party's Facilities, **AT&T-22STATE** shall endeavor to arrange with Attaching Party for the reattachment of any Facilities affected.
- 16.8.4 **AT&T-22STATE** shall, as soon as practicable after performing the work, advise Attaching Party in writing of the work performed or action taken. Upon receiving such Notice, Attaching Party shall inspect the Facilities and take such steps as Attaching Party may deem necessary to insure that the Facilities meet Attaching Party's performance requirements.
- 16.8.5 Attaching Party to Bear Expenses:
- 16.8.5.1 Attaching Party shall bear all expenses arising out of or in connection with any work performed to bring Attaching Party's Facilities into compliance with this Section; provided, however that nothing contained in this Section or any License issued hereunder shall be construed as requiring Attaching Party to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than Attaching Party.

17.0 Notice of Noncompliance

17.1 Disputes over Alleged Noncompliance:

- 17.1.1 If CLEC disputes **AT&T-22STATE**'s assertion that CLEC's Facilities are not in compliance, CLEC shall notify **AT&T-22STATE** in writing of the basis for CLEC's assertion that its Facilities are in compliance.

18.0 Unauthorized Occupancy or Utilization of AT&T-22STATE's Facilities

18.1 Tagging of Facilities and Unauthorized Attachments:

18.1.1 Facilities to Be Marked:

- 18.1.1.1 Attaching Party shall tag or otherwise mark all of Attaching Party's Facilities placed on or in **AT&T-22STATE**'s Structure in a manner sufficient to identify the Facilities as those belonging to the Attaching Party.

18.1.2 Removal of Untagged Facilities:

- 18.1.2.1 **AT&T-22STATE** may, without notice to any person or entity, remove from **AT&T-22STATE**'s poles or any part of **AT&T-22STATE**'s Conduit System the Attaching Party's Facilities, if **AT&T-22STATE** determines that such Facilities are not the subject of a current occupancy permit and are not otherwise lawfully present on **AT&T-22STATE**'s poles or in **AT&T-22STATE**'s Conduit System.

18.2 Notice to Attaching Party:

- 18.2.1 If any of Attaching Party's Facilities for which no occupancy permit is presently in effect are found attached

to AT&T-22STATE's Poles or Anchors or within any part of AT&T-22STATE's Conduit System, AT&T-22STATE, without prejudice to other rights or remedies available to AT&T-22STATE under this Appendix, and without prejudice to any rights or remedies which may exist independent of this Appendix, shall send a written Notice to Attaching Party advising Attaching Party that no occupancy permit is presently in effect with respect to the Facilities. Within thirty (30) calendar days after receiving a Notice, Attaching Party shall acknowledge receipt of the Notice by submitting to AT&T-22STATE, in writing, an Application for a new or amended Occupancy permit with respect to such Facilities.

18.3 Approval of Request and Retroactive Charges:

18.3.1 If AT&T-22STATE approves Attaching Party's Application for a new or amended Occupancy permit, Attaching Party shall be liable to AT&T-22STATE for all fees and charges associated with the unauthorized attachments as specified in the Pricing Schedule to this Agreement. The issuance of a new or amended occupancy permit as provided by this article shall not operate retroactively or constitute a waiver by AT&T-22STATE of any of its rights or privileges under this Appendix or otherwise.

18.3.2 Attachment and Occupancy fees and charges shall continue to accrue until the unauthorized Facilities are removed from AT&T-22STATE's Poles, Conduit System or ROW or until a new or amended Occupancy permit is issued and shall include, but not be limited to, all fees and charges which would have been due and payable if Attaching Party and its predecessors had continuously complied with all applicable AT&T-22STATE licensing requirements. Such fees and charges shall be due and payable thirty (30) calendar days after the date of the bill or invoice stating such fees and charges. In addition, the Attaching Party shall be liable for an unauthorized Attachment and/or Occupancy fee as specified in the Pricing Schedule to this Agreement. Payment of such fees shall be deemed liquidated damages and not a penalty. In addition, Attaching Party shall rearrange or remove its unauthorized Facilities at AT&T-22STATE's request to comply with applicable placement standards, shall remove its Facilities from any space occupied by or assigned to AT&T-22STATE or another Other User, and shall pay AT&T-22STATE for all Costs incurred by AT&T-22STATE in connection with any rearrangements, modifications, or replacements necessitated as a result of the presence of Attaching Party's unauthorized Facilities.

18.4 Removal of Unauthorized Attachments:

18.4.1 If Attaching Party does not obtain a new or amended occupancy permit with respect to unauthorized Facilities within the specified period of time, AT&T-22STATE shall by written Notice advise Attaching Party to remove its unauthorized Facilities not less than thirty (30) calendar days from the date of Notice and Attaching Party shall remove the Facilities within the time specified in the Notice. If the Facilities have not been removed within the time specified in the Notice, AT&T-22STATE may, at AT&T-22STATE's option, remove Attaching Party's Facilities at Attaching Party's expense.

18.5 No Ratification of Unpermitted Attachments or Unauthorized Use of AT&T-22STATE's Facilities:

18.5.1 No act or failure to act by AT&T-22STATE with regard to any unauthorized Attachment or Occupancy or unauthorized use of AT&T-22STATE's Structure shall be deemed to constitute a ratification by AT&T-22STATE of the unauthorized Attachment or Occupancy or use, nor shall the payment by Attaching Party of fees and charges for unauthorized Pole attachments or Conduit Occupancy exonerate Attaching Party from liability for any trespass or other illegal or wrongful conduct in connection with the placement or use of such unauthorized Facilities.

18.5.2 Nothing contained in the Appendix or any License issued hereunder shall be construed as requiring CLEC to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than CLEC.

18.6 Prompt Payment of Applicable Fees and Charges:

18.6.1 Fees and charges for Pole Attachments and Conduit System Occupancies, as specified herein and as modified from time to time, shall be due and payable immediately whether or not CLEC is permitted to continue the Pole Attachment or Conduit Occupancy. See the Pricing Schedule for applicable annual rental fees.

18.7 No Implied Waiver or Ratification of Unauthorized Use:

18.7.1 No act or failure to act by **AT&T-22STATE** with regard to said unlicensed use shall be deemed as a ratification of the unlicensed use; and if any License should be subsequently issued, said License shall not operate retroactively or constitute a waiver by **AT&T-22STATE** of any of its rights or privileges under this Appendix or otherwise; provided, however, that CLEC shall be subject to all liabilities, obligations and responsibilities of this Appendix in regard to said unauthorized use from its inception.

19.0 Removal of CLEC's Facilities

19.1 When Applicant no longer intends to occupy space on an **AT&T-22STATE** Pole or in a **AT&T-22STATE** Duct or Conduit, Applicant will provide written notification to **AT&T-22STATE** that it wishes to terminate the Occupancy permit with respect to such space and will remove its Facilities from the space described in the Notice. Upon removal of Applicant's Facilities, the Occupancy permit shall terminate and the space shall be available for reassignment.

19.1.1 Attaching Party shall be responsible for and shall bear all expenses arising out of or in connection with the removal of its Facilities from **AT&T-22STATE**'s Structure.

19.1.2 Except as otherwise agreed upon in writing by the Parties, Applicant must, after removing its Facilities, plug all previously occupied Ducts at the entrances to **AT&T-22STATE**'s Manholes.

19.1.3 Applicant shall be solely responsible for the removal of its own Facilities from **AT&T-22STATE**'s Structure.

19.2 At **AT&T-22STATE**'s request, Attaching Party shall remove from **AT&T-22STATE**'s Structure any of Attaching Party's Facilities which are no longer in active use. Upon request, the Attaching Party will provide proof satisfactory to **AT&T-22STATE** that an Attaching Party's Facility is in active service. Attaching Party shall not abandon any of its Facilities by leaving such Facilities on or in **AT&T-22STATE**'s Structure.

19.3 Removal Following Termination of Occupancy Permit:

19.3.1 Attaching Party shall remove its Facilities from **AT&T-22STATE**'s Poles, Ducts, Conduits, or ROW within thirty (30) calendar days after termination of the Occupancy permit.

19.4 Removal Following Replacement of Facilities:

19.4.1 Attaching Party shall remove Facilities no longer in service from **AT&T-22STATE**'s Structures within thirty (30) calendar days after the date Attaching Party replaces existing Facilities on a Pole or in a Conduit with substitute Facilities on the same Pole or in the same Conduit.

19.5 Removal to Avoid Forfeiture:

19.5.1 If the presence of Attaching Party's Facilities on or in **AT&T-22STATE**'s Structure would cause a forfeiture of the rights of **AT&T-22STATE** to occupy the property where such Structure is located, **AT&T-22STATE** will promptly notify Attaching Party in writing and Attaching Party shall not, without due cause and justification, refuse to remove its Facilities within such time as may be required to prevent such forfeiture. **AT&T-22STATE** will give Attaching Party not less than thirty (30) calendar days from the date of Notice to remove Attaching Party's Facilities unless prior removal is required to prevent the forfeiture of **AT&T-**

22STATE's rights. At Attaching Party's request, the Parties will engage in good faith negotiations with each other, with Other Users, and with Third Party property owners and cooperatively take such other steps as may be necessary to avoid the unnecessary removal of Attaching Party's Facilities.

19.6 Removal of Facilities by AT&T-22STATE; Notice of Intent to Remove:

19.6.1 If Attaching Party fails to remove its Facilities from AT&T-22STATE's Structure in accordance with the provisions of Sections 19.1-19.5 of this Appendix, AT&T-22STATE may remove such Facilities and store them at Attaching Party's expense in a public warehouse or elsewhere without being deemed guilty of trespass or conversion and without becoming liable to Attaching Party for any injury, loss, or damage resulting from such actions. AT&T-22STATE shall give Attaching Party not less than thirty (30) calendar days prior written Notice of its intent to remove Attaching Party's Facilities pursuant to this Section.

19.7 Removal of Facilities by AT&T-22STATE:

19.7.1 If AT&T-22STATE removes any of Attaching Party's Facilities pursuant to this article, Attaching Party shall reimburse AT&T-22STATE for AT&T-22STATE's Costs in connection with the removal, storage, delivery, or other disposition of the removed Facilities.

20.0 Rates, Fees, Charges and Billing

20.1 Rates, Charges and Fees Subject to Applicable Laws, Regulations, Rules, and Commission Orders:

20.1.1 All rates, charges and fees outlined in this Appendix will be set forth in the Pricing Schedule. All rates, charges and fees shall be subject to all applicable federal and state laws, rules, regulations, and Commission orders.

20.2 Changes to Rates, Charges and Fees:

20.2.1 Subject to applicable federal and state laws, rules, regulations and orders, AT&T-22STATE shall have the right to change the rates, charges and fees outlined in this Appendix. AT&T-22STATE will provide the Attaching Party sixty (60) calendar days written Notice, advising the Attaching Party of the specific changes being made and the effective date of the change. If the changes outlined in the Notice are not acceptable to the Attaching Party, Attaching Party may either (1) seek renegotiation of this Appendix, (2) terminate this Appendix, or (3) seek relief through the Dispute Resolution Process in the General Terms and Conditions of this Agreement.

20.3 Notice of Rate and Computation of Charges:

20.3.1 On or about November 1 of each year, AT&T-22STATE will notify CLEC by certified mail, return receipt requested, of the rental rate and Pole transfer rate to be applied in the subsequent calendar year. The letter of notification shall be incorporated in, and governed by, the terms and conditions of this Appendix. Attachment and Occupancy rates shall be applied to the number of Pole(s) and Duct feet of Conduit for which Licenses have been issued before December 1 of each calendar year. Charges for Attachment(s) and Occupancy which commenced during the preceding twelve (12) month period will be prorated accordingly.

20.4 Rate "True-Up":

20.4.1 The Parties agree that the fees reflected as interim herein shall be "trued-up" (up or down) based on final fees either determined by further agreement or by an effective order, in a proceeding involving AT&T-22STATE before the Commission, in the state which CLEC has either attached to or occupied AT&T-22STATE structures (ROW, Conduits, Ducts, and/or Poles).

20.4.2 Under the “True-Up” process, the interim fees for each structure shall be multiplied by the volume of that structure either attached to or occupied by CLEC to arrive at the total interim amount paid (“Total Interim Price”). The final fees for that structure shall be multiplied by the volume of that structure either attached to or occupied by CLEC to arrive at the total final amount due (“Total Final Price”). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, CLEC shall pay the difference to **AT&T-22STATE**. If the Total Final Price is less than the Total Interim Price, **AT&T-22STATE** shall pay the difference to CLEC.

20.4.3 Each Party shall keep its own records upon which a “True-Up” can be based and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such “True-Up,” the Parties agree to follow the Dispute Resolution Process in the General Terms & Conditions to this Agreement.

21.0 Advance Payment

21.1 Attachment and Occupancy Fees:

21.2 Fees for Pole Attachment and Conduit Occupancy shall be based on the Facilities for which Licenses have been issued as of the date of billing by **AT&T-22STATE** and shall be computed as set forth herein.

21.2.1 Charges associated with newly Licensed Attachments or Occupancies and other Attachments or Occupancies of less than the entire annual billing period shall be prorated.

21.2.2 Charges shall be prorated retroactively in the event of the removal of CLEC's Facilities.

21.2.3 The amount of any advance payment required shall be due within sixty (60) calendar days after receipt of an invoice from **AT&T-22STATE**.

22.0 Indemnification

22.1 In addition to the Indemnification clauses in the General Terms & Conditions to this Agreement, the following shall apply to this Attachment:

22.1.1 **AT&T-22STATE** shall exercise precaution to avoid damaging the Facilities of CLEC and shall make an immediate report to CLEC of the occurrence of any such damage caused by its employees, agents or contractors. **AT&T-22STATE** agrees to reimburse CLEC for all reasonable Costs incurred by CLEC for the physical repair of such Facilities damaged by the negligence of **AT&T-22STATE**, its employees, agents, contractors, subcontractors or invitees. However, **AT&T-22STATE** shall not be liable to CLEC for any interruption of CLEC's service or for interference with the operation of CLEC's Facilities, or for any special, indirect, or consequential damages arising in any manner, including **AT&T-22STATE**'s negligence, out of the use of Pole(s), Anchor(s), or Conduit Systems or **AT&T-22STATE**'s actions or omissions in regard thereto and CLEC shall indemnify and save harmless **AT&T-22STATE** from and against any and all claims, demands, causes of action, costs and reasonable attorneys' fees with respect to such special, indirect or consequential damages.

22.1.2 CLEC shall exercise precaution to avoid damaging the Facilities of **AT&T-22STATE** and of others attached to Pole(s), Anchor(s), or occupying a Conduit System and shall make an immediate report to the Owner of the occurrence of any such damage caused by CLEC's employees, agents or contractors. CLEC agrees to reimburse **AT&T-22STATE** for all reasonable Costs incurred by **AT&T-22STATE** for the physical repair of such Facilities damaged by the negligence of CLEC.

- 22.1.3 CLEC shall indemnify, protect and save harmless **AT&T-22STATE**, its directors, officers, employees and agents, **AT&T-22STATE**'s other CLECs, and Joint User(s) from and against any and all claims, demands, causes of action, damages and Costs, including reasonable attorney's fees through appeals incurred by **AT&T-22STATE**, **AT&T-22STATE**'s other CLECs and Joint User(s) as a result of acts by the CLEC, its employees, agents or contractors, including but not limited to the Costs of relocating Pole(s), Anchor(s), Guy(s), or Conduit System resulting from a loss of ROW or property owner consents and/or the Costs of defending those rights and/or consents.
- 22.1.4 The CLEC shall indemnify, protect and save harmless **AT&T-22STATE**, its directors, officers, employees and agents, **AT&T-22STATE**'s other CLECs, and Joint User(s) from and against any and all claims, demands, causes of actions and Costs, including reasonable attorney's fees, through appeals for damages to property and injury or death to persons, including but not limited to payments under any Worker's Compensation Law or under any plan for employee's disability and death benefits, caused by, arising from, incident to, connected with or growing out of the erection, rearrangement, maintenance, presence, use or removal of CLEC's Facilities, or by their proximity to the Facilities of all parties attached to a Pole, Anchor and/or Guy, or placed in a Conduit System, or by any act or omission of the CLEC's employees, agents or contractors in the vicinity of **AT&T-22STATE**'s Pole(s), Anchor(s), Guy(s), or Conduit System.
- 22.1.5 The CLEC shall indemnify, protect and save harmless **AT&T-22STATE**, its directors, officers, employees, and agents, **AT&T-22STATE**'s other CLECs, and Joint User(s) from any and all claims, demands, causes of action and Costs, including attorneys' fees through appeals, which arise directly or indirectly from the construction and operation of CLEC's Facilities, including but not limited to taxes, special charges by others, claims and demands for damages or loss from infringement of copyrights, for libel and slander, for unauthorized use of television or radio broadcast programs and other program material, and from and against all claims, demands and Costs, including attorney's fees through appeals for infringement of patents with respect to the construction, maintenance, use and operation of CLEC's Facilities in combination with Pole(s), Anchor(s), Conduit Systems or otherwise.
- 22.1.6 CLEC shall promptly advise **AT&T-22STATE** of all claims relating to damage of property or injury to or death of persons, arising or alleged to have arisen in any manner, directly or indirectly, by the erection, maintenance, repair, replacement, presence, use or removal of the CLEC's Facilities. CLEC shall promptly notify **AT&T-22STATE** in writing of any suits or causes of action which may involve **AT&T-22STATE** and, upon the request of **AT&T-22STATE** copies of all relevant accident reports and statements made to CLEC's insurer by CLEC or others shall be furnished promptly to **AT&T-22STATE**.

Pricing Schedule - North Carolina											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
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)							
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)			
									First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN
STRUCTURE ACCESS																
	NOTE: Urban and non-urban are defined by the Bureau of Census as follows: Urban is a city plus the closely-settled urban fringe that together have a minimum population of 50,000. Non-urban is less than 50,000. Conduit rates will apply to each passageway (innerduct). For the purpose of determining the Duct feet chargeable, the Duct considered occupied shall be measured from the center to center of adjacent Manhole(s), or from the center of a Manhole to the end of a Duct not terminated in a Manhole.															
		Poles & Ducts - Poles (\$/attachment/yr.) NON-URBAN							6.76							
		Poles & Ducts - Poles (\$/attachment/yr.) URBAN							4.48							
		Poles & Ducts - Per Foot Conduit Occupancy Fees Full Duct (\$/ft/yr.)							0.24							
		Pole Attachment Transfer Rate							41.00							
		Cable Rate							2.96							
BONA FIDE REQUEST																
		Deposit							2000.00							

INTERCONNECTION AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T NORTH
CAROLINA

AND

SKYBEST COMMUNICATIONS, INC.

Signature: eSigned - Kim Shepherd

Name: eSigned - Kim Shepherd
(Print or Type)

Title: President
(Print or Type)

Date: 09 Jan 2020

SkyBest Communications, Inc.

Signature: eSigned - William Bockelman

Name: eSigned - William Bockelman
(Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)

Date: 09 Jan 2020

BellSouth Telecommunications, LLC d/b/a AT&T
NORTH CAROLINA by AT&T Services, Inc., its
authorized agent

**AMENDMENT TO THE AGREEMENT
BETWEEN
SKYBEST COMMUNICATIONS, INC.
AND
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T NORTH CAROLINA**

This Amendment (the "Amendment") amends the Interconnection Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA ("AT&T") and SkyBest Communications, Inc. ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and CLEC are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), signed April 29, 2008 and as subsequently amended (the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to implement the FCC Orders FCC-19-66 and FCC-19-72 in WC Dkt. No. 18-141; Petition of USTelecom for Forbearance Pursuant to 47 U.S.C. § 160(c) to Accelerate Investment in Broadband and Next-Generation Networks which was filed with the FCC on May 4, 2018 ("FCC UNE and Resale Forbearance Order"); and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Amendment is composed of the foregoing recitals and the terms and conditions contained herein, all of which are hereby incorporated by this reference and constitute a part of this Amendment.
2. As of February 2, 2020, except for resale services that are grandfathered pursuant to subsection a, CLEC may no longer purchase any resale services pursuant to the rates, terms and conditions of this Agreement, including any resale Tariff referred to in this Agreement, other than the rates, terms and conditions provided for in Attachment 251(b)(1) Resale.
 - a. Resale services ordered on or before February 1, 2020 ("Resale Embedded Base"), are grandfathered until August 2, 2022, and available only:
 - i. to the same End User; and
 - ii. at that same End User's existing location;
 - iii. both as of February 2, 2020.
3. Add Attachment - 251(b)(1) Resale to the Agreement.
4. As of February 2, 2020, CLEC may no longer order 2-Wire Analog UNE Loops or 4-Wire Analog UNE Loops ("Analog Loops") pursuant to this Agreement. Any existing Analog Loops ordered on or before February 1, 2020 ("Analog Loop Embedded Base") are grandfathered until August 2, 2022. CLEC shall convert the Analog Loop Embedded Base to a commercial offering, or other comparable service, or disconnect such Analog Loop on, or before, August 1, 2022. Exhibit A to this Amendment contains Analog Loop element descriptions and USOCs that are subject to the FCC UNE and Resale Forbearance Order, however this Agreement may also contain additional and/or older element descriptions and USOCs that are also Analog Loops subject to the FCC UNE and Resale Forbearance Order.
 - a. To the extent CLEC fails to adhere to the above, at AT&T's sole discretion, AT&T may take one or more of the following actions for any remaining Analog Loops and CLEC will be responsible for all recurring and non-recurring charges:
 - i. convert to an analogous arrangement available under a separate commercial agreement executed by the Parties, or
 - ii. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or

- iii. reprice by application of a new rate (or by application of a surcharge to an existing rate), or
 - iv. disconnect.
- b. AT&T reserves the right to backbill CLEC for the difference between an Analog Loop rate and the non-UNE rate that applies under this Section 4 for any new Analog Loops inadvertently ordered on or after February 2, 2020, and any Analog Loop Embedded Base remaining as of August 1, 2022.
- c. AT&T's election to reprice the Analog Loop shall not preclude AT&T from later converting the Analog Loop to an analogous arrangement available under a separate commercial agreement or an AT&T tariff or guidebook service.
5. As of January 12, 2020, CLEC may no longer order DS1/DS3 Unbundled Dedicated Transport ("DS1/DS3 UDT"), whether stand-alone or part of a combination (e.g., Enhanced Extended Link), pursuant to this Agreement between Tier 1 wire centers and/or wire centers subject to UDT forbearance under Public Notice DA 19-733, dated August 1, 2019. Any such existing DS1/DS3 UDT ordered on or before January 11, 2020, is grandfathered until July 12, 2022 ("UDT Embedded Base").
- i. CLEC must convert any grandfathered DS1/DS3 UDT to another product/service offering on or before July 12, 2022, pursuant to the Conversion of 251(c)(3) UNE/UNE Combinations to Wholesale Services provisions of this Agreement or other similar provision.
 - ii. If CLEC fails to convert grandfathered DS1/DS3 UDT before July 12, 2022, at AT&T's sole discretion, AT&T may convert any, or all, of the remaining DS1/DS3 UDT to the equivalent Special Access service at month-to-month rates, terms and conditions. CLEC shall be responsible for all associated recurring and non-recurring charges.
 - iii. AT&T reserves the right to backbill CLEC for the difference between a DS1/DS3 UDT rate and the non-UNE rate that applies under this Section 5 for any new circuits inadvertently ordered on or after January 12, 2020 and any UDT Embedded Base remaining as of July 12, 2022.
 - iv. If the FCC determines that additional wire centers are subject to forbearance, CLEC shall cease ordering DS1/DS3 UDT as of the date specified by the FCC and adhere to any FCC-specified transition timelines.
6. Any future forbearance from or rule changes for Section 251(c)(3) UNEs offered pursuant to this Agreement shall be incorporated by reference as of the effective date of the FCC order and shall not require a written amendment. AT&T shall provide Notice to CLEC of how the Parties will implement the subsequent UNE forbearance or rule change. Notice will include applicable transition periods and any changes to rate(s), term(s) and/or condition(s) to the underlying Agreement.
7. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
8. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
9. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
10. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterpart shall together constitute one and the same instrument.
11. For Alabama, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Oklahoma, South Carolina, Tennessee, Texas: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval

by such Commission. For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing. For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing. For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty (30) days after the filing date of the Advice Letter to which this Amendment is appended. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) days after the mailing date of the final order approving this Amendment.

ATTACHMENT 16b – 251(b)(1) RESALE

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1.0 INTRODUCTION

- 1.1 This Attachment sets forth terms and conditions for Section 251(b)(1) resale services ("Resale Services") provided by AT&T-21STATE to CLEC.
- 1.2 Pursuant to Section 251(b)(1), beginning February 2, 2020, CLEC may order and AT&T-21STATE shall make available to CLEC for resale, pursuant to the rates, terms and conditions of this Attachment, Telecommunications Services that AT&T-21STATE provides at retail to End Users who are not Telecommunications Carriers. Beginning August 2, 2022, this Attachment shall govern all Resale Services CLEC purchases from AT&T-21STATE, including Resale Services that were purchased prior to August 2, 2022 pursuant to other provisions of this Agreement and/or resale tariff and that remain in service as of that date ("Resale Embedded Base").

2.0 GENERAL PROVISIONS

- 2.1 AT&T-21STATE's obligation to provide Resale Services under this Attachment is subject to availability of existing facilities. CLEC may resell Telecommunications Services provided hereunder only in those service areas in which such Resale Services or any feature or capability thereof are currently offered to AT&T-21STATE's End Users at retail.
- 2.2 Notwithstanding any other provision in this Agreement or in any applicable Tariff, once a retail service has been grandfathered it is available to CLEC for resale pursuant to the rates, terms and conditions of the state-specific retail Tariff and only:
- (i) to the same End User; and
 - (ii) at that same End User's existing location;
 - (iii) both as of the time of that service's grandfathering.
- 2.3 AT&T-21STATE may withdraw the availability of certain Telecommunication Services that AT&T-21STATE previously provisioned to CLEC or retail End Users pursuant to C.F.R 51.325 through 51.335 as such rules may be amended from time to time (the "Network Disclosure Rules").
- 2.4 CLEC shall not use any Resale Services to avoid the rates, terms and conditions of AT&T-21STATE's corresponding retail Tariff(s). Moreover, CLEC shall not use any Resale Services to provide access or interconnection services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), interconnected VoIP providers (IVPs), mobile virtual network operators (MVNOs), or other Telecommunications providers; provided, however, that CLEC may permit its End Users to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail Telecommunications providers. CLEC may not resell any Resale Services to another CLEC, including its own Affiliate(s).
- 2.5 Except as otherwise expressly provided herein, the state-specific retail Tariff(s) shall govern the rates, terms and conditions associated with the Telecommunications Services available to CLEC for resale, except for any resale restrictions; provided, however, that any restrictions on further resale by the End User shall continue to apply. CLEC and its End Users may not use Resale Services in any manner not permitted for AT&T-21STATE's End Users. Any change to the rates, terms and conditions of any applicable Tariff is automatically incorporated herein and is effective hereunder on the date any such change is effective.
- 2.6 CLEC shall only sell Plexar®, Centrex and Centrex-like services to a single End User or multiple End User(s) in accordance with the terms and conditions set forth in the retail Tariff(s) applicable to the state(s) in which service is being offered.
- 2.7 Except where otherwise explicitly permitted in AT&T-21STATE's Tariff(s), CLEC shall not permit the sharing of Resale Services by multiple End User(s) or the aggregation of traffic from multiple End User(s) onto a single service.
- 2.8 CLEC shall only provide Resale Services under this Attachment to the same category of End User(s) to which AT&T-21STATE offers such services (for example, residence service shall not be resold to business End Users).
- 2.9 Special Needs Services are services for the physically disabled as defined in state-specific Tariffs. Where available for resale in accordance with state-specific Tariffs, CLEC may resell Special Needs Services to End Users who are

eligible for each such service. To the extent CLEC provides Resale Services that require certification on the part of the End User, CLEC shall ensure that the End User meets all the Tariff eligibility requirements, has obtained proper certification, continues to be eligible for the program(s), and complies with all rules and regulations as established by the appropriate Commission and state Tariffs.

- 2.10 When ordering Resale Services that have an eligibility requirement (e.g., available only in a “retention”, “winback”, or “competitive acquisition” setting), CLEC shall maintain (and provide to AT&T-21STATE upon reasonable request) appropriate documentation, including, but not limited to, original End User service order data, evidencing the eligibility of its End User(s) for such offering or promotion. AT&T-21STATE may request up to one (1) audit for each promotion per twelve (12) month period that may cover up to the preceding twenty-four (24) month period.
- 2.11 Promotions of ninety (90) calendar days or less (“Short-Term Promotions”) shall not be available for resale. Promotions lasting longer than ninety (90) calendar (“Long-Term Promotions”) may be made available for resale. AT&T 21-STATE may eliminate any Resale Discount on all or certain Long-Term Promotions by providing a 45-day notice of such elimination.
- 2.12 If CLEC is in violation of any provision of this Attachment, AT&T-21STATE will notify CLEC of the violation in writing (“Resale Notice”). Such Resale Notice shall refer to the specific provision being violated. CLEC will have the breach cure period as specified in the General Terms and Conditions of this Agreement to correct the violation and notify AT&T-21STATE in writing that the violation has been corrected. AT&T-21STATE will bill CLEC the greater of:
- (i) the charges that would have been billed by AT&T-21STATE to CLEC or any Third Party but for the stated violation; or
 - (ii) the actual amounts CLEC billed its End User(s) in connection with the stated violation.
- 2.13 Notwithstanding any other provision of this Agreement, CLEC acknowledges and agrees that the assumption or resale to similarly-situated End Users of customer specific arrangement contracts, individual case basis contracts, or any other customer specific pricing contract is not addressed in this Agreement and that if CLEC would like to resell such arrangements, it may only do so consistent with applicable law and after negotiating an amendment hereto that establishes the rates, terms and conditions thereof. Such amendment will only be effective upon written execution by both Parties and approval by the Commission(s).
- 2.14 Except where otherwise required by law, CLEC shall not, without AT&T-21STATE's prior written authorization, offer the services covered by this Attachment using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of AT&T-21STATE or its Affiliates, nor shall CLEC state or imply that there is any joint business association or similar arrangement with AT&T-21STATE in the provision of Telecommunications Services to CLEC's End Users.

3.0 PRICING AND DISCOUNTS

- 3.1 “Resale Discount” means the applicable discount off retail rates applied to AT&T-21STATE Telecommunications Services resold by CLEC to its End Users. Any change to the rates, terms and conditions of any applicable retail Tariff is automatically incorporated herein and is effective hereunder on the date any such change is effective.
- 3.2 The Resale Discounts in the underlying Interconnection Agreement will apply until AT&T-21STATE provides notification of change to the Resale Discounts. AT&T-21STATE will provide such notification at least three (3) months in advance of any change to current Resale Discounts. Changes to the Resale Discounts will be posted to AT&T CLEC Online and will be incorporated by reference upon the effective date stated therein. For avoidance of doubt, changes to Resale Discounts do not apply to Embedded Base Resale until August 2, 2022.

4.0 RESPONSIBILITIES OF PARTIES

- 4.1 CLEC shall be responsible for modifying and connecting any of its systems with AT&T-21STATE-provided interfaces, as outlined in Attachment 07 – Operations Support Systems (OSS), and CLEC agrees to abide by AT&T-21STATE procedures for ordering Resale Services. CLEC shall obtain End User authorization as required by applicable federal and state laws and regulations and assumes responsibility for applicable charges as specified in Section 258(b) of the Act.

- 4.2 CLEC shall release End User accounts in accordance with the directions of its End Users or an End User's authorized agent. When a CLEC End User switches to another carrier, AT&T-21STATE may reclaim the End User or process orders for another carrier, as applicable.
- 4.3 CLEC will have the ability to report trouble for its End Users to the appropriate AT&T-21STATE maintenance center(s) as provided in the CLEC Online Handbook(s). CLEC End Users calling AT&T-21STATE will be referred to CLEC at the telephone number(s) provided by CLEC to AT&T-21STATE. Nothing herein shall be interpreted to authorize CLEC to repair, maintain, or in any way touch AT&T-21STATE's network facilities, including without limitation those facilities on End User premises.
- 4.4 CLEC's End Users' that activate Call Trace, or who are experiencing annoying calls, should contact law enforcement. Law Enforcement works with the appropriate AT&T-21STATE operations centers responsible for handling such requests. AT&T-21STATE shall notify CLEC of requests by its End Users to provide call records to the proper authorities. Subsequent communication and resolution of each case involving one of CLEC's End Users (whether that End User is the victim or the suspect) will be coordinated through CLEC. AT&T-21STATE shall be indemnified, defended and held harmless by CLEC and/or the End User against any claim, loss or damage arising from providing this information to CLEC. It is the responsibility of CLEC to take the corrective action necessary with its End User who makes annoying calls. Failure to do so will result in AT&T-21STATE taking corrective action, up to and including disconnecting the End User's service.
- 4.5 CLEC acknowledges that information AT&T-21STATE provides to law enforcement agencies at the agency's direction (e.g., Call Trace data) shall be limited to available billing number and address information. It shall be CLEC's responsibility to provide additional information necessary for any law enforcement agency's investigation.
- 4.5.1 In addition to any other indemnity obligations in this Agreement, CLEC shall indemnify AT&T-21STATE against any Claim that insufficient information led to inadequate prosecution.
- 4.5.2 AT&T-21STATE shall handle law enforcement requests in accordance with the Law Enforcement provisions of the General Terms and Conditions of this Agreement.
- 5.0 **BILLING AND PAYMENT OF RATES AND CHARGES**
- 5.1 CLEC is solely responsible for the payment of all charges for all services furnished under this Attachment, including but not limited to calls originated or accepted at CLEC's location and its End Users' service locations.
- 5.1.1 Interexchange carrier traffic (e.g., sent-paid, information services and alternate operator services messages) received by AT&T-21STATE for billing to Resale End User accounts will be returned as unbillable and will not be passed to CLEC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages were generated by a Resale account and will not be billed by AT&T-21STATE.
- 5.2 AT&T-21STATE shall not be responsible for how the associated charges for Resale Services may be allocated to End Users or others by CLEC. Applicable rates and charges for services provided to CLEC under this Attachment will be billed directly to CLEC and shall be the responsibility of CLEC.
- 5.2.1 Charges billed to CLEC for all services provided under this Attachment shall be paid by CLEC regardless of CLEC's ability or inability to collect from its End Users for such services.
- 5.2.2 If CLEC does not wish to be responsible for payment of charges for toll and information services (for example, 900 calls), CLEC must order the appropriate available blocking for lines provided under this Attachment and pay any applicable charges. It is CLEC's responsibility to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC acknowledges that blocking is not available for certain types of calls, including without limitation 800, 888, 411 and Directory Assistance Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems.
- 5.3 CLEC shall pay the Federal End User Common Line (EUCL) charge and any other appropriate FCC or Commission-approved charges, as set forth in the appropriate Tariff(s), for each local exchange line furnished to CLEC under this

Attachment.

- 5.4 To the extent allowable by law, CLEC shall be responsible for both Primary Interexchange Carrier (PIC) and Local Primary IntraLATA Presubscription (LPIC) change charges associated with each local exchange line furnished to CLEC under this Attachment. CLEC shall pay all charges for PIC and LPIC changes at the rates set forth in the Pricing Schedule or, if any such rate is not listed in the Pricing Schedule, then as set forth in the applicable Tariff.

6.0 ANCILLARY SERVICES

- 6.1 E911 Emergency Service: The terms and conditions for the provision of AT&T-21STATE 911 services are contained in Attachment 911/E911.
- 6.2 Payphone Services: CLEC may provide certain local Telecommunications Services to Payphone Service Providers (PSPs) for PSPs' use in providing payphone service. Rates for Payphone Services are established under the provisions of Section 276 of the Federal Telecommunications Act of 1996 and are not eligible for the Resale Discount unless required by State Commission order(s). However, given certain billing system limitations, the Resale Discount may be applied to Payphone Services, unless and until AT&T-21STATE is able to modify its billing system, AT&T-21STATE may issue true-up bills in accordance with the provisions set forth in the General Terms and Conditions.

7.0 SUSPENSION OF SERVICE

- 7.1 See applicable Tariff(s) for rates, terms and conditions regarding Suspension of Service.
- 7.2 AT&T-21STATE will offer Suspension of Service to CLEC for CLEC initiated suspension of service of the CLEC's End Users. This service is not considered a Telecommunications Service and will receive no Resale Discount.

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1	UEANL	UEAL2	1
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2	UEANL	UEAL2	2
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3	UEANL	UEAL2	3
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1	UEANL	UEASL	1
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2	UEANL	UEASL	2
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3	UEANL	UEASL	3
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Manual Order Coordination for UVL-SL1s (per loop)	UEANL	UEAMC	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)	UEANL	OCOSL	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1	UEANL	UREPN	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1	UEANL	UREPM	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1	UEQ	UEQ2X	1
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	UEQ	UEQ2X	2
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	UEQ	UEQ2X	3
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Tag Loop at End User Premise	UEQ	URETL	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic 1st Half Hour	UEQ	URET1	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic Additional Half Hour	UEQ	URETA	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)	UEQ	USBMC	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND	UEQ	UREPN	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire UCL-ND	UEQ	UREPM	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URES�	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL2	UEA	UREPN	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2	UEA	UREPM	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1	UEA	UEAL4	1
NC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2	UEA	UEAL4	2
NC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3	UEA	UEAL4	3
NC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URES�	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
NC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1	NTCVG	UEAL2	1
NC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2	NTCVG	UEAL2	2
NC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3	NTCVG	UEAL2	3
NC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1	NTCVG	UEAR2	1

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2	NTCVG	UEAR2	2
NC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3	NTCVG	UEAR2	3
NC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES�	
NC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
NC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Loop Tagging - Service Level 2 (SL2)	NTCVG	URETL	
NC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1	NTCVG	UEAL4	1
NC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2	NTCVG	UEAL4	2
NC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3	NTCVG	UEAL4	3
NC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES�	
NC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
NC	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile	U1TD1	1L5XX	
NC	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile	U1TD3	1L5XX	
NC	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3	
NC	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - per mile	UE3	1L5ND	
NC	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - Facility Termination	UE3	UE3PX	
NC	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1	UNCVX	UEAL4	1
NC	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2	UNCVX	UEAL4	2

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NC	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3	UNCVX	UEAL4	3
NC	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1	UNC1X	USLXX	1
NC	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2	UNC1X	USLXX	2
NC	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3	UNC1X	USLXX	3
NC	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - per mile	UNC3X	1L5ND	
NC	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination	UNC3X	UE3PX	
NC	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 - per mile	UNC1X	1L5XX	
NC	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination	UNC1X	U1TF1	
NC	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - per mile	UNC3X	1L5XX	
NC	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination	UNC3X	U1TF3	
NC	ADDITIONAL NETWORK ELEMENTS	NRC - Order Coordination Specific Time - Dedicated Transport	UNC1X, UNC3X	OCOSR	