Customer Name: Aeneas Communications, LLC

Aeneas	3
Title Page and Table of Contents	4
General Terms and Conditions	6
Attachment 1	26
Attachment 1 Rates	58
Attachment 2	59
Attachment 2 Rates	144
Attachment 3	233
Attachment 3 Rates	264
Physical Collocation	271
Remote Site Physical Collocation	335
Attachment 5	384
Attachment 5 Rates	395
Attachment 6	396
Attachment 7	403
Attachment 7 Rates	419
Attachment 8	420
Attachment 9	422
Attachment 10	424
Attachment 11	433
Attachment 12	444
Attachment 2 Amendment - Tn	448
LATAWIDE CALLING	545
TRA - Call Flows Amendment	547
Amendment Branding/Unbranding	645
UNE-P Port Amendment 9/9/02	650
Extension deposit amendment	651
LIDB GetData Amendment - Aeneas	654
Aeneas Communications, LLC - Extend Term	663
Aeneas Communications, LLC - Notices Amendment	664

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

AENEAS MTSR Amendment 666

Aeneas LNP Amendment 669

Aeneas Communications, LLC-Amendment Right of Way (ROW), Poles, and Attachment 671

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

By and Between

BellSouth Telecommunications, Inc.

And

Aeneas Communications, LLC

INTERCONNECTION
AGREEMENT
BETWEEN
BELLSOUTH TELECOMMUNICATIONS INC.
AND
AENEAS COMMUNICATIONS, INC.

TABLE OF CONTENTS

General Terms and Conditions

1. Definitions
2. Term of the Agreement
3. Operational Support Systems
4. Parity
5. White Pages Listings
6. Bona Fide Request/New Business Request Process for Further Unbundling
7. Court Ordered Requests for Call Detail Records and Other Subscriber Information
8. Liability and Indemnification
9. Intellectual Property Rights and Indemnification
10. Proprietary and Confidential Information
11. Assignments
12. Resolution of Disputes
13. Taxes
14. Force Majeure
15. Adoption of Agreements
16. Modification of Agreement
17. Non-waiver of Legal Rights
18. Severability
19. Waivers
20. Governing Law
21. Arm's Length Negotiations
22. Notices
23. Rule of Construction
24. Headings of No Force or Effect
25. Multiple Counterparts
26. Implementation of Agreement
27. Filing of Agreement
28. Compliance with Applicable Law
29. Necessary Approvals
30. Good Faith Performance
31. Nonexclusive Dealings
32. Survival
33. Entire Agreement

Attachment 1 - Resale
Attachment 2 - Network Elements and Other Services
Attachment 3 - Network Interconnection
Attachment 4 - Physical Collocation
Attachment 5 - Access to Numbers and Number Portability
Attachment 6 – Pre-Ordering, Ordering and Provisioning, Maintenance and Repair
Attachment 7 - Billing and Billing Accuracy Certification
Attachment 8 - Rights-of-Way, Conduits and Pole Attachments
Attachment 9 - Performance Measurements
Attachment 10- Agreement Implementation Template
Attachment 11- BellSouth Disaster Recovery Plan

AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and Aeneas Communications LLC, a Tennessee company and shall be deemed effective as of the date of the last signature of both Parties ("Effective Date"). This Agreement may refer to either BellSouth or Aeneas Communications or both as a "Party" or "Parties."

W I T N E S S E T H

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

WHEREAS, Aeneas Communications is or seeks to become a CLEC authorized to provide telecommunications services in the state of Tennessee; and

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

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

1. Definitions

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

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

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

End User means the ultimate user of the Telecommunications Service.

FCC means the Federal Communication Commission.

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

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

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

2. Term of the Agreement

2.1 The term of this Agreement shall be two years, beginning on the Effective Date and shall apply to the state of Tennessee.

2.2 The Parties agree that by no earlier than two hundred seventy (270) days and no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations for a new agreement to be effective beginning on the expiration date of this Agreement ("Subsequent Agreement"). If as of the expiration of this Agreement, a Subsequent Agreement has not been executed by the Parties, then except as set forth in Section 2.3.2 below, this Agreement shall continue on a month-to-month basis while a Subsequent Agreement is being negotiated. The Parties' rights and obligations with respect to this Agreement after expiration shall be as set forth in Section 2.3 below.

2.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.2 above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the Commission to establish appropriate terms, conditions and prices for the Subsequent Agreement pursuant to 47 U.S.C. 252. In the event the Commission does not issue its order prior to the expiration date of this Agreement, or if the Parties continue beyond the expiration date of this Agreement to negotiate the Subsequent Agreement without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the Parties, will be effective retroactive to the day following the expiration date of this Agreement.

2.3.1 Except as set forth in Section 2.3.2 below, Notwithstanding the foregoing, in the event that as of the date of expiration of this Agreement and conversion of this Agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement and no arbitration proceeding has been filed in accordance with Section 2.3 above, then either Party may terminate this Agreement upon sixty (60) days notice to the other Party. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to offer services to Aeneas

Communications pursuant to the terms, conditions and rates set forth in BellSouth's Statement of Generally Available Terms (SGAT) to the extent an SGAT has been approved by the applicable Commission(s). If any state Commission has not approved a BellSouth SGAT, then upon BellSouth's termination of this Agreement as provided herein, BellSouth will continue to provide services to Aeneas Communications pursuant to BellSouth's then current standard interconnection agreement. In the event that the SGAT or BellSouth's standard interconnection agreement becomes effective as between the Parties, the Parties may continue to negotiate a Subsequent Agreement, and the terms of such Subsequent Agreement shall be effective as of the date of execution.

2.3.2 Notwithstanding Section 2.3 above, in the event that as of the date of expiration of this Agreement the Parties have not entered into a Subsequent Agreement and (1) no arbitration proceeding has been filed in accordance with Section 2.2 above, and (2) Aeneas Communications either is not certified as a CLEC in any particular state to which this Agreement applies or has not ordered any services under this Agreement as of the date of expiration, then this Agreement shall not continue on a month to month basis but shall be deemed terminated as of the expiration date hereof.

3. Operational Support Systems

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

4. Parity

When Aeneas Communications purchases, pursuant to Attachment 1 of this Agreement, telecommunications services from BellSouth for the purposes of resale to end users, BellSouth shall provide said services so that the services are equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that BellSouth provides to its affiliates, subsidiaries and end users. To the extent technically feasible, the quality of a Network Element, as well as the quality of the access to such Network Element provided by BellSouth to Aeneas Communications shall be at least equal in quality to that which BellSouth provides to itself, its affiliates or any other telecommunications carrier. The quality of the interconnection between the networks of BellSouth and the network of Aeneas Communications shall be at a level that is equal to that which BellSouth provides itself, a subsidiary, an Affiliate, or any other party. The interconnection facilities shall be designed to meet the same technical criteria and service standards that are used within BellSouth’s network and shall extend to a consideration of service quality as perceived by end users and service quality as perceived by Aeneas Communications.

5. White Pages Listings

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

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

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

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

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

5.3.2 No compensation shall be paid to Aeneas Communications for BellSouth's receipt of Aeneas Communications
SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incurs costs to modify its systems to enable the release of Aeneas Communications's SLI, or costs on an ongoing basis to administer the release of Aeneas Communications SLI, Aeneas Communications shall pay to BellSouth its proportionate share of the reasonable costs associated therewith.

5.3.3 BellSouth shall not be liable for the content or accuracy of any SLI provided by Aeneas Communications under this Agreement. Aeneas Communications shall indemnify, hold harmless and defend BellSouth and its agents from and against any damages, losses, liabilities, demands claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate Aeneas Communications listings or use of the SLI provided pursuant to this Agreement. BellSouth may forward to Aeneas Communications any complaints received by BellSouth relating to the accuracy or quality of Aeneas Communications listings.

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

5.4 Unlisted/Non-Published Subscribers. Aeneas Communications will be required to provide to BellSouth the names, addresses and telephone numbers of all Aeneas Communications customers that wish to be omitted from directories.

5.5 Inclusion of Aeneas Communications Customers in Directory Assistance Database. BellSouth will include and maintain Aeneas Communications subscriber listings in BellSouth's Directory Assistance databases at no recurring charge and Aeneas Communications shall provide such Directory Assistance listings at no recurring charge. BellSouth and Aeneas Communications will formulate appropriate procedures regarding lead-time, timeliness, format and content of listing information.

5.6 Listing Information Confidentiality. BellSouth will accord Aeneas Communications's directory listing information the same level of confidentiality that BellSouth accords its own directory listing information, and BellSouth shall limit access to Aeneas Communications's customer proprietary confidential directory information to those BellSouth employees or agents who are involved in the preparation of listings or directories.

5.7 Optional Listings. Additional listings and optional listings will be offered by BellSouth at tariffed rates as set forth in the General Subscriber Services Tariff.

5.8 Delivery. BellSouth or its agent shall deliver White Pages directories to Aeneas Communications subscribers at no charge or as specified in a separate BAPCO agreement.

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

6.1 BellSouth shall, upon request of Aeneas Communications, provide to Aeneas Communications access to its network elements at any technically feasible point for the provision of Aeneas Communications's telecommunications service where such access is necessary and failure to provide access would impair the ability of Aeneas Communications to provide services that it seeks to offer. Any request by Aeneas Communications for access to a network element, interconnection option, or for the provisioning of any service or product that is not already available shall be treated as a Bona Fide Request/New Business Request (BFR/NBR), and shall be submitted to BellSouth pursuant to the BFR/NBR process.

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

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

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

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

7.3 In all other instances, where either Party receives a request for information involving the other Party's end user, the Party receiving the request will advise the law

enforcement agency initiating the request to redirect such request to the other Party.

8. Liability and Indemnification

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

8.2 Liability for Acts or Omissions of Third Parties. BellSouth shall not be liable to Aeneas Communications for any act or omission of another telecommunications company providing services to Aeneas Communications.

8.3 Limitation of Liability

8.3.1 Except for any indemnification obligations of the Parties hereunder, each Party's liability to the other for any loss, cost, claim, injury or liability or expense, including reasonable attorney's fees relating to or arising out of any negligent act or omission in its performance of this Agreement whether in contract or in tort, shall be limited to a credit for the actual cost of the services or functions not performed or improperly performed.

8.3.2 Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to the End User or third Party for (i) any loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged that applicable person for the service, product or function that gave rise to such loss and (ii) Consequential Damages. To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a loss as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such loss.

8.3.3 Neither BellSouth nor Aeneas Communications shall be liable for damages to the other Party's terminal location, equipment or End User premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a Party's negligence or willful misconduct or by a Party's failure to ground properly a local loop after disconnection.

8.3.4 Under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or

software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the Services, or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.

8.3.5 To the extent any specific provision of this Agreement purports to impose liability, or limitation of liability, on either Party different from or in conflict with the liability or limitation of liability set forth in this Section, then with respect to any facts or circumstances covered by such specific provisions, the liability or limitation of liability contained in such specific provision shall apply.

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

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

9. Intellectual Property Rights and Indemnification

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

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

9.3 Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service in the manner contemplated under this Agreement and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 8 of this Agreement.

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

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

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

9.4.3 In the event 9.4.1 or 9.4.2 are commercially unreasonable, then said Party may, terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.

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

affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.

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

10. Proprietary and Confidential Information

10.1 Proprietary and Confidential Information. It may be necessary for BellSouth and Aeneas Communications, each as the "Discloser," to provide to the other Party, as "Recipient," certain proprietary and confidential information (including trade secret information) including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, maps, prices, costs, costing methodologies, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the "Information"). All such Information conveyed in writing or other tangible form shall be clearly marked with a confidential or proprietary legend. Information conveyed orally by the Discloser to Recipient shall be designated as proprietary and confidential at the time of such oral conveyance, shall be reduced to writing by the Discloser within forty-five (45) days thereafter, and shall be clearly marked with a confidential or proprietary legend.

10.2 Use and Protection of Information. Recipient agrees to protect such Information of the Discloser provided to Recipient from whatever source from distribution, disclosure or dissemination to anyone except employees of Recipient with a need to know such Information solely in conjunction with Recipient's analysis of the Information and for no other purpose except as authorized herein or as otherwise authorized in writing by the Discloser. Recipient will not make any copies of the Information inspected by it.

10.3 Exceptions. Recipient will not have an obligation to protect any portion of the Information which:
(a) is made publicly available by the Discloser or lawfully by a nonparty to this Agreement; (b) is lawfully obtained by Recipient from any source other than Discloser; (c) is previously known to Recipient without an obligation to keep it confidential; or (d) is released from the terms of this Agreement by Discloser upon written notice to Recipient.

10.4 Recipient agrees to use the Information solely for the purposes of negotiations pursuant to 47 U.S.C. 251 or in performing its obligations under this Agreement and for no other entity or purpose, except as may be otherwise agreed to in writing by the Parties. Nothing herein shall prohibit Recipient from providing information requested by the Federal Communications Commission or a state regulatory

agency with jurisdiction over this matter, or to support a request for arbitration or an allegation of failure to negotiate in good faith.

10.5 Recipient agrees not to publish or use the Information for any advertising, sales promotions, press releases, or publicity matters that refer either directly or indirectly to the Information or to the Discloser or any of its affiliated companies.

10.6 The disclosure of Information neither grants nor implies any license to the Recipient under any trademark, patent, copyright, or application which is now or may hereafter be owned by the Discloser.

10.7 Survival of Confidentiality Obligations. The Parties' rights and obligations under this Section 10 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the Parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

11. Assignments

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

12. Resolution of Disputes

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

13. Taxes

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

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

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

13.2.2 Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.

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

13.3.1 Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.

13.3.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

13.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.

13.3.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

13.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.

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

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

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

13.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.

13.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

13.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall 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.

13.4.4 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.

13.4.5 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.

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

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

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

14. Force Majeure

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

on a day-to-day basis until the delay, restriction or interference has ceased); provided however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease.

15. Adoption of Agreements

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

16. Modification of Agreement

16.1 If Aeneas Communications 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 Aeneas Communications to notify BellSouth of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.

16.2 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.

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

16.4 Notwithstanding anything to the contrary in this Agreement, this Agreement shall not be amended or modified after the expiration date hereof as set forth in Section 2 above.

17. Non-waiver of Legal Rights

Execution of this Agreement by either Party does not confirm or infer that the

executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).

18. Severability

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

19. 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.

20. Governing Law

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

21. Arm's Length Negotiations

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

22. Notices

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

BellSouth Telecommunications, Inc.

Account Team
600 North 19th Street
Birmingham, Alabama 35203

and

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

Aeneas Communications
Jonathan Harlan
301 South Church Street
Jackson, TN 38301
Ph: (901) 425 – 9200 Ext. 222

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

22.2 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.

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

23. Rule of Construction

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

24. 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.

25. Multiple Counterparts

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

26. Implementation of Agreement

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

27. Filing of Agreement

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

27.2 For electronic filing purposes in the State of Louisiana, the CLEC Louisiana Certification Number is required and must be provided by Aeneas Communications prior to filing of the Agreement. The CLEC Louisiana Certification Number for Aeneas Communications is _____.

28. Compliance with Applicable Law

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

29. 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.

30. 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.

31. Nonexclusive Dealings

This Agreement does not prevent either Party from providing or purchasing services to or from any other person nor, except as provided in Section 252(i) of the Act, does it obligate either Party to provide or purchase any services (except insofar as the Parties are obligated to provide access to Interconnection, services and Network Elements to Aeneas Communications as a requesting carrier under the Act).

32. 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.

33. Entire Agreement

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

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

Network Elements and Other Services
Local Interconnection
Resale
Collocation

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

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

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

BellSouth Telecommunications, Inc.	**Aeneas Communications, LLC**
_____	_____
Signature	Signature
_____	_____
Name	Name
_____	_____
Title	Title
_____	_____
Date	Date

Attachment 1

Resale

TABLE OF CONTENTS

1. DISCOUNT RATES....3

2. DEFINITION OF TERMS....3

3. GENERAL PROVISIONS....3

4. BELLSOUTH'S PROVISION OF SERVICES TO AENEAS COMMUNICATIONS...7

5. MAINTENANCE OF SERVICES....8

6. ESTABLISHMENT OF SERVICE....9

7. PAYMENT AND BILLING ARRANGEMENTS....10

8. DISCONTINUANCE OF SERVICE....13

9. LINE INFORMATION DATABASE (LIDB)....15

10. RAO HOSTING…….....15

11. OPTIONAL DAILY USAGE FILE (ODUF)....15

12. ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)....15

Exhibit A – Applicable Discounts/OSS Rates....…16

Exhibit B – Resale Restrictions....19

Exhibit C – Line Information Database (LIDB) Storage Agreement....20

Exhibit D – Optional Daily Usage File (ODUF)....25

Exhibit E – Enhanced Option Daily Usage File (EODUF)....….....29

Exhibit F – ODUF/EODUF/CMDS Rates....….....….Rate Table

RESALE

1. Discount Rates

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

2. Definition of Terms

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

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

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

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

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

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

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

3. General Provisions

3.1 All of the negotiated rates, terms and conditions set forth in this Attachment pertain to the resale of BellSouth’s retail telecommunications services and other services specified in this Attachment. Subject to effective and applicable FCC and

Commission rules and orders, BellSouth shall make available to Aeneas Communications for resale those telecommunications services BellSouth makes available, pursuant to its General Subscriber Services Tariff and Private Line Services Tariff, to customer who are not telecommunications carriers. Such services shall be available at BellSouth's tariffed rates less the discount set forth in Exhibit A to this Agreement and subject to the exclusions and limitations set forth in Exhibit B to this Agreement.

3.2 Aeneas Communications may purchase resale services from BellSouth for their own use in operating their business. The resale discount will apply to those services under the following conditions:

3.2.1 Aeneas Communications must resell services to other End Users.

3.2.2 Aeneas Communications must order services through resale interfaces, i.e., the Local Carrier Service Center (LCSC) and/or appropriate Resale Account Teams pursuant to Section 3 of the General Terms and Conditions.

3.2.3 Aeneas Communications cannot be a competitive local exchange telecommunications company for the single purpose of selling to themselves.

3.3 Aeneas Communications will be the customer of record for all services purchased from BellSouth. Except as specified herein, BellSouth will take orders from, bill and receive payment from Aeneas Communications for said services.

3.4 Aeneas Communications will be BellSouth's single point of contact for all services purchased pursuant to this Agreement. BellSouth shall have no contact with the End User except to the extent provided for herein. Each Party shall provide to the other a nation wide (50 states) toll-free contact number for purposes of repair and maintenance.

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

3.5.1 When a subscriber of Aeneas Communications or BellSouth elects to change his/her carrier to the other Party, both Parties agree to release the subscriber's service to the other Party concurrent with the due date of the service order, which shall be established based on the standard interval for the subscriber's requested service as set forth in BellSouth Product and Services Interval Guide.

3.5.2 BellSouth and Aeneas Communications will refrain from contacting subscribers who have placed or whose selected carrier has placed on their behalf an order to

change his/her service provider from BellSouth or Aeneas Communications to the other Party until such time that the order for service has been completed.

3.6 Current telephone numbers may normally be retained by the End User and are assigned to the service furnished. However, neither Party nor the End User has a property right to the telephone number or any other call number designation associated with services furnished by BellSouth, and no right to the continuance of service through any particular central office. BellSouth reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever BellSouth deems it necessary to do so in the conduct of its business and in accordance with BellSouth practices and procedures on a nondiscriminatory basis.

3.7 For the purpose of the resale of BellSouth's telecommunications services by Aeneas Communications, BellSouth will provide Aeneas Communications with on line access to telephone numbers for reservation on a first come first served basis. Until December 1, 2000, such reservations of telephone numbers, on a pre-ordering basis shall be for a period of ninety (90) days. After December 1, 2000, BellSouth shall provide number reservation pursuant to the appropriate FCC rules and regulations. Aeneas Communications acknowledges that there may be instances where there is a shortage of telephone numbers in a particular Common Language Location Identifier Code (CLLIC) and in such instances BellSouth may request that Aeneas Communications cancel its reservations of numbers. Aeneas Communications shall comply with such request.

3.8 Further, upon Aeneas Communications's request, and for the purpose of the resale of BellSouth's telecommunications services by Aeneas Communications, BellSouth will reserve up to 100 telephone numbers per CLLIC, for Aeneas Communications's sole use. Until December 1, 2000, such telephone number reservations shall be valid for ninety (90) days from the reservation date. After December 1, 2000, BellSouth shall provide number reservation pursuant to the appropriate FCC rules and regulations. Aeneas Communications acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and in such instances BellSouth shall use its best efforts to reserve for a ninety (90) day period a sufficient quantity of Aeneas Communications's reasonable need in that particular CLLIC.

3.9 Service is furnished subject to the condition that it will not be used for any unlawful purpose.

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

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

3.12 BellSouth will cooperate with law enforcement agencies with subpoenas and court orders relating to Aeneas Communications's End Users, pursuant to Section 7 of the General Terms and Conditions.

3.13 If Aeneas Communications or its End Users utilize a BellSouth resold telecommunications service in a manner other than that for which the service was originally intended as described in BellSouth's retail tariffs, Aeneas Communications has the responsibility to notify BellSouth. BellSouth will only provision and maintain said service consistent with the terms and conditions of the tariff describing said service.

3.14 Facilities and/or equipment utilized by BellSouth to provide service to Aeneas Communications remain the property of BellSouth.

3.15 White page directory listings for Aeneas Communications End Users will be provided in accordance with Section 5 of the General Terms and Conditions.

3.16 BellSouth provides electronic access to customer record information. Access is provided through the Local Exchange Navigation System (LENS) and the Telecommunications Access Gateway (TAG). Customer Record Information includes but is not limited to, customer specific information in CRIS and RSAG. In addition, Aeneas Communications shall provide to BellSouth access to customer record information including electronic access where available. Otherwise, upon request by BellSouth Aeneas Communications shall provide paper copies of customer record information within a reasonable period of time. Customer Record Information is equivalent to but not limited to the type of customer specific information contained in CRIS and RSAG. The Parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission, and further agrees that Aeneas Communications and BellSouth will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the State in which the service is provided.

3.17 All costs incurred by BellSouth to develop and implement operational interfaces shall be recovered from CLECs who utilize the interfaces. Charges for use of Operational Support Systems (OSS) shall be as set forth in Exhibit A of this Attachment.

3.18 Where available to BellSouth's End Users, BellSouth shall provide the following telecommunications services at a discount to allow for voice mail services**:**

- Message Waiting Indicator ("MWI"), stutter dialtone and message waiting light feature capabilities
- Call Forward Busy Line ("CF/B")

- Call Forward Don't Answer ("CF/DA")

Further, BellSouth messaging services set forth in BellSouth's Messaging Service Information Package shall be made available for resale without the wholesale discount.

3.19 BellSouth shall provide branding for, or shall unbrand, voice mail services for Aeneas Communications per the Bona Fide Request/New Business Request process as set forth in Section 6 of the General Terms and Conditions.

3.20 BellSouth's Inside Wire Maintenance Service Plan is available for resale at rates, terms and conditions as set forth by BellSouth and without the wholesale discount.

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

3.22 BellSouth shall provide 911/E911 for Aeneas Communications customers in the same manner that it is provided to BellSouth customers. BellSouth shall provide and validate Aeneas Communications customer information to the PSAP. BellSouth shall use its service order process to update and maintain, on the same schedule that it uses for its customers, the Aeneas Communications customer service information in the ALI/DMS (Automatic Location Identification/Location Information) databases used to support 911/E911 services.

3.23 BellSouth shall bill, and Aeneas Communications shall pay, the End User line charge associated with implementing Number Portability as set forth in BellSouth's FCC No. 1 tariff. This charge is not subject to the wholesale discount.

3.24 Pursuant to 47 CFR Section 51.617, BellSouth will bill to Aeneas Communications, and Aeneas Communications shall pay, End User common line charges identical to the End User common line charges BellSouth bills its End Users.

4. BellSouth's Provision of Services to Aeneas Communications

4.1 Resale of BellSouth services shall be as follows:

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

4.1.2 Hotel and Hospital PBX services are the only telecommunications services available for resale to Hotel/Motel and Hospital End Users, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to Payphone Service Provider (PSP) customers. Shared Tenant Service customers can only be sold those local exchange access services available in BellSouth's A23 Shared Tenant Service Tariff in the states of Florida, Georgia, North Carolina and South Carolina, and in A27 in the states of Alabama, Kentucky, Louisiana, Mississippi and Tennessee.

4.1.3 BellSouth reserves the right to periodically audit services purchased by Aeneas Communications to establish authenticity of use. Such audit shall not occur more than once in a calendar year. Aeneas Communications shall make any and all records and data available to BellSouth or BellSouth's auditors on a reasonable basis. BellSouth shall bear the cost of said audit. Any information provided by Aeneas Communications for purposes of such audit shall be deemed Confidential Information pursuant to the General Terms and Conditions of this Agreement.

4.2 Subject to Exhibit B hereto, resold services can only be used in the same manner as specified in BellSouth's Tariffs. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual End User of BellSouth in the appropriate section of BellSouth's Tariffs. Specific tariff features (e.g. a usage allowance per month) shall not be aggregated across multiple resold services.

4.3 Aeneas Communications may resell services only within the specific service area as defined in its certificate of operation approved by the Commission.

5. Maintenance of Services

5.1 Aeneas Communications will adopt and adhere to the standards contained in the applicable BellSouth Operational Understanding regarding maintenance of service. The BellSouth Operational Understanding can be accessed via the internet @ http://www.interconnection.bellsouth.com.

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

5.3 Aeneas Communications or its End Users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth except with the written consent of BellSouth.

5.4 Aeneas Communications accepts responsibility to notify BellSouth of situations that arise that may result in a service problem.

5.5 Aeneas Communications will contact the appropriate repair centers in accordance with procedures established by BellSouth.

5.6 For all repair requests, Aeneas Communications shall adhere to BellSouth's prescreening guidelines prior to referring the trouble to BellSouth.

5.7 BellSouth will bill Aeneas Communications for handling troubles that are found not to be in BellSouth's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what BellSouth charges to its retail customers for the same services.

5.8 BellSouth reserves the right to contact Aeneas Communications's End Users, if deemed necessary, for maintenance purposes.

6. Establishment of Service

6.1 After receiving certification as a local exchange company from the appropriate regulatory agency, Aeneas Communications will provide the appropriate BellSouth service center the necessary documentation to enable BellSouth to establish a master account for Aeneas Communications's resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable. When necessary deposit requirements are met, as described in Section 6.6 below, BellSouth will begin taking orders for the resale of service.

6.2 Service orders will be in a standard format designated by BellSouth.

6.3 Aeneas Communications shall provide to BellSouth a blanket letter of authorization ("LOA") certifying that Aeneas Communications will have End User authorization prior to viewing the End User's customer service record or switching the End User's service. BellSouth will not require End User confirmation prior to establishing service for Aeneas Communications's End User customer. Aeneas Communications must, however, be able to demonstrate End User authorization upon request.

6.4 BellSouth will accept a request directly from the End User for conversion of the End User's service from Aeneas Communications to BellSouth or will accept a request from another CLEC for conversion of the End User's service from Aeneas Communications to such other CLEC. Upon completion of the conversion BellSouth will notify Aeneas Communications that such conversion has been completed.

6.5 If BellSouth determines that an unauthorized change in local service to Aeneas Communications has occurred, BellSouth will reestablish service with the appropriate local service provider and will assess Aeneas Communications as the CLEC initiating the unauthorized change, the unauthorized change charge described in FCC Tariff No. 1, Section 13 or applicable state tariff. Appropriate nonrecurring charges, as set forth in Section A4 of the General Subscriber Service Tariff, will also be assessed to Aeneas Communications. These charges can be adjusted if Aeneas Communications provides satisfactory proof of authorization.

6.6 BellSouth reserves the right to secure the account with a suitable form of security deposit, unless satisfactory credit has already been established.

6.6.1 Such security deposit shall take the form of cash for cash equivalent, an irrevocable Letter of Credit or other forms of security acceptable to BellSouth. Any such security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.

6.6.2 If a security deposit is required, such security deposit shall be made prior to the inauguration of service.

6.6.3 Such security deposit shall be two months' estimated billing.

6.6.4 The fact that a security deposit has been made in no way relieves Aeneas Communications from complying with BellSouth's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of BellSouth providing for the discontinuance of service for non-payment of any sums due BellSouth.

6.6.5 BellSouth reserves the right to increase the security deposit requirements when, in its reasonable judgment, changes in Aeneas Communications's financial status so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit.

6.6.6 In the event service to Aeneas Communications is terminated due to Aeneas Communications's default on its account, any security deposits held will be applied to Aeneas Communications's account.

6.6.7 Interest on a cash or cash equivalent security deposit shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff.

7. Payment And Billing Arrangements

7.1 Prior to submitting orders to BellSouth for local service, a master account must be established for Aeneas Communications. Aeneas Communications is required to provide the following before a master account is established: proof of PSC/PUC

certification, the Application for Master Account, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable.

7.2 BellSouth shall bill Aeneas Communications on a current basis all applicable charges and credits.

7.3 Payment of all charges will be the responsibility of Aeneas Communications. Aeneas Communications shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by Aeneas Communications from Aeneas Communications's End User. BellSouth will not become involved in billing disputes that may arise between Aeneas Communications and its End User. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an End User's account.

7.4 BellSouth will render bills each month on established bill days for each of Aeneas Communications's accounts.

7.5 BellSouth will bill Aeneas Communications in advance for all services to be provided during the ensuing billing period except charges associated with service usage, which will be billed in arrears. Charges will be calculated on an individual End User account level, including, if applicable, any charge for usage or usage allowances. BellSouth will also bill Aeneas Communications, and Aeneas Communications will be responsible for and remit to BellSouth, all charges applicable to resold services including but not limited to 911 and E911 charges, End Users common line charges, federal subscriber line charges, telecommunications relay charges (TRS), and franchise fees.

7.6 The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by BellSouth.

7.6.1 If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment charge, as set forth in section 7.8 following, shall apply.

7.6.2 If Aeneas Communications requests multiple billing media or additional copies of bills, BellSouth will provide these at an appropriate charge to Aeneas Communications.

7.6.3 Billing Disputes

7.6.3.1 Each Party agrees to notify the other Party upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the Bill Date on which such disputed charges appear. Resolution of the dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute and closure of a specific billing period. If the issues are not resolved within the allotted time frame, the following resolution procedure will begin:

7.6.3.2 If the dispute is not resolved within sixty (60) days of the Bill Date, the dispute will be escalated to the second level of management for each of the respective Parties for resolution. If the dispute is not resolved within ninety (90) days of the Bill Date, the dispute will be escalated to the third level of management for each of the respective Parties for resolution

7.6.3.3 If the dispute is not resolved within one hundred and twenty (120) days of the Bill Date, the dispute will be escalated to the fourth level of management for each of the respective Parties for resolution.

7.6.3.4 If a Party disputes a charge and does not pay such charge by the payment due date, such charges shall be subject to late payment charges as set forth in the Late Payment Charges provision of this Attachment. If a Party disputes charges and the dispute is resolved in favor of such Party, the other Party shall credit the bill of the disputing Party for the amount of the disputed charges along with any late payment charges assessed no later than the second Bill Date after the resolution of the dispute. Accordingly, if a Party disputes charges and the dispute is resolved in favor of the other Party, the disputing Party shall pay the other Party the amount of the disputed charges and any associated late payment charges assessed no later than the second bill payment due date after the resolution of the dispute. BellSouth shall only assess interest on previously assessed late payment charges in a state where it has authority pursuant to its tariffs.

7.7 Upon proof of tax exempt certification from Aeneas Communications, the total amount billed to Aeneas Communications will not include any taxes due from the End User to reflect the tax exempt certification and local tax laws. Aeneas Communications will be solely responsible for the computation, tracking, reporting, and payment of taxes applicable to Aeneas Communications's End User.

7.8 If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment charge shall be due to BellSouth. The late payment charge shall be the portion of the payment not received by the payment due date times a late factor and will be applied on a per bill basis. The late factor shall be as set forth in Section A2 of the General Subscriber Services Tariff or Section B2 of the Private Line Service Tariff, as applicable. Aeneas Communications will be charged a fee for all

returned checks as set forth in Section to A2 of the General Subscriber Services Tariff or in applicable state law.

7.9 Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, BellSouth.

7.10 BellSouth will not perform billing and collection services for Aeneas Communications as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within BellSouth.

7.11 In general, BellSouth will not become involved in disputes between Aeneas Communications and Aeneas Communications's End User customers relating to resold services. If a dispute does arise that cannot be settled without the involvement of BellSouth, Aeneas Communications shall contact the designated Service Center for resolution. BellSouth will assist in the resolution of the dispute and will work with Aeneas Communications to resolve the matter in as timely a manner as possible. Aeneas Communications may be required to submit documentation to substantiate the claim.

8. Discontinuance of Service

8.1 The procedures for discontinuing service to an End User are as follows:

8.1.1 BellSouth will deny service to Aeneas Communications's End User on behalf of, and at the request of, Aeneas Communications. Upon restoration of the End User's service, restoral charges will apply and will be the responsibility of Aeneas Communications.

8.1.2 At the request of Aeneas Communications, BellSouth will disconnect a Aeneas Communications End User customer.

8.1.3 All requests by Aeneas Communications for denial or disconnection of an End User for nonpayment must be in writing.

8.1.4 Aeneas Communications will be made solely responsible for notifying the End User of the proposed disconnection of the service.

8.1.5 BellSouth will continue to process calls made to the Annoyance Call Center and will advise Aeneas Communications when it is determined that annoyance calls are originated from one of its End User's locations. BellSouth shall be indemnified, defended and held harmless by Aeneas Communications and/or the End User against any claim, loss or damage arising from providing this information to Aeneas Communications. It is the responsibility of Aeneas Communications to

take the corrective action necessary with its End Users who make annoying calls. (Failure to do so will result in BellSouth's disconnecting the End User's service.)

8.1.6 BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service from an End User or an End User's CLEC at the same address served by the denied facility.

8.2 The procedures for discontinuing service to Aeneas Communications are as follows:

8.2.1 BellSouth reserves the right to suspend or terminate service in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by Aeneas Communications of the rules and regulations of BellSouth's Tariffs.

8.2.2 BellSouth reserves the right to suspend or terminate service for nonpayment. If payment of account is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to Aeneas Communications, that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. In addition BellSouth may, at the same time, provide written notice to the person designated by Aeneas Communications to receive notices of noncompliance that BellSouth may discontinue the provision of existing services to Aeneas Communications, if payment is not received by the thirtieth day following the date of the notice.

8.2.3 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.

8.2.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and Aeneas Communications's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to Aeneas Communications without further notice.

8.2.5 Upon discontinuance of service on a Aeneas Communications's account, service to Aeneas Communications's End Users will be denied. BellSouth will also reestablish service at the request of the End User or Aeneas Communications upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. Aeneas Communications is solely responsible for notifying the End User of the proposed disconnection of the service.

8.2.6 If within fifteen days after an End User's service has been denied no contact has been made in reference to restoring service, the End User's service will be disconnected.

9. Line Information Database (LIDB)

9.1 BellSouth will store in its Line Information Database (LIDB) records relating to service only in the BellSouth region. The LIDB Storage Agreement is included in this Attachment as Exhibit C.

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

10. RAO Hosting

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

11. Optional Daily Usage File (ODUF)

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

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

12. Enhanced Optional Daily Usage File (EODUF)

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

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

APPLICABLE DISCOUNTS

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

DISCOUNT*

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

* When a CLEC provides Resale service in a cross boundary area (areas that are part of the local serving area of another state's exchange) the rates, regulations and discounts for the tariffing state will apply. Billing will be from the serving state.

** In Tennessee, if Aeneas Communications provides its own operator services and directory services, the discount shall be 21.56%. Aeneas Communications must provide written notification to BellSouth within 30 days prior to providing its own operator services and directory services to qualify for the higher discount rate of 21.56%.

*** Unless noted in this column, the discount for Business will be the applicable discount rate for CSAs.

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES

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

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

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

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES	**Electronic** **Per LSR received from the CLEC by one of the OSS interactive interfaces**	**Manual** **Per LSR received from the CLEC by means other than one of the OSS interactive interfaces**
OSS LSR Charge	**$3.50**	**$19.99**
USOC	**SOMEC**	**SOMAN**

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

Denial/Restoral OSS Charge

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

Cancellation OSS Charge

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

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

Threshold Billing Plan

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

Year	Ratio: Mechanized/Total LSRs
2000	80%
2001	90%

The threshold plan will be discontinued in 2002.

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

	Type of Service	AL		FL		GA		KY		LA		MS	
		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
2	Promotions - > 90 Days(Note 2)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3	Promotions - ≤ 90 Days (Note 2)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
4	Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 4	Yes	Yes	Yes	Yes
5	911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes
6	N11 Services	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No	Yes	Yes
7	MemoryCall® Service	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
9	Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
10	Non-RecurCharges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
11	End User Line Chg-Number Portability	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
13	Inside Wire Maint Service Plan	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 End Users who would have qualified for the promot
3. In Tennessee, long-term **promotions** (offered for more than ninety (90) days) may be obtained at one of the following rates
   (a) the stated tariff rate, less the wholesale discount;
   (b) the promotional rate (the promotional rate offered by BellSouth will not be discounted further by the wholesale disc
4. **Lifeline/Link Up** services may be offered only to those subscribers who meet the criteria that BellSouth currently applies t Sections A3 and A4 of the BellSouth General Subscriber Services Tariff.
5. Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and ar

LINE INFORMATION DATA BASE (LIDB)

STORAGE AGREEMENT

I. SCOPE

A. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of Aeneas Communications and pursuant to which BellSouth, its LIDB customers and Aeneas Communications shall have access to such information. Aeneas Communications understands that BellSouth provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of Aeneas Communications, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained herein shall hereby be made a part of this Interconnection/Resale Agreement upon notice to Aeneas Communications's account team to activate this LIDB Storage Agreement. The General Terms and Conditions of the Interconnection/Resale Agreement shall govern this LIDB Storage Agreement. The terms and conditions contained in the attached Addendum is hereby made a part of this LIDB Storage Agreement as if fully incorporated herein.

B. LIDB is accessed for the following purposes:

1. Billed Number Screening

2. Calling Card Validation

3. Fraud Control

C. BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BellSouth's LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify Aeneas Communications of fraud alerts so that Aeneas Communications may take action it deems appropriate. Aeneas Communications understands and agrees BellSouth will administer all data stored in the LIDB, including the data provided by Aeneas Communications pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's End User customers. BellSouth shall not be responsible to Aeneas Communications for any lost revenue which may result from BellSouth's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BellSouth in its sole discretion from time to time.

Aeneas Communications understands that BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. Aeneas Communications further understands that these billing and collection customers of BellSouth query BellSouth's LIDB to determine whether to accept various billing options from End Users. Additionally, Aeneas Communications understands that presently BellSouth has no method to differentiate between

BellSouth's own billing and line data in the LIDB and such data which it includes in the LIDB on Aeneas Communications's behalf pursuant to this Agreement. Therefore, until such time as BellSouth can and does implement in its LIDB and its supporting systems the means to differentiate Aeneas Communications's data from BellSouth's data and the Parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

(a) Aeneas Communications agrees that it will accept responsibility for telecommunications services billed by BellSouth for its billing and collection customers for Aeneas Communications's End User accounts which are resident in LIDB pursuant to this Agreement. Aeneas Communications authorizes BellSouth to place such charges on Aeneas Communications's bill from BellSouth and agrees that it shall pay all such charges. Charges for which Aeneas Communications hereby takes responsibility include, but are not limited to, collect and third number calls.

(b) Charges for such services shall appear on a separate BellSouth bill page identified with the name of the entity for which BellSouth is billing the charge.

(c) Aeneas Communications shall have the responsibility to render a billing statement to its End Users for these charges, but Aeneas Communications's obligation to pay BellSouth for the charges billed shall be independent of whether Aeneas Communications is able or not to collect from Aeneas Communications's End Users.

(d) BellSouth shall not become involved in any disputes between Aeneas Communications and the entities for which BellSouth performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to Aeneas Communications. It shall be the responsibility of Aeneas Communications and the other entity to negotiate and arrange for any appropriate adjustments.

II. FEES FOR SERVICE AND TAXES

A. Aeneas Communications will not be charged a fee for storage services provided by BellSouth to Aeneas Communications, as described in Section I of this Agreement.

B. Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by Aeneas Communications in accordance with the tax provisions set forth in the General Terms and Conditions of this Agreement.

III. MISCELLANEOUS

A. It is understood and agreed to by the Parties that BellSouth may provide similar services to other companies.

B. All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U. S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either Party to violate any such legal or regulatory requirement and either Party's obligation to perform shall be subject to all such requirements.

C. This LIDB Storage Agreement constitutes the entire Agreement between Aeneas Communications and BellSouth with respect to the subject matter hereof and supersedes all prior Agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to LIDB Storage.

RESALE ADDENDUM

TO LINE INFORMATION DATA BASE (LIDB)

STORAGE AGREEMENT

I. GENERAL

This Addendum sets forth the terms and conditions for Aeneas Communications's provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. BellSouth will store in its LIDB the billing number information provided by Aeneas Communications, and BellSouth will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.

II. DEFINITIONS

A. Billing number - a number used by BellSouth for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.

B. Line number - a ten-digit number assigned by BellSouth that identifies a telephone line associated with a resold local exchange service, or with a SPNP arrangement.

C. Special billing number - a ten-digit number that identifies a billing account established by BellSouth in connection with a resold local exchange service or with a SPNP arrangement.

D. Calling Card number - a billing number plus PIN number assigned by BellSouth.

E. PIN number - a four digit security code assigned by BellSouth which is added to a billing number to compose a fourteen digit calling card number.

F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by Aeneas Communications.

G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.

H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.

I. Billing number information - information about billing number or Calling Card number as assigned by BellSouth and toll billing exception indicator provided to BellSouth by Aeneas Communications.

III. RESPONSIBILITIES OF PARTIES

A. BellSouth will include billing number information associated with resold exchange lines or SPNP arrangements in its LIDB. Aeneas Communications will request any toll billing exceptions via the Local Service Request (LSR) form used to order resold exchange lines, or the SPNP service request form used to order SPNP arrangements.

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

C. BellSouth will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.

D. BellSouth is authorized to use the billing number information to perform the following functions for authorized users on an on-line basis:

1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BellSouth, and where the last four digits (PIN) are a security code assigned by BellSouth.

2. Determine whether Aeneas Communications has identified the billing number as one which should not be billed for collect or third number calls, or both.

Optional Daily Usage File

1. Upon written request from Aeneas Communications, BellSouth will provide the Optional Daily Usage File (ODUF) service to Aeneas Communications pursuant to the terms and conditions set forth in this section.

2. Aeneas Communications shall furnish all relevant information required by BellSouth for the provision of the Optional Daily Usage File.

3. The Optional Daily Usage Feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a Aeneas Communications customer.

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

4. The Optional Daily Usage Feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

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

6. The following specifications shall apply to the Optional Daily Usage Feed.

6.1 Usage To Be Transmitted

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

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

- Measured billable Local

- Directory Assistance messages

- IntraLATA Toll

- WATS and 800 Service

- N11

- Information Service Provider Messages

- Operator Services Messages

- Operator Services Message Attempted Calls (UNE only)

- Credit/Cancel Records

- Usage for Voice Mail Message Service

6.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on Optional Daily Usage File. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.

6.1.3 BellSouth will perform duplicate record checks on records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to Aeneas Communications.

6.1.4 In the event that Aeneas Communications detects a duplicate on Optional Daily Usage File they receive from BellSouth, Aeneas Communications will drop the duplicate message (Aeneas Communications will not return the duplicate to BellSouth).

6.2 Physical File Characteristics

6.2.1 The Optional Daily Usage File will be distributed to Aeneas Communications via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a variable block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.

6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and Aeneas Communications for the purpose of data transmission. Where a dedicated line is required, Aeneas Communications will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Aeneas

Communications will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Aeneas Communications. Additionally, all message toll charges associated with the use of the dial circuit by Aeneas Communications will be the responsibility of Aeneas Communications. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on Aeneas Communications end for the purpose of data transmission will be the responsibility of Aeneas Communications.

6.3 Packing Specifications

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

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

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

6.4 Pack Rejection

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

6.5 Control Data

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

6.6 Testing

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

Enhanced Optional Daily Usage File

1. Upon written request from Aeneas Communications, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to Aeneas Communications 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. Aeneas Communications shall furnish all relevant information required by BellSouth for the provision of the Enhanced Optional Daily Usage File.

3. The Enhanced Optional Daily Usage File (EODUF) will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.

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

5. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

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

7. The following specifications shall apply to the Optional Daily Usage Feed.

7.1 Usage To Be Transmitted

7.1.1 The following messages recorded by BellSouth will be transmitted to Aeneas Communications:

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

Date of Call

From Number

To Number

Connect Time

Conversation Time

Method of Recording

From RAO

Rate Class

Message Type

Billing Indicators

Bill to Number

7.1.2 BellSouth will perform duplicate record checks on EODUF records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to Aeneas Communications.

7.1.3 In the event that Aeneas Communications detects a duplicate on Enhanced Optional Daily Usage File they receive from BellSouth, Aeneas Communications will drop the duplicate message (Aeneas Communications will not return the duplicate to BellSouth).

7.2 Physical File Characteristics

7.2.1 The Enhanced Optional Daily Usage Feed will be distributed to Aeneas Communications over their existing Optional Daily Usage File (ODUF) feed. The EODUF messages will be intermingled among Aeneas Communications's Optional Daily Usage File (ODUF) messages. The EODUF will be a variable block format (2476) with an LRECL of 2472. The data on the EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays).

7.2.2 Data circuits (private line or dial-up) may be required between BellSouth and Aeneas Communications for the purpose of data transmission. Where a dedicated line is required, Aeneas Communications will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Aeneas Communications will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Aeneas Communications.

Additionally, all message toll charges associated with the use of the dial circuit by Aeneas Communications will be the responsibility of Aeneas Communications. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on Aeneas Communications's end for the purpose of data transmission will be the responsibility of Aeneas Communications.

7.3 Packing Specifications

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

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

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

BELLSOUTH/Aeneas RATES
ODUF/EODUF

		RATES BY STATE								
DESCRIPTION	**USOC**	**AL**	**FL**	**GA**	**KY**	**LA**	**MS**	**NC**	**SC**	**TN**
ODUF/EODUF/CMDS										
ODUF: Recording, per message	N/A	$0.0002	$0.008	$0.0001275	$0.0008611	$0.00019	$0.0001179	$0.0003	$0.0002862	$0.008
ODUF: Message Processing, per message	N/A	$0.0033	$0.004	$0.0082548	$0.0032357	$0.0024	$0.0032089	$0.0032	$0.0032344	$0.004
EODUF: Message Processing, per message	N/A	$0.004	$0.004	$0.0034555	$0.004	$0.004	$0.004	$0.004	$0.004	$0.004
ODUF: Message Processing, per magnetic tape provisioned	N/A	$55.19	$54.95	$28.85	$55.68	$47.30	$54.62	$54.61	$54.72	$54.95
ODUF: Data Transmission (CONNECT:DIRECT), per message	N/A	$0.00004	$0.001	$0.0000434	$0.0000365	$0.00003	$0.0000354	$0.00004	$0.0000357	$0.001
* Volume and term arrangements are also available.										

NOTES:
If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

Attachment 2

Network Elements and Other Services

TABLE OF CONTENTS

1. INTRODUCTION 3

2. UNBUNDLED LOOPS, INTEGRATED DIGITAL LOOP CARRIERS, NETWORK INTERFACES DEVICE, UNBUNDLED LOOP CONCENTRATION (ULC) SYSTEM, SUB LOOPS AND DARK FIBER 5

3. HIGH FREQUENCY SPECTRUM NETWORK ELEMENT 25

4. SWITCHING 29

5. UNBUNDLED NETWORK ELEMENT COMBINATIONS 38

6. TRANSPORT, CHANNELIZATION AND DARK FIBER 45

7. BELLSOUTH SWA 8XX TOLL FREE DIALING TEN DIGIT SCREENING SERVICE 52

8 LINE INFORMATION DATABASE (LIDB) 53

9 SIGNALING 56

10. OPERATOR CALL PROCESSING, INWARD OPERATOR SERVICES AND DIRECTORY ASSISTANCE SERVICES 65

11. CALLING NAME (CNAM) DATABASE SERVICE 71

12. BASIC 911 AND E911 73

13. TRUE-UP 74

LIDB Storage Agreement ..... Exhibit A

CNAM Database Service ..... Exhibit B

Rates ..... Exhibit C

ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

1. Introduction

1.1 This Attachment sets forth the unbundled network elements and combinations of unbundled network elements that BellSouth agrees to offer to Aeneas Communications in accordance with its obligations under Section 251(c)(3) of the Act. The specific terms and conditions that apply to the unbundled network elements are described below in this Attachment 2. The price for each unbundled network element and combination of unbundled Network Elements are set forth in Exhibit C of this Agreement.

1.2 For purposes of this Agreement**, "**Network Element**"** is defined to mean a facility or equipment provided by BellSouth on an unbundled basis as is used by the CLEC in the provision of a telecommunications service. These unbundled network elements are consistent with the requirements of the FCC 51.319 rule. For purposes of this Agreement, combinations of Network Elements shall be referred to as "Combinations."

1.2.1 Except as otherwise required by law, BellSouth shall not impose limitation restrictions or requirements or request for the use of the network elements or combinations that would impair the ability of Aeneas Communications to offer telecommunications service in the manner Aeneas Communications intends.

1.2.2 Except upon request by Aeneas Communications, BellSouth shall not separate requested network elements that BellSouth currently combines.

1.2.2.1 Unless otherwise ordered by an appropriate state or federal regulatory agency, currently combined Network Elements are defined as elements that are already combined within BellSouth's network to a given location.

1.3 BellSouth shall, upon request of Aeneas Communications, and to the extent technically feasible, provide to Aeneas Communications access to its network elements for the provision of Aeneas Communications's telecommunications service. If no rate is identified in the contract, the rate for the specific service or function will be as set forth in the applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

1.4 Aeneas Communications may purchase network elements and other services from BellSouth for the purpose of combining such network elements in any manner Aeneas Communications chooses to provide telecommunication services to its intended users, including recreating existing BellSouth services. With the exception of the sub-loop elements which are located outside of the central office, BellSouth shall deliver the network elements purchased by Aeneas

Communications for combining to the designated Aeneas Communications collocation space. The network elements shall be provided as set forth in this Attachment.

1.5 BellSouth shall comply with the requirements as set forth in the technical references within Attachment 2 to the extent that they are consistent with the greater of BellSouth's actual performance or applicable industry standards.

1.6 In the event that any effective legislative, regulatory, judicial or other legal action modifies or redefines the "Network Elements" in a manner which materially affects the terms of this Attachment or the Network Elements and/or prices set forth herein, either Party may, on thirty (30) days written notice, require renegotiation of such terms, and the Parties shall renegotiate in good faith such new terms in accordance with such legislative, regulatory, judicial or other legal action. In the event such new terms are not renegotiated within ninety (90) days after the notice for renegotiation, either Party may petition the Commission for resolution of the dispute between the Parties. Each Party reserves the right to seek judicial review of any Commission ruling concerning this Attachment.

1.7 Aeneas Communications will adopt and adhere to the standards contained in the applicable BellSouth Operational Understanding regarding maintenance of service.

1.8 Standards for Network Elements

1.8.1 BellSouth shall comply with the requirements set forth in the technical references, as well as any performance or other requirements identified in this Agreement, to the extent that they are consistent with the greater of BellSouth's actual performance or applicable industry standards.

1.8.2 If one or more of the requirements set forth in this Agreement are in conflict, the Parties shall mutually agree on which requirement shall apply. If the Parties cannot reach agreement, the dispute resolution process set forth in Section 12 of the General Terms and Conditions of this Agreement, incorporated herein by this reference, shall apply.

1.9 **Rates**

The prices that Aeneas Communications shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment. If Aeneas Communications purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.

1.10 **Operational Support Systems (OSS)**

The terms, conditions and rates for OSS are as set forth in Section 2.13 of this Attachment.

2. Unbundled Loops, Network Interfaces Device, Unbundled Loop Concentration (ULC) System, Sub loops and Dark Fiber

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of unbundled loops.

2.1 Unbundled Loops

2.1.1 Definition

2.1.2 The local loop network element ("Loop(s)") is defined as a transmission facility between a distribution frame (or its equivalent) in BellSouth's central office and the loop demarcation point at an end-user customer premises, including inside wire owned by BellSouth. The local loop network element includes all features, functions, and capabilities of the transmission facilities, including dark fiber and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers) and line conditioning.

2.1.3 The provisioning of service to a CLEC's collocation space will require cross-office cabling and cross-connections within the central office to connect the loop to a local switch or to other transmission equipment. These cross-connects are a separate component, that are not considered a part of the loop, and thus, have a separate charge.

2.1.4 BellSouth Order Coordination referenced in Attachment 2 includes two types: "Order Coordination" (OC) and "Order Coordination - Time Specific" (OC-TS).

2.1.5 "Order Coordination" refers to standard BellSouth service order coordination involving the reuse of facilities for SL2 voice loops and all digital loops, where Aeneas Communications is requesting that their loop order be provisioned over an existing circuit that is currently providing service to the end user. Order coordination for physical conversions will be scheduled at BellSouth's discretion during normal working hours on the committed due date and Aeneas Communications will be advised.

2.1.6 "Order Coordination – Time Specific" refers to service order coordination in which Aeneas Communications requests a specific time for a service order conversion to take place. Loops on a single service order of 14 or more loops will be provisioned on a project basis. This is a chargeable option for any coordinated order and is billed in addition to the OC charge. Aeneas Communications may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If Aeneas Communications specifies a time outside this window, or selects a time or quantity of loops that requires BellSouth technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied

according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances.

	Order Coordination	**Order Coordination – Time Specific**	**Test Points**	**DLR**	**Charge for Dispatch and Testing if No Trouble Found**
SL-1	Not available	Not available	Not available	Chargeable Option	Charged for Dispatch inside & outside Central Office
SL-2	Included	Chargeable Option*	Included	Included	Charged for Dispatch outside Central Office
Unbundled Digital Loop	Included	Chargeable Option* (except on Universal Digital Channel)	Included (where appropriate)	Included	Charged for Dispatch outside Central Office
Unbundled Copper Loop	Chargeable Option	Not available	Included	Included	Charged for Dispatch outside Central Office

*Order Coordination-Time Specific charge for orders due on same day at same location will be applied on a per LSR basis.

2.1.7 Where facilities are available, BellSouth will install loops in compliance with BellSouth's Interval Guide available at the website at http://www.interconnection.bellsouth.com. For orders of 14 or more loops, the installation will be handled on a project basis and the intervals will be set by the BellSouth project manager for that order. Some loops require a Service Inquiry (SI) to determine if facilities are available prior to issuing the order. The interval for the SI process is separate from the installation interval. For expedite requests by Aeneas Communications, expedite charges will apply for intervals less than 5 days. The charges outlined in BellSouth's FCC No. 1 Tariff, Section 5, will apply. If Aeneas Communications cancels an order for network elements and other services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with FCC No. 1 Tariff, Section 5.

2.1.8 If Aeneas Communications modifies an order after being sent a Firm Order Confirmation (FOC) from BellSouth, any costs incurred by BellSouth to accommodate the modification will be paid by Aeneas Communications.

2.1.9 BellSouth will offer Unbundled Voice Loops (UVL) in two different service levels - Service Level One (SL1) and Service Level Two (SL2).

2.1.10 SL1 loops will be non-designed, will not have test points, and will not come with any OCor engineering information/circuit make-up data. Upon issuance of an order in the service order system, SL1 loops will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type loops for its customers. If Aeneas Communications requests work to be done for SL1s that requires BellSouth technicians to work outside normal work hours, overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances.

2.1.11 SL2 loops shall have test points, will be designed with a design layout record provided to Aeneas Communications, and will be provided with OC. The OC feature will allow Aeneas Communications to coordinate the installation of the loop with the disconnect of an existing customer's service and/or number portability service. In these cases, BellSouth will perform the order conversion with standard order coordination at its discretion during normal work hours.

2.1.12 BellSouth will also offer Unbundled Digital Loops (UDL). UDL will be designed, will be provisioned with test points (where appropriate), and will come standard with OC and a Design Layout Record (DLR).

Due to technical limitations associated with certain Digital Loop Carrier (DLC) systems, some ISDN-capable loops that are provisioned using DLC systems may not support IDSL (Integrated Digital Subscriber Line) service. BellSouth will not reconfigure its ISDN-capable loop to support IDSL service.

Instead, BellSouth agrees to offer the Universal Digital Channel (UDC), which may also be referred to as an IDSL-capable loop as a part of its Unbundled Digital Loop offerings. The UDC loop is intended to be compatible with IDSL service and has the same physical characteristics and transmission specifications as BellSouth's ISDN-capable loop. These specifications are listed in BellSouth's TR73600.

Like the ISDN-capable loop, the UDC loop may be provisioned on copper or through a DLC system. However, when UDC loops are provisioned using a DLC system, BellSouth will ensure that they are only provisioned on time slots that are compatible with data-only services such as IDSL.

2.1.13 As a chargeable option on all loops except UVL-SL1, Universal Digital Channel (UDC) and Unbundled Copper Loop (UCL), BellSouth will offer OC-TS. This will allow Aeneas Communications the ability to specify the time that the coordinated conversion takes place. The OC-TS charge for orders due on the same day at the same location will be applied on a per Local Service Request (LSR) basis.

2.1.14 In addition to the UVLs and UDLs, BellSouth shall make available Unbundled Copper Loops (UCLs). The UCL will be a copper twisted pair loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters). The UCL will be offered in two versions - Short and Long. A short UCL (18 kft or less) will be provisioned according to Resistance Design parameters, may have up to 6kft of bridged tap and will have up to 1300 ohms of resistance. The long UCL (beyond 18kft) will be any dry copper pair longer than 18kft and may have up to 12kft of bridged tap and up to 2800 ohms of resistance. Unbundled Loop Modifications (ULM) may be used when a CLEC wants to condition copper loops by removing load coils and other intervening equipment. In almost every case, the UCL long will require ULM to remove load coils. BellSouth will only ensure electrical continuity and balance relative to tip and ring on UCLs.

2.1.15 The UCL is a designed circuit, is provisioned with a test point and comes standard with a DLR. OC will be offered as a chargeable option on all UCL loops. OC is required on UCLs where a reuse of existing facilities has been requested by Aeneas Communications. Order Coordination – Time Specific (OC-TS) will not be offered on UCLs.

2.1.16 The UCL is a dry copper loop and is not intended to support any particular telecommunications service. Aeneas Communications may use the UCL loop for a variety of services, including xDSL (e.g., ADSL and HDSL) services, by attaching appropriate terminal equipment of Aeneas Communications's choosing. Aeneas Communications will determine the type of service that will be provided over the loop.

2.1.17 Because the UCL loop shall be an unbundled loop offering that is separate and distinct from BellSouth's ADSL and HDSL capable loop offerings, Aeneas Communications agrees that BellSouth's UCL loop will not be held to the service level and performance expectations that apply to its ADSL and HDSL unbundled loop offerings. BellSouth shall only be obligated to maintain copper continuity and provide balance relative to tip and ring on UCL loops.

2.1.18 The UCL loop shall be provided to Aeneas Communications in accordance with BellSouth's Technical Reference 73600.

2.1.19 Aeneas Communications will be responsible for testing and isolating troubles on the loops. Once Aeneas Communications has isolated a trouble to the BellSouth provided loop, Aeneas Communications will issue a trouble to BellSouth on the loop. BellSouth will take the actions necessary to repair the loop if a trouble actually exists. BellSouth will repair these loops in the same time frames that BellSouth repairs similarly situated loops to its customers.

2.1.20 If Aeneas Communications reports a trouble on SL1 loops and no trouble actually exists, BellSouth will charge Aeneas Communications for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the loop's working status.

2.1.21 If Aeneas Communications reports a trouble on SL2 loops and no trouble actually exists, BellSouth will charge Aeneas Communications for any dispatching and testing, (outside the CO) required by BellSouth in order to confirm the loop's working status.

2.1.22 Technical Requirements

2.1.22.1 To the extent available within BellSouth's Network at a particular location, BellSouth will offer loops capable of supporting telecommunications services such as: POTS, Centrex, basic rate ISDN, analog PBX, voice grade private line, ADSL, HDSL, DS1 and digital data (up to 64 kb/s). If a requested loop type is not available, then the CLEC can use the Special Construction process to request that BellSouth place facilities or otherwise modify facilities in order to meet Aeneas Communications's request.

2.1.22.2 Aeneas Communications will be responsible for providing BellSouth with a Service Profile Identifier (SPID) associated with a particular ISDN-capable loop and end user. With the SPID, BellSouth will be able to adequately test the circuit and ensure that it properly supports ISDN service.

2.1.22.3 The loop will support the transmission, signaling, performance and interface requirements of the services described in 2.1.2 above. It is recognized that the requirements of different services are different, and that a number of types or grades of loops are required to support these services. Services provided over the loop by Aeneas Communications will be consistent with industry standards and BellSouth's TR73600.

2.1.22.4 Aeneas Communications may utilize the unbundled loops to provide any telecommunication service it wishes. However, BellSouth will only provision, maintain and repair the loops to the standards that are consistent with the type of loop ordered. For example, if Aeneas Communications orders an ISDN-capable loop but wants to use the loop for a service other than ISDN, BellSouth will only support that the loop is capable of providing ISDN service. For non-service specific loops (e.g. UCL, loops modified by Aeneas Communications using the Special Construction process), BellSouth will only support that the loop has copper continuity and balanced tip-and-ring.

2.1.22.5 In some instances, Aeneas Communications will require access to a copper twisted pair loop unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.), so that Aeneas Communications can use the loop for a variety of services by attaching appropriate terminal equipment at the ends. Aeneas

Communications will determine the type of service that will be provided over the loop. In some cases, Aeneas Communications may be required to pay additional charges for the removal of certain types of equipment. BellSouth's Unbundled Loop Modifications (ULM) process will be used to determine the costs and feasibility of these activities.

2.1.22.6 In those cases where Aeneas Communications has requested that BellSouth modify a loop so that it no longer meets the technical parameters of the original loop type (e.g., voice grade, ISDN, ADSL, etc.) the resulting modified loop will be ordered and maintained as a UCL.

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

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

2.2.1 Subject to applicable and effective FCC rules and orders, BellSouth shall condition loops, as requested by Aeneas Communications, whether or not BellSouth offers advanced services to the End User on that loop.

2.2.2 Loop conditioning is defined as the removal from the loop of any devices that may diminish the capability of the loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to, load coils, bridge taps, low pass filters, and range extenders.

2.2.3 The Unbundled Loop Modifications (ULM) offering provides the following elements: 1) removal of equipment on loops equal to or less than 18kft; 2) removal of equipment of loops longer than 18kft; and 3) removal of bridged-taps on loops of any length.

2.2.4 BellSouth shall recover the cost of line conditioning requested by Aeneas Communications through a recurring charge and/or nonrecurring charge(s) in accordance with the FCC's forward-looking pricing principles promulgated pursuant to Section 252 (d) (1) of the Act and in compliance with FCC Rule 52.507 (e).

2.3 **Integrated Digital Loop Carriers**

2.3.1 Where BellSouth uses Integrated Digital Loop Carrier (IDLC) systems to provide the local loop and BellSouth has a suitable alternate facility available, BellSouth will make arrangements to permit Aeneas Communications to order a contiguous local loop. To the extent it is technically feasible, these arrangements will provide Aeneas Communications with the capability to serve end users at a level that is at parity with the level of service BellSouth provides its customers. If no alternate facility is available, BellSouth will utilize its Special Construction (SC) process to

determine the additional costs required to provision the loop facilities. Aeneas Communications will then have the option of paying the SC rates to place the loop facilities or Aeneas Communications may chose some other method of providing service to the end-user (e.g., Resale, private facilities, etc.).

2.4 **Network Interface Device**

2.4.1 Definition

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

2.4.2 BellSouth shall permit Aeneas Communications to connect Aeneas Communications's loop facilities the end-user's inside wire through the BellSouth NID or at any other technically feasible point.

2.4.3 Access to Network Interface Device (NID)

2.4.3.1 Due to the wide variety of NIDs utilized by BellSouth (based on subscriber size and environmental considerations), Aeneas Communications may access the end user's wire by any of the following means: BellSouth shall allow Aeneas Communications to connect its loops directly to BellSouth's multi-line residential NID enclosures that have additional space and are not used by BellSouth or any other telecommunications carriers to provide service to the premise. It is the responsibility of Aeneas Communications to leave undisturbed the existing form of electrical protection and to maintain the physical integrity of the NID.

2.4.3.2 Where an adequate length of the end user's inside wire is present and environmental conditions permit, either Party may remove the inside wire from the other Party's NID and connect that wire to that Party's own NID; or

2.4.3.3 Enter the subscriber access chamber or "side" of "dual chamber" NID enclosures for the purpose of extending a connecterized or spliced jumper wire from the inside wiring through a suitable "punch-out" hole of such NID enclosures; or

2.4.3.4 Request BellSouth to make other rearrangements to the inside wiring terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting Party (i.e., Aeneas Communications, its agent, the building owner or the subscriber). Such charges will be billed to the requesting Party.

2.4.3.5 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 the CLEC's responsibility to ensure there is no safety hazard and will hold BellSouth harmless for any liability associated with the removal of the BellSouth loop from the BellSouth NID. Furthermore, it shall be the responsibility of the disconnecting Party, once the other Party's loop has been disconnected from the NID, to reconnect the disconnected loop to a nationally- recognized–testing-laboratory-listed station protector, which has been grounded as per Article 800 of the National Electrical Code. If no spare station protector exists in the NID, the disconnected loop must be appropriately cleared, capped and stored. If CLEC does not wish to accept these responsibilities, other options exist in which BellSouth installs a NID for the CLEC as a chargeable option.

2.4.3.6 In no case shall either Party remove or disconnect ground wires from BellSouth's NIDs, enclosures, or protectors.

2.4.3.7 In no case shall either Party remove or disconnect NID modules, protectors, or terminals from BellSouth's NID enclosures.

2.4.3.8 Due to the wide variety of NID enclosures and outside plant environments BellSouth will work with Aeneas Communications to develop specific procedures to establish the most effective means of implementing this Section, 2.4.3.

2.4.4 Technical Requirements

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

2.4.4.2 The NID shall be capable of transferring electrical analog or digital signals between the subscriber's inside wiring and the Distribution Media and/or cross connect to Aeneas Communications's NID, consistent with the NID's function at the Effective Date of this Agreement.

2.4.4.3 Where a BellSouth NID exists, it is provided in its "as is" condition. Aeneas Communications may request BellSouth do additional work to the NID in accordance with Section 2.4.3.8. When Aeneas Communications deploys its own local loops with respect to multiple-line termination devices, Aeneas Communications shall specify the quantity of NIDs connections that it requires within such device.

2.4.5 Interface Requirements

2.4.5.1 The NID shall be equal to or better than all of the requirements for NIDs set forth in the applicable industry standard technical references.

2.5 **Unbundled Loop Concentration (ULC) System**

2.5.1 BellSouth will provide to Aeneas Communications Unbundled Loop Concentration (ULC). Loop concentration systems in the central office concentrate the signals transmitted over local loops onto a digital loop carrier system. The concentration device is placed inside a BellSouth central office. BellSouth will offer ULC with a TR008 interface or a TR303 interface.

2.5.2 ULC will be offered in two sizes. System A will allow up to 96 BellSouth loops to be concentrated onto multiple DS1s. The high-speed connection from the concentrator will be at the electrical DS1 level and may connect to Aeneas Communications at Aeneas Communications's collocation site. System B will allow up to 192 BellSouth loops to be concentrated onto multiple DS1s. System A may be upgraded to a System B. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). All DS1 interfaces will terminate to the CLEC's collocation space. ULC service is offered with or without concentration and with or without protection. A Line Interface element will be required for each loop that is terminated onto the ULC system. Rates for ULC are as set forth in this Attachment.

2.6 **Sub-loop Elements**

2.6.1 Where facilities permit and subject to applicable and effective FCC rules and orders, BellSouth shall offer access to its Unbundled Sub Loop (USL) and Unbundled Sub-loop Concentration (USLC) System. BellSouth shall provide non-discriminatory access, in accordance with FCC Rule 51.311 and Section 251(c) (3) of the Act, to the sub-loop on an unbundled basis and pursuant to the following terms and conditions and the rates approved by the Commission and set forth in this Attachment.

2.6.2 Sub-loop components include but are not limited to the following:

2.6.2.1 Unbundled Sub-Loop Distribution;

2.6.2.2 Unbundled Sub-Loop Concentration/Multiplexing Functionality; and

2.6.2.3 Unbundled Sub-Loop Feeder.

2.7 **Unbundled Sub-Loop (distribution facilities)**

2.7.1 <u>Definition</u>

2.7.1.1 Subject to applicable and effective FCC rules and orders, the unbundled sub-loop distribution facility is dedicated transmission facility that BellSouth provides from a customer's point of demarcation to a BellSouth cross-connect device. The BellSouth cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. The unbundled sub-loop distribution media is a copper twisted pair that can be provisioned as a 2 Wire or 4 Wire facility. Following are the current sub-loop distribution offerings:

2.7.1.1.1 Voice grade Unbundled Sub-Loop Distribution (USL-D) is a sub-loop facility from the cross-box in the field up to and including the point of demarcation, at the end user's premises.

2.7.1.1.2 Unbundled Sub-Loop distribution facilities were originally built as part of the entire voice grade loop from the BellSouth central office to the customer network interface. Therefore, the voice grade Unbundled Sub-Loop may have load coils, which are necessary for transmission of voice grade services.

2.7.1.1.3 Unbundled Copper Sub-Loop (UCSL) is a non-loaded copper facility of any length provided from the cross-box in the field up to and including the end-user's point of demarcation.

2.7.1.1.3.1 If available, this facility will not have any intervening equipment such as load coils between the end-user and the cross-box.

2.7.2 If Aeneas Communications requests a UCSL and a non-loaded pair is not available, Aeneas Communications may order Unbundled Sub-Loop Modification to remove load coils and/or bridge tap from an existing sub-loop facility. If load coils are removed from an existing sub-loop, that sub-loop will be classified as a UCSL. Aeneas Communications may order Loop Make-up to determine what loop modifications will be required.

2.7.3 Unbundled Sub-Loop distribution facilities shall support functions associated with provisioning, maintenance and testing of the Unbundled Sub-Loop. For access to Voice Grade USL-D and UCSL, Aeneas Communications would be required to deliver a cable to the BellSouth remote terminal or cross-box in the field to provide continuity to Aeneas Communications's feeder facilities. This cable would be connected, by a BellSouth technician, within the BellSouth RT/cross-box during the set-up process. Aeneas Communications's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.

2.7.4 Unbundled Sub-Loop – Intrabuilding Network Cable (USL-INC) (a.k.a. riser cable) is the distribution facility inside a subscriber's building or between buildings on one customer's same premises (continuous property not separated by a public street or road). USL-INC includes the facility from the cross-connect device in the

building equipment room up to and including the point of demarcation, at the end user's premises.

2.7.4.1 In a scenario that requires connection in a building equipment room, BellSouth will install a cross connect panel for the purpose of accessing USL-INC pairs. The cross-connect panel will function as a single point of interconnection (SPOI) for USL-INC and will be accessible by multiple carriers as space permits. BellSouth will place cross-connect blocks in 25-pair increments for Aeneas Communications's use on this cross-connect panel. Aeneas Communications will be responsible for connecting its facilities to the 25-pair cross-connect block(s).

2.7.5 BellSouth will provide Unbundled Sub-Loops where possible. Through the firm order Service Inquiry (SI) process, BellSouth will determine if it is feasible to place the required facilities where Aeneas Communications has requested access to Unbundled Sub-Loops. If existing capacity is sufficient to meet the CLEC demand, then BellSouth will perform the set-up work as described in Section 2.7.6. If any work must be done to modify existing BellSouth facilities or add new facilities (other than adding the cross-connect panel in a building equipment room as noted in Section 2.7) to accommodate Aeneas Communications's request for Unbundled Sub-Loops, Aeneas Communications may request BellSouth's Special Construction (SC) process to determine additional costs required to provision the Unbundled Sub-Loops. Aeneas Communications will have the option of paying the SC charges to modify the BellSouth facilities.

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

2.7.6.1 Once the set-up is complete, the CLEC will request sub-loop pairs through submission of a Local Service Request (LSR) form to the Local Carrier Service Center (LCSC). Order Coordination is required with USL pair provisioning when Aeneas Communications requests reuse of an existing facility and is in addition to the USL pair rate. For expedite requests by Aeneas Communications for sub-loop pairs, expedite charges will apply for intervals less than 5 days.

2.7.6.2 Unbundled Sub-Loop shall be equal to or better than each of the applicable requirements set forth in the applicable industry standard technical references.

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

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

2.8.1 BellSouth agrees to offer its Unbundled Network Terminating Wire (UNTW) to Aeneas Communications pursuant to the following terms and conditions at rates as set forth in this Attachment.

2.8.2 Definition

2.8.2.1 Subject to applicable and effective FCC rules and orders, UNTW is a dedicated transmission facility that BellSouth provides from the Wiring Closet /Garden Terminal (or other type of cross-connect point) at the point of termination of BellSouth's loop distribution facilities to the end user's point of demarcation. UNTW is the final portion of the loop owned by BellSouth.

2.8.3 Requirements

2.8.3.1 On a multi-unit premises where Provisioning Party owns the network terminating wire, and by request of Requesting Party, 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.

2.8.3.2 In new construction where possible, both Parties may at their option and with the property owner's agreement install their own Network Terminating Wire (NTW). In existing construction, 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 Upon notice from the Requesting Party to the Provisioning Party that the Requesting Party desires access to the Provisioning Party's UNTW pairs in 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 Access Terminal installation, location and addresses of the Access Terminals and to discuss an estimated completion date. Upon completion of site visit, the Requesting Party will submit a Service Inquiry (SI) to the person or organization designated by the Provisioning Party to receive the SI. The SI will initiate the work for the Provisioning Party to begin the Access Terminal installation. In multi-tenant unit (MTU) scenarios, Provisioning Party will provide access to UNTW pairs on an Access Terminal(s). By request of the Requesting Party, an Access Terminal will be installed either adjacent to each Provisioning Party's Garden Terminal or inside each Wiring Closet on the requested MTU. All the UNTW pairs served by a Garden Terminal/Wiring Closet will be made available on the Access Terminals. Requesting Party will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. Requesting Party may access any available pair on an Access Terminal unless the Provisioning Party or another service provider is using the pair to concurrently provide service. Prior to connecting Requesting Party's service on a pair previously used by Provisioning Party, Requesting Party is responsible for ensuring

the end-user is no longer using Provisioning Party's service or another CLEC's service before accessing UNTW pairs.

2.8.3.4 Provisioning Party will use best efforts to complete installation of the Access Terminals within 30 business days of the receipt by the Provisioning Party of the Service Inquiry from the Requesting Party.

2.8.3.5 Requesting Party is responsible for obtaining the property owner's permission for Provisioning Party to install an Access Terminal(s) on behalf of the Requesting Party. The submission of the SI by the Requesting Party will serve as certification by the Requesting Party that such permission has been obtained.

2.8.3.6 Requesting Party will be billed for non-recurring and recurring charges for accessing UNTW pairs at the time the Requesting Party activates the pair(s). Aeneas Communications will report use of the UNTW pairs on a Local Service Request (LSR) form submitted to BellSouth's Local Carrier Service Center (LCSC).

2.8.3.7 Requesting Party will isolate and report repair problems to the UNE center. Requesting Party must tag the UNTW pair that requires repair. If Provisioning Party dispatches a technician on a reported trouble call and no UNTW trouble is found, Provisioning Party will charge Requesting Party for time spent on the dispatch and testing the UNTW pair(s).

2.8.3.8 If Requesting Party initiates the Access Terminal installation and the Requesting Party has not activated at least one pair on the Access Terminal installed pursuant to Requesting Party's request for an Access Terminal within 6 months of installation of the Access Terminal, Provisioning Party will bill Requesting Party a non-recurring charge equal to the actual cost of provisioning the Access Terminal.

2.8.3.9 If Provisioning Party determines that Requesting Party is using the UNTW pairs without reporting such usage to BellSouth, the following charges shall apply in addition to any fines which may be established by state commissions and any other remedies at law or in equity available to the Provisioning Party:

2.8.3.10 If Requesting Party issued a LSR to disconnect an end-user from BellSouth in order to use a UNTW pair, Requesting Party will be billed for the use of the pair back to the disconnect order date.

2.8.3.11 If Requesting Party activated a UNTW pair on which Provisioning Party was not previously providing service, Requesting Party will be billed for the use of that pair back to the date the end-user began receiving service using that pair. Upon request, Requesting Party will provide copies of its billing record to substantiate such date. If Requesting Party fails to provide such records, then Provisioning Party will bill the Requesting Party back to the date of the Access Terminal installation.

2.9 **Unbundled Sub-Loop Concentration System (USLC)**

2.9.1 Where facilities permit and where necessary to comply with an effective Commission order, BellSouth will provide Aeneas Communications with the ability to concentrate its sub-loops onto multiple DS1s back to the BellSouth Central Office. The DS1s will then be terminated into Aeneas Communications's collocation space. TR-008 and TR303 interface standards are available.

2.9.2 USLC, using the Lucent Series 5 equipment, will be offered in two different systems. System A will allow up to 96 of Aeneas Communications's sub-loops to be concentrated onto multiple DS1s. System B will allow an additional 96 of Aeneas Communications's sub-loops to be concentrated onto multiple DS1s. One System A may be supplemented with one System B and they both must be physically located in a single Series 5 dual channel bank. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). The DS1 level facility that connects the RT site with the serving wire center is known as a Feeder Interface. All DS1 Feeder Interfaces will terminate to the CLEC's collocation space within the SWC that serves the RT where the CLEC's sub-loops are connected. USLC service is offered with or without concentration and with or without a protection DS1.

2.9.3 In these scenarios Aeneas Communications would be required to place a cross-box, remote terminal (RT), or other similar device and deliver a cable to the BellSouth RT. This cable would be connected, by a BellSouth technician, to a cross-connect panel within the BellSouth RT/cross-box and would allow Aeneas Communications's sub-loops to then be placed on the ULSC and transported to their collocation space at a DS1 level.

2.10 **Unbundled Sub-Loop Feeder**

2.10.1 Definition

2.10.1.1 Unbundled Sub-Loop Feeder (USLF) provides connectivity between BellSouth's central office and its cross-box (or other access point) that serves an end user location.

2.10.2 USLF is intended to be utilized for voice traffic and can be configured as 2-wire voice (USLF-2W/V) or 4-wire voice (USLF-4W/V).

2.10.3 USLF can also be utilized for digital traffic and can be configured as 2-wire ISDN (USLF-2W/I); 2-wire Copper (USLF-2W/C); 4-wire Copper (USLF-4W/C) facilities: 4-wire DS0 level loop (USLF-4W/D0); or 4-wire DS1 and ISDN (USLF-4W/DI).

2.10.4 USLF will provide the facilities needed to provision a 2W or 4W communications pathway from the BellSouth central office to the BellSouth cross-box. This

element will allow for the connection of Aeneas Communications's loop distribution elements onto BellSouth's feeder system.

2.10.5 Requirements

2.10.5.1 Aeneas Communications will extend its compatible cable to BellSouth's cross-box. The cable will then be connected to a panel inside the BellSouth cross-box to the requested level of feeder element. In those cases when there is no room in the BellSouth cross-box to accommodate the additional cross-connect panels mentioned above, BellSouth will utilize its Special Construction process to determine the costs to provide the sub-loop feeder element to Aeneas Communications. Aeneas Communications will then have the option of paying the special construction charges or canceling the order.

2.10.5.2 USLF will be a designed circuit and BellSouth will provide a Design Layout Record (DLR) for this element.

2.10.5.3 BellSouth will provide USLF elements in accordance with applicable industry standards for these types of facilities. Where industry standards do not exist, BellSouth's TR73600 will be used to determine performance parameters.

2.11 **Dark Fiber**

2.11.1 Definition

2.11.1.1 Dark Fiber is optical transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics that connects two points within BellSouth's network. Dark Fiber is unused strands of optical fiber. It may be strands of optical fiber existing in aerial or underground structure. No line terminating elements terminated to such strands to operationalize its transmission capabilities will be available.

2.11.2 Requirements

2.11.2.1 BellSouth shall make available Dark Fiber where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. If BellSouth has plans to use the fiber within a two –year planning period, there is no requirement to provide said fiber to Aeneas Communications.

2.11.2.2 If the requested dark fiber has any lightwave repeater equipment interspliced to it, BellSouth will remove such equipment at Aeneas Communications's request subject to time and materials charges.

2.11.2.3 Aeneas Communications may test the quality of the Dark Fiber to confirm its usability and performance specifications.

2.11.2.4 BellSouth shall use its best efforts to provide to Aeneas Communications information regarding the location, availability and performance of Dark Fiber within ten (10) business days for a records-based answer and twenty (20) business days for a field-based answer, after receiving a request from Aeneas Communications ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). From the time of the Request to one hundred and twenty (120) days after Confirmation, BellSouth shall hold such requested Dark Fiber for Aeneas Communications's use and may not allow any other Party to use such media, including BellSouth. If a Dark Fiber firm order is not received within the one hundred and twenty day period, the fiber will revert to BellSouth's Dark Fiber inventory.

2.11.2.5 BellSouth shall use its best efforts to make Dark Fiber available to Aeneas Communications within thirty (30) business days after it receives written confirmation from Aeneas Communications that the Dark Fiber previously deemed available by BellSouth is wanted for use by Aeneas Communications. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable Aeneas Communications to connect or splice Aeneas Communications provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.

2.11.2.6 Dark Fiber shall meet the manufacturer's design specifications.

2.11.2.7 Aeneas Communications may splice and test Dark Fiber obtained from BellSouth using Aeneas Communications or Aeneas Communications designated personnel. BellSouth shall provide appropriate interfaces to allow splicing and testing of Dark Fiber. BellSouth shall provide an excess cable length of 25 feet minimum (for fiber in underground conduit) to allow the uncoiled fiber to reach from the manhole to a splicing van.

2.12 **Rates**

The prices that Aeneas Communications shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

2.13 **Operational Support Systems (OSS)**

2.13.1 BellSouth has developed and made available the following electronic interfaces by which Aeneas Communications may submit LSRs electronically.

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

2.13.2 LSRs submitted by means of one of these electronic interfaces will incur an OSS electronic ordering charge as specified in the table below. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs

submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

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

2.13.3 Denial/Restoral OSS Charge

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

2.13.4 Cancellation OSS Charge

2.13.4.1 Aeneas Communications will incur an OSS charge for an accepted LSR that is later canceled by Aeneas Communications.

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

2.13.5 Network Elements and Other Services Manual Additive

2.13.5.1 The Commissions in some states have ordered per-element manual additive non-recurring charges (NRC) for Network Elements and Other Services ordered by means other than one of the interactive interfaces. These ordered Network Elements and Other Services manual additive NRCs will apply in these states, rather than the charge per LSR. The per-element charges are listed on the Rate Tables in Exhibit C.

2.14 **Preordering Loop Makeup (LMU)**

2.14.1 Description of Service

2.14.1.1 BellSouth shall make available to Aeneas Communications loop makeup (LMU) data for BellSouth's network facilities. This section addresses LMU as a *preordering* transaction, distinct from Aeneas Communications ordering any other

service(s). Loop Makeup *Service Inquiries (LMUSI) for preordering loop makeup* are likewise unique from other preordering functions with associated service inquiries (SI) as described in this Agreement.

2.14.1.2 BellSouth will provide Aeneas Communications with loop makeup 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 devises, feeder/distribution interfaces, bridge taps, load coils, pair-gain devices; the loop length; and the wire gauge. The LMUSI may be utilized by Aeneas Communications for the purpose of determining whether the loop requested is capable of supporting DSL service or other advanced data services. The determination shall be made solely by Aeneas Communications and BellSouth shall not be liable in any way for the performance of the advanced data services provisioned over said loop.

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

2.14.1.4 BellSouth offers LMU information for the sole purpose of allowing Aeneas Communications to determine whether, in Aeneas Communications's judgment, BellSouth's loops will support the specific services that Aeneas Communications wishes to provide over those loops. Aeneas Communications may choose to use equipment that it deems will enable it to provide a certain type and level of service over a particular BellSouth loop; however, such configurations may not match BellSouth's or the industry's standards and specifications for the intended type and level of service. Accordingly, Aeneas Communications shall be responsible for insuring that the specific loop type (ADSL, HDSL, or otherwise) ordered on the LSR matches the LMU of the facility requested. Aeneas Communications bears full responsibility for being knowledgeable of BellSouth's technical standards and the specifications of BellSouth's loops. Aeneas Communications bears full responsibility for making the appropriate ordering decisions of matching BellSouth loops with Aeneas Communications's equipment for accomplishing Aeneas Communications's end goal for the intended service it wishes to provide its end-user(s). Aeneas Communications is fully responsible for any of its service configurations that may differ from BellSouth's technical standard for the loop type ordered.

2.14.2 Submitting Loop Makeup Service Inquiries

2.14.2.1 Aeneas Communications will be able to obtain LMU information by submitting a LMUSI mechanically or manually. **Mechanized** LMUSIs should be submitted through BellSouth's Operational Support Systems interfaces. After obtaining the resulting loop data from the mechanized LMUSI process, if Aeneas Communications determines that it needs further loop data information in order to make a determination of loop service capability, Aeneas Communications may

initiate a separate manual SI for a separate nonrecurring charge as set forth in Section 2.14.3. Mechanized LMU has been made available for limited deployment to those CLECs that have effective X-Digital Subscriber Line (xDSL) Beta Test Agreements in place with BellSouth. CLECs will be notified once a successful Beta Test has been completed, and mechanized LMU shall then be available to Aeneas Communications.

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

2.14.3 LMUSI Types and Associated Charges

Aeneas Communications may request LMU information by submitting LMUSIs in accordance with the rate elements in Exhibit C.

2.14.3.1 Aeneas Communications will be assessed a nonrecurring charge for each facility queried as specified in Exhibit C. Rates for all states are interim and subject to true-up pending approval of final rates by the respective State Commissions. True-ups will be retroactive to the effective date of this Agreement.

2.14.3.2 Aeneas Communications may reserve facilities for up to four (4) days in connection with a LMUSI. Reserved facilities for which Aeneas Communications does not plan to place a UNE local service request (LSR) should be cancelled by Aeneas Communications. Should Aeneas Communications wish to cancel a reservation on a spare facility, the cancellation will require a facility reservation number (RESID/FRN).

2.14.3.3 The reservation holding timeframe is a maximum of four days from the time that BellSouth's LMU data is returned to Aeneas Communications for the facility queried. During this holding time and prior to Aeneas Communications's placing an LSR, the reserved facilities are rendered unavailable to other customers, whether for CLEC(s) or for BellSouth. Notwithstanding the foregoing, BellSouth does not guarantee that a reservation will assure Aeneas Communications's ability to order the exact facility reserved.

2.14.3.4 If Aeneas Communications does not submit an LSR for a UNE service on a reserved facility within the four-day reservation timeframe, the reservation of that spare facility will become invalid and the facility will be released.

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

2.14.4 Ordering of Other UNE Services

2.14.4.1 Whenever Aeneas Communications has reserved a facility through BellSouth's preordering LMU service, should Aeneas Communications seek to place a subsequent UNE LSR on a reserved facility, Aeneas Communications shall provide BellSouth the RESID/FRN of the single spare facility on the appropriate UNE LSR., Aeneas Communications will be billed the appropriate rate element for the specific type UNE loop ordered by Aeneas Communications as set forth in this Attachment. Aeneas Communications will not be billed any additional Loop Makeup charges for the loop so ordered. Should Aeneas Communications choose to place a UNE LSR having previously submitted a request for *preordering LMU without a reservation*, Aeneas Communications will be billed the appropriate rate element for the specific UNE loop ordered as well as additional Loop Makeup charges as set forth in this Attachment. Rates are provided in Exhibit C in this Attachment.

2.14.4.2 Where Aeneas Communications submits an LSR to order facilities reserved during the LMUSI process, BellSouth will use its best efforts to assign to Aeneas Communications the facility reserved as indicated on the return of the LMU. Multi-facility reservations per single RESID/FRN as provided with the mechanized LMUSI process are less likely to result in the specific assignment requested by Aeneas Communications. For those occasions when BellSouth cannot assign the specific facility reserved by Aeneas Communications during the LMU pre-ordering transaction, due to incomplete or incorrect information provided by Aeneas Communications during the ordering process, BellSouth will assign to Aeneas Communications, subject to availability, a facility that meets the BellSouth technical standards of the BellSouth type loop as ordered by Aeneas Communications. If the ordered loop type is not available, Aeneas Communications may utilize the Unbundled Loop Modification process or the Special Construction process, as applicable, to obtain the loop type ordered.

2.15 **Rates**

The prices that Aeneas Communications shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment. If Aeneas Communications purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.

2.16 **Operational Support Systems (OSS)**

The terms, conditions and rates for OSS are as set forth in Section 2.13 of this Attachment.

3. High Frequency Spectrum Network Element

3.1 General

3.1.1 BellSouth shall provide Aeneas Communications access to the high frequency portion of the local loop as an unbundled network element only where BellSouth is the voice service provider to the end user ("High Frequency Spectrum") at the rates set forth in Exhibit C. BellSouth shall provide Aeneas Communications with the High Frequency Spectrum irrespective of whether BellSouth chooses to offer xDSL services on the loop.

3.1.2 The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow Aeneas Communications the ability to provide Digital Subscriber Line ("xDSL") data services to the end user for which BellSouth provides voice services. The High Frequency Spectrum shall be available for any version of xDSL presumed acceptable for deployment pursuant to 47 CFR Section 51.230, including, but not limited to, ADSL, HDSL, and any other xDSL technology that is presumed to be acceptable for deployment pursuant to FCC rules. BellSouth will continue to have access to the low frequency portion of the loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. Aeneas Communications shall only use xDSL technology that is within the PSD mask parameters set forth in T1.413 or other applicable industry standards. Aeneas Communications shall provision xDSL service on the High Frequency Spectrum in accordance with the applicable Technical Specifications and Standards.

3.1.3 The following loop requirements are necessary for Aeneas Communications to be able to access the High Frequency Spectrum: an unconditioned, 2-wire copper loop. An unconditioned loop is a copper loop with no load coils, low-pass filters, range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601. BellSouth will provide Aeneas Communications access to the Unbundled Loop Modification (Line Conditioning), in accordance with Section 2.2 of this Agreement. BellSouth is not required to condition a loop for access to the high frequency spectrum if conditioning of that loop significantly degrades BellSouth's voice service. If Aeneas Communications requests that BellSouth condition a loop longer than 18,000 ft. and such conditioning significantly degrades the voice services on the loop, Aeneas Communications shall pay for the loop to be restored to its original state.

3.1.4 Aeneas Communications's termination point is the point of termination for Aeneas Communications on the toll main distributing frame in the central office ("Termination Point"). BellSouth will use jumpers to connect Aeneas Communications's connecting block to the splitter. The splitter will route the

High Frequency Spectrum on the circuit to Aeneas Communications's xDSL equipment in Aeneas Communications's collocation space.

3.1.5 Aeneas Communications shall have access to the splitter for test purposes, irrespective of where the splitter is placed in the BellSouth premises.

3.2 Provisioning of High Frequency Spectrum and Splitter Space

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

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

3.2.1.2 Once a splitter is installed on behalf of Aeneas Communications in a central office, Aeneas Communications shall be entitled to order the High Frequency Spectrum on lines served out of that central office.

3.2.1.2.1 BellSouth will bill and Aeneas Communications shall pay the SOMAN and SOMEC charges as described in Section 2.13 of this Agreement when Aeneas Communications orders High Frequency Spectrum for end-user service.

3.2.1.3 BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide Aeneas Communications access to data ports on the splitter. At least 30 days before making a change in splitter suppliers, BellSouth will provide Aeneas Communications with a carrier notification letter, informing Aeneas Communications of change. Aeneas Communications shall purchase ports on the splitter as set forth more fully below.

3.2.1.4 BellSouth will install the splitter in (i) a common area close to the Aeneas Communications collocation area, if possible; or (ii) in a BellSouth relay rack as close to the Aeneas Communications DS0 termination point as possible. For purposes of this section, a common area is defined as an area in the central office in which both Parties have access to a common test access point. BellSouth will cross-connect the splitter data ports to a specified Aeneas Communications DS0 at such time that a Aeneas Communications end user's service is established.

3.2.1.5 The High Frequency Spectrum shall only be available on loops on which BellSouth is also providing, and continues to provide, analog voice service directly to the end user. In the event the end-user terminates its BellSouth provided voice service for any reason, and Aeneas Communications desires to continue providing xDSL service on such loop, Aeneas Communications shall be required to purchase a full stand-alone loop unbundled network element. In the event BellSouth disconnects

the end-user's voice service pursuant to its tariffs or applicable law, and Aeneas Communications desires to continue providing xDSL service on such loop, Aeneas Communications shall be permitted to continue using the line by purchasing the full stand-alone loop unbundled network element. To the extent commercially practicable, BellSouth shall give Aeneas Communications notice in a reasonable time prior to disconnect, which notice shall give Aeneas Communications an adequate opportunity to notify BellSouth of its intent to purchase such loop. In those cases in which BellSouth no longer provides voice service to the end user and Aeneas Communications purchases the full stand-alone loop, Aeneas Communications may elect the type of loop it will purchase. Aeneas Communications will pay the appropriate recurring and non-recurring rates for such loop as set forth in Exhibit C to this Attachment. In the event Aeneas Communications purchases a voice grade loop, Aeneas Communications acknowledges that such loop may not remain xDSL compatible.

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

3.3 Ordering

3.3.1 To order High Frequency Spectrum on a particular loop, Aeneas Communications must have a DSLAM collocated in the central office that serves the end-user of such loop. Aeneas Communications may order splitters in a central office once it has installed its Digital Subscriber Line Access Multiplexer ("DSLAM") in that central office. BellSouth will install these splitters within the interval provided in paragraph 3.2.1.1.

3.3.2 BellSouth will devise a splitter order form that allows Aeneas Communications to order splitter ports in increments of 24 ports.

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

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

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

3.3.4 BellSouth will provide to Aeneas Communications BellSouth's Loop Qualification System that BellSouth uses to qualify loops for its own ADSL offering as described below.

3.3.5 BellSouth will provide Aeneas Communications access to the Preordering Loop Makeup (LMU), in accordance with Section 2.14 of this Agreement. BellSouth shall bill and Aeneas Communications shall pay the rates for such services, as described in Exhibit C.

3.4 Maintenance and Repair

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

3.4.2 BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the customer's premises and the Termination Point of demarcation in the central office. Aeneas Communications will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.

3.4.3 Aeneas Communications shall inform its end users to direct data problems to Aeneas Communications, unless both voice and data services are impaired, in which event the end users should call BellSouth.

3.4.4 Once a Party has isolated a trouble to the other Party's portion of the loop, the Party isolating the trouble shall notify the end user that the trouble is on the other Party's portion of the loop.

3.4.5 In the event Aeneas Communications's deployment of xDSL on the High Frequency Spectrum significantly degrades the performance of other advanced services or of BellSouth's voice service on the same loop, BellSouth shall notify Aeneas Communications and allow twenty-four (24) hours to cure the trouble. If Aeneas Communications fails to resolve the trouble, BellSouth may discontinue Aeneas Communications's access to the High Frequency Spectrum on such loop.

3.5 **Rates**

The prices that Aeneas Communications shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment. If Aeneas Communications purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.

3.6 **Operational Support Systems (OSS)**

The terms, conditions and rates for OSS are as set forth in Section 2.13 of this Attachment.

4. Switching

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of local and tandem switching.

4.1 Local Switching

4.1.1 BellSouth shall provide non-discriminatory access to local circuit switching capability, and local tandem switching capability, on an unbundled basis, except as set forth below in Section 4.1.3.3 to Aeneas Communications for the provision of a telecommunications service. BellSouth shall provide non-discriminatory access to packet switching capability on an unbundled basis to Aeneas Communications for the provision of a telecommunications service only in the limited circumstance described below in Section 4.4.

4.1.2 Except as otherwise provided herein, BellSouth shall not impose any restrictions on Aeneas Communications regarding the use of Switching Capabilities purchased from BellSouth provided such use does not result in demonstrable harm to either the BellSouth network or personnel or the use of the BellSouth network by BellSouth or any other telecommunication carrier.

4.1.3 **Local Circuit Switching Capability, including Tandem Switching Capability**

4.1.3.1 Definition

Local Circuit Switching Capability is defined as: (A) line-side facilities, which include, but are not limited to, the connection between a loop termination at a main distribution frame and a switch line card; (B) trunk-side facilities, which include, but are not limited to, the connection between trunk termination at a trunk-side cross-connect panel and a switch trunk card; and (C) all features, functions, and capabilities of the switch, which include, but are not limited to: (1) the basic switching function of connecting lines to lines, line to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to BellSouth's customers, such as a telephone number, white page listings, and dial tone; and (2) all other features that the switch is capable of providing, including but not limited to customer calling, customer local area signaling service features, and Centrex, as well as any technically feasible customized routing functions provided by the switch; (D) switching provided by remote switching modules.

4.1.3.2 Notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth shall not be required to unbundle local circuit switching for Aeneas Communications when Aeneas Communications serves end-users with four (4) or more voice-grade (DS-0) equivalents or lines in locations served by BellSouth's

local circuit switches, which are in the following MSAs: Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, and BellSouth has provided non-discriminatory cost based access to the Enhanced Extended Link (EEL) throughout Density Zone 1 as determined by NECA Tariff No. 4 as in effect on January 1, 1999.

4.1.3.3 In the event that Aeneas Communications orders local circuit switching for a single end user account name at a single physical end user location with four (4) or more 2-wire voice-grade loops from a BellSouth central office in an MSA listed above, BellSouth shall charge Aeneas Communications the market based rate in Exhibit C for use of the local circuit switching functionality for the affected facilities.

4.1.3.4 A featureless port is one that has a line port, switching facilities, and an interoffice port. A featured port is a port that includes all features then capable or a number of then capable features specifically requested by Aeneas Communications. Any features that are not currently then capable but are technically feasible through the switch can be requested through the NBR/BFR process.

4.1.3.5 BellSouth will provide to Aeneas Communications customized routing of calls: (i) to a requested directory assistance services platform; (ii) to an operator services platform pursuant to Section 10 of Attachment 2; (iii) for Aeneas Communications's PIC'ed toll traffic in a two (2) PIC environment to an alternative OS/DA platform designated by Aeneas Communications. Aeneas Communications customers may use the same dialing arrangements as BellSouth customers.

4.1.3.6 Remote Switching Module functionality is included in Switching Capability. The switching capabilities used will be based on the line side features they support.

4.1.3.7 Switching Capability will also be capable of routing local, intraLATA, interLATA, and calls to international customer's preferred carrier; call features (e.g. call forwarding) and Centrex capabilities.

4.1.3.8 Where required to do so in order to comply with an effective Commission order, BellSouth will provide to Aeneas Communications purchasing local BellSouth switching and reselling BellSouth local exchange service under Attachment 1, selective routing of calls to a requested directory assistance services platform or operator services platform. Aeneas Communications customers may use the same dialing arrangements as BellSouth customers, but obtain a Aeneas Communications branded service.

4.1.4 Technical Requirements

4.1.4.1 The requirements set forth in this Section apply to Local Switching, but not to the Data Switching function of Local Switching.

4.1.4.2 Local Switching shall be equal to or better than the requirements for Local Switching set forth in the applicable industry standard technical references.

4.1.4.3 When applicable, BellSouth shall route calls to the appropriate trunk or lines for call origination or termination.

4.1.4.4 Subject to this section, BellSouth shall route calls on a per line or per screening class basis to (1) BellSouth platforms providing Network Elements or additional requirements (2) Operator Services platforms, (3) Directory Assistance platforms, and (4) Repair Centers. Any other routing requests by Aeneas Communications will be made pursuant to the BFR/NBR Process as set forth in General Terms and Conditions.

4.1.4.5 BellSouth shall provide unbranded recorded announcements and call progress tones to alert callers of call progress and disposition.

4.1.4.6 BellSouth shall activate service for Aeneas Communications customer or network interconnection on any of the Local Switching interfaces. This includes provisioning changes to change a customer from BellSouth's services to Aeneas Communications's services without loss of switch feature functionality as defined in this Agreement.

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

4.1.4.8 BellSouth shall repair and restore any equipment or any other maintainable component that may adversely impact Local Switching.

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

4.1.4.10 BellSouth shall perform manual call trace and permit customer originated call trace.

4.1.4.11 Special Services provided by BellSouth will include the following:

4.1.4.11.1 Telephone Service Prioritization;

4.1.4.11.2 Related services for handicapped;

4.1.4.11.3 Soft dial tone where required by law; and

4.1.4.11.4 Any other service required by law.

4.1.4.12 BellSouth shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch (STPS). These capabilities shall adhere to the technical specifications set forth in the applicable industry standard technical references.

4.1.4.13 BellSouth shall provide interfaces to adjuncts through Telcordia (formerly BellCore) standard interfaces. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors.

4.1.4.14 BellSouth shall provide performance data regarding a customer line, traffic characteristics or other measurable elements to Aeneas Communications, upon a reasonable request from Aeneas Communications. Aeneas Communications will pay BellSouth for all costs incurred to provide such performance data through the Business Opportunity Request process.

4.1.4.15 BellSouth shall offer Local Switching that provides feature offerings at parity to those provided by BellSouth to itself or any other Party.

4.1.4.16 BellSouth shall offer to Aeneas Communications all AIN triggers in connection with its SMS/SCE offering which are supported by BellSouth for offering AIN-based services

4.1.4.17 Where capacity exists, BellSouth shall assign each Aeneas Communications customer line the class of service designated by Aeneas Communications (e.g., using line class codes or other switch specific provisioning methods), and shall route directory assistance calls from Aeneas Communications customers to Aeneas Communications directory assistance operators at Aeneas Communications's option.

4.1.4.18 Where capacity exists, BellSouth shall assign each Aeneas Communications customer line the class of services designated by Aeneas Communications (e.g., using line class codes or other switch specific provisioning methods) and shall route operator calls from Aeneas Communications customers to Aeneas Communications operators at Aeneas Communications's option. For example, BellSouth may translate 0- and 0+ intraLATA traffic, and route the call through appropriate trunks to Aeneas Communications Operator Services Position System (OSPS). Calls from Local Switching must pass the ANI-II digits unchanged.

4.1.4.19 Local Switching shall be offered in accordance with the technical specifications set forth in the applicable industry standard references.

4.1.5 Interface Requirements. BellSouth shall provide the following interfaces to loops:

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

4.1.5.2 Coin phone signaling;

4.1.5.3 Basic Rate Interface ISDN adhering to appropriate Telcordia (formerly BellCore) Technical Requirements;

4.1.5.4 Two-wire analog interface to PBX;

4.1.5.5 Four-wire analog interface to PBX;

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

4.1.5.7 Primary Rate ISDN to PBX adhering to ANSI standards Q.931, Q.932 and appropriate Telcordia (formerly BellCore) Technical Requirements;

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

4.1.5.9 Loops adhering to Telcordia (formerly BellCore) TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers.

4.1.6 BellSouth shall provide access to the following but not limited to:

4.1.6.1 SS7 Signaling Network or Multi-Frequency trunking if requested by Aeneas Communications;

4.1.6.2 Interface to Aeneas Communications operator services systems or Operator Services through appropriate trunk interconnections for the system; and

4.1.6.3 Interface to Aeneas Communications Directory Assistance Services through the Aeneas Communications switched network or to Directory Assistance Services through the appropriate trunk interconnections for the system; and 950 access or other Aeneas Communications required access to interexchange carriers as requested through appropriate trunk interfaces.

4.2 **Tandem Switching**

4.2.1 Definition

Tandem Switching is the function that establishes a communications path between two switching offices through a third switching office (the Tandem switch).

4.2.2 Technical Requirements

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

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

4.2.2.2 Tandem Switching will provide screening as jointly agreed to by Aeneas Communications and BellSouth;

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

4.2.2.4 Tandem Switching shall provide access to Toll Free number portability database as designated by Aeneas Communications;

4.2.2.5 Tandem Switching shall provide all trunk interconnections discussed under the "Network Interconnection" section (e.g., SS7, MF, DTMF, DialPulse, PRI-ISDN, DID, and CAMA-ANI (if appropriate for 911));

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

4.2.2.7 Where appropriate, Tandem Switching shall provide connectivity to transit traffic to and from other carriers.

4.2.3 Tandem Switching shall accept connections (including the necessary signaling and trunking interconnections) between end offices, other tandems, IXCs, ICOs, CAPs and CLEC switches.

4.2.4 Tandem Switching shall provide local tandeming functionality between two end offices including two offices belonging to different CLECs (e.g., between a CLEC end office and the end office of another CLEC).

4.2.5 Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.

4.2.6 Tandem Switching shall record billable events and send them to the area billing centers designated by Aeneas Communications. Tandem Switching will provide recording of all billable events as jointly agreed to by Aeneas Communications and BellSouth.

4.2.7 Upon a reasonable request from Aeneas Communications, BellSouth shall perform routine testing and fault isolation on the underlying switch that is providing Tandem Switching and all its interconnections. The results and reports of the testing shall be made immediately available to Aeneas Communications.

4.2.8 BellSouth shall maintain Aeneas Communications's trunks and interconnections associated with Tandem Switching at least at parity to its own trunks and interconnections.

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

4.2.10 Selective Call Routing through the use of line class codes is not available through the use of tandem switching. Selective Call Routing through the use of line class codes is an end office capability only. Detailed primary and overflow routing plans for all interfaces available within BellSouth's switching network shall be mutually agreed to by Aeneas Communications and BellSouth.

4.2.11 Tandem Switching shall process originating toll-free traffic received from Aeneas Communications's local switch.

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

4.2.13 Interface Requirements

4.2.13.1 Tandem Switching shall provide interconnection to the E911 PSAP where the underlying Tandem is acting as the E911 Tandem.

4.2.13.2 Tandem Switching shall interconnect, with direct trunks, to all carriers with which BellSouth interconnects.

4.2.13.3 BellSouth shall provide all signaling necessary to provide Tandem Switching with no loss of feature functionality.

4.2.13.4 Tandem Switching shall interconnect with Aeneas Communications's switch, using two-way trunks, for traffic that is transiting via BellSouth's network to interLATA or intraLATA carriers. At Aeneas Communications's request, Tandem Switching shall record and keep records of traffic for billing.

4.2.13.5 Tandem Switching shall provide an alternate final routing pattern for Aeneas Communications's traffic overflowing from direct end office high usage trunk groups.

4.2.13.6 Tandem Switching shall be equal to or better than the requirements for Tandem Switching set forth in the applicable technical references.

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

4.3.1 BellSouth will provide AIN Selective Carrier Routing at the request of Aeneas Communications. AIN Selective Carrier Routing will provide Aeneas Communications with the capability of routing operator calls, 0+ and 0- and 0+ NPA (LNPA) 555-1212 directory assistance, 1+411 directory assistance and 611 repair center calls to pre-selected destinations.

4.3.2 Aeneas Communications shall order AIN Selective Carrier Routing through its Account Team. AIN Selective Carrier Routing must first be established regionally and then on a per central office, per state basis.

4.3.3 AIN Selective Carrier Routing is not available in DMS 10 switches.

4.3.4 Where AIN Selective Carrier Routing is utilized by Aeneas Communications, the routing of Aeneas Communications's end user calls shall be pursuant to information provided by Aeneas Communications and stored in BellSouth's AIN Selective Carrier Routing Service Control Point database. AIN Selective Carrier Routing shall utilize a set of Line Class Codes (LCCs) unique to a basic class of service assigned on an 'as needed' basis. The same LCCs will be assigned in each central office where AIN Selective Carrier Routing is established.

4.3.5 Upon ordering of AIN Selective Carrier Routing Regional Service, Aeneas Communications shall remit to BellSouth the Regional Service Order non-recurring charges set forth in Exhibit C of this Attachment. There shall be a non-recurring End Office Establishment Charge per office due at the addition of each central office where AIN Selective Carrier Routing will be utilized. Said non-recurring charge shall be as set forth in Exhibit C of this Attachment. For each Aeneas Communications end user activated, there shall be a non-recurring End User Establishment charge as set forth in Exhibit C of this Attachment, payable to BellSouth pursuant to the terms of the General Terms and Conditions, incorporated herein by this reference. Aeneas Communications shall pay the AIN Selective Carrier Routing Per Query Charge set forth in Exhibit C of this Attachment.

4.3.6 This Regional Service Order non-recurring charge will be non-refundable and will be paid with 1/2 due up-front with the submission of all fully completed required forms, including: Regional Selective Carrier Routing (SCR) Order Request-Form A, Central Office AIN Selective Carrier Routing (SCR) Order Request - Form B, AIN_SCR Central Office Identification Form - Form C, AIN_SCR Routing Options Selection Form - Form D, and Routing Combinations Table - Form E. BellSouth has 30 days to respond to the client's fully completed firm order as a Regional Service Order. With the delivery of this firm order response to the client, BellSouth considers that the delivery schedule of this service commences. The remaining 1/2 of the Regional Service Order payment must be paid when at least 90% of the Central Offices listed on the original order have been turned up for the service.

4.3.7 The non-recurring End Office Establishment Charge will be billed to the client following BellSouth's normal monthly billing cycle for this type of order.

4.3.8 End-User Establishment Orders will not be turned-up until the second payment is received for the Regional Service Order. The non-recurring End-User

Establishment Charges will be billed to the client following BellSouth's normal monthly billing cycle for this type of order.

4.3.9 Additionally, the AIN Selective Carrier Routing Per Query Charge will be billed to the client following the normal billing cycle for per query charges.

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

4.4 **Packet Switching Capability**

4.4.1 Definition

The packet switching capability network element is defined as the function of routing or forwarding packets, frames, cells or other data units based on address or other routing information contained in the packets, frames, cells or other data units.

4.4.2 BellSouth shall be required to provide non-discriminatory access to unbundled packet switching capability only where each of the following conditions are satisfied:

4.4.2.1 BellSouth has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);

4.4.2.2 There are no spare copper loops capable of supporting the xDSL services Aeneas Communications seeks to offer;

4.4.2.3 BellSouth has not permitted Aeneas Communications to deploy a DSLAM at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has Aeneas Communications obtained a virtual collocation arrangement at these sub-loop interconnection points as defined by 47 CFR § 51.319 (b); and

4.4.2.4 BellSouth has deployed packet switching capability for its own use.

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

4.5 **Interoffice Transmission Facilities**

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

4.6 **Rates**

The prices that Aeneas Communications shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment. If Aeneas Communications purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.

4.7 **Operational Support Systems (OSS)**

The terms, conditions and rates for OSS are as set forth in Section 2.13 of this Attachment.

5. Unbundled Network Element Combinations

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

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

5.3. Enhanced Extended Links (EELs)

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

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

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

5.3.4 EEL Combinations

5.3.4.1 DS1 Interoffice Channel + DS1 Channelization + 2-wire VG Local Loop

5.3.4.2 DS1 Interoffice Channel + DS1 Channelization + 4-wire VG Local Loop

5.3.4.3 DS1 Interoffice Channel + DS1 Channelization + 2-wire ISDN Local Loop

5.3.4.4 DS1 Interoffice Channel + DS1 Channelization + 4-wire 56 kbps Local Loop

5.3.4.5 DS1 Interoffice Channel + DS1 Channelization + 4-wire 64 kbps Local Loop

5.3.4.6 DS1 Interoffice Channel + DS1 Local Loop

5.3.4.7 DS3 Interoffice Channel + DS3 Local Loop

5.3.4.8 STS-1 Interoffice Channel + STS-1 Local Loop

5.3.4.9 DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop

5.3.4.10 STS-1 Interoffice Channel + DS3 Channelization + DS1 Local Loop

5.3.4.11 2-wire VG Interoffice Channel + 2-wire VG Local Loop

5.3.4.12 4wire VG Interoffice Channel + 4-wire VG Local Loop

5.3.4.13 4-wire 56 kbps Interoffice Channel + 4-wire 56 kbps Local Loop

5.3.4.14 4-wire 64 kbps Interoffice Channel + 4-wire 64 kbps Local Loop

5.3.5 EEL combinations for DS1 level and above will be available only when Aeneas Communications provides and handles at least one third of the end user's local traffic over the facility provided. In addition, on the DS1 loop portion of the combination, at least fifty (50) percent of the activated channels must have at least

five (5) percent local voice traffic individually and, for the entire DS1 facility, at least ten (10) percent of the traffic must be local voice traffic.

5.3.6 When combinations of loop and transport network elements include multiplexing, each of the individual DS1 circuits must meet the above criteria.

5.3.7 Special Access Service Conversions

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

5.3.7.1.1 Aeneas Communications certifies that it is the exclusive provider of an end user's local exchange service. The loop-transport combinations must terminate at Aeneas Communications's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, Aeneas Communications is the end user's only local service provider, and thus, is providing more than a significant amount of local exchange service. Aeneas Communications can then use the loop-transport combinations that serve the end user to carry any type of traffic, including using them to carry 100 percent interstate access traffic; or

5.3.7.1.2 Aeneas Communications certifies that it provides local exchange and exchange access service to the end user customer's premises and handles at least one third of the end user customer's local traffic measured as a percent of total end user customer local dialtone lines; and for DS1 circuits and above, at least 50 percent of the activated channels on the loop portion of the loop-transport combination have at least 5 percent local voice traffic individually, and the entire loop facility has at least 10 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criteria. The loop-transport combination must terminate at Aeneas Communications's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth tariffed services; or

5.3.7.1.3 Aeneas Communications certifies that at least 50 percent of the activated channels on a circuit are used to provide originating and terminating local dialtone service and at least 50 percent of the traffic on each of these local dialtone channels is local voice traffic, and that the entire loop facility has at least 33 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criteria. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, collocation is not required. Aeneas Communications does not need to provide a defined portion of the end user's local service, but the active channels on any loop-transport combination, and the entire facility, must carry the amount of local exchange traffic specified in this option.

5.3.7.2 In addition, there may be extraordinary circumstances where Aeneas Communications is providing a significant amount of local exchange service, but does not qualify under any of the three options set forth in Section 5.3.7.1. In such case, Aeneas Communications may petition the FCC for a waiver of the local usage options set forth in the June 2, 2000 Order. If a waiver is granted, then upon Aeneas Communications's request the Parties shall amend this Agreement to the extent necessary to incorporate the terms of such waiver for such extraordinary circumstance.

5.3.7.3 BellSouth may at its sole discretion audit Aeneas Communications records in order to verify the type of traffic being transmitted over combinations of loop and transport network elements. The audit shall be conducted by a third party independent auditor, and Aeneas Communications shall be given thirty days written notice of scheduled audit. Such audit shall occur no more than one time in a calendar year, unless results of an audit find noncompliance with the significant amount of local exchange service requirement. In the event of noncompliance, Aeneas Communications shall reimburse BellSouth for the cost of the audit. If, based on its audits, BellSouth concludes that Aeneas Communications is not providing a significant amount of local exchange traffic over the combinations of loop and transport network elements, BellSouth may file a complaint with the appropriate Commission, pursuant to the dispute resolution process as set forth in the Interconnection Agreement. In the event that BellSouth prevails, BellSouth may convert such combinations of loop and transport network elements to special access services and may seek appropriate retroactive reimbursement from Aeneas Communications.

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

5.3.8 Rates

5.3.8.1 Georgia

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

5.3.8.3 On an interim basis, for combinations of loop and transport network elements not set forth in Section 5.3.4, where the elements are not Currently Combined but are ordinarily combined in BellSouth's network, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements which make up the combination. These interim rates shall be subject to true-up based on the Commission's review of BellSouth's cost studies.

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

5.3.8.5 All Other States

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

5.3.8.6 Multiplexing

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

5.4 **Other Network Element Combinations**

5.4.1.1 In the state of Georgia, BellSouth shall make available to Aeneas Communications, in accordance with Section 5.4.2.1 below: (1) combinations of network elements other than EELs that are Currently Combined; and (2) combinations of network elements other than EELs that are not Currently Combined but that BellSouth ordinarily combines in its network. In all other states, BellSouth shall make available to Aeneas Communications, in accordance with Section 5.4.2.2 below, combinations of network elements other than EELs only to the extent such combinations are Currently Combined.

5.4.2 Rates

5.4.2.1 Georgia

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

5.4.2.1.2 On an interim basis, for Other Network Element combinations where the elements are not Currently Combined but are ordinarily combined in BellSouth's network, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements which make up the combination. These interim rates shall be subject to true-up based on the Commission's review of BellSouth's cost studies.

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

5.4.2.2 All Other States

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

5.5 **UNE/Special Access Combinations**

5.5.1 Additionally, BellSouth shall make available to Aeneas Communications a combination of an unbundled loop and tariffed special access interoffice facilities. To the extent Aeneas Communications will require multiplexing functionality in connection with such combination, BellSouth will provide access to multiplexing within the central office pursuant to the terms, conditions and rates set forth in its Access Services Tariffs. The tariffed special access interoffice facilities and any associated tariffed services, including but not limited to multiplexing, shall not be eligible for conversion to UNEs as described in Section 5.3.7.

5.5.2 Rates

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

5.6 **Port/Loop Combinations**

5.6.1 At Aeneas Communications's request, BellSouth shall provide access to combinations of port and loop network elements, as set forth in Section 5.6.3 below, that are Currently Combined in BellSouth's network except as specified in Sections 5.6.1.1 and 5.6.1.2 below.

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

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

5.6.2 Combinations of port and loop network elements provide local exchange service for the origination or termination of calls. BellSouth shall make available the following loop and port combinations at the terms and at the rates set forth below:

5.6.2.1 In Georgia, BellSouth shall provide to Aeneas Communications combinations of port and loop network elements to Aeneas Communications on an unbundled basis regardless of whether or not such combinations are Currently Combined except in those locations where BellSouth is not required to provide circuit switching, as set forth in Section 5.6.1.2 above. The rates for such combinations shall be the cost based rates set forth in Exhibit C of this Attachment.

5.6.2.2 In all other states, BellSouth shall provide to Aeneas Communications combinations of port and loop network elements on an unbundled basis if such combinations are Currently Combined, except in those locations where BellSouth is not required to provide unbundled circuit switching, as set forth in Sections 5.6.1.1 and 5.6.1.2 above. The rates for such combinations shall be the cost based rates set forth in Exhibit C of this Attachment.

5.6.2.3 In all states other than Georgia, except in those locations where BellSouth is not required to provide unbundled circuit switching, as set forth in Sections 5.6.1.1 and 5.6.1.2, BellSouth shall provide to Aeneas Communications combinations of port and loop network elements that are not Currently Combined. The rates for such combinations shall be negotiated by the Parties.

5.6.2.4 In those locations where BellSouth is not required to provide unbundled circuit switching, as set forth in Sections 5.6.1.1 and 5.6.1.2, BellSouth shall provide to Aeneas Communications combinations of port and loop network elements whether or not such combinations are Currently Combined. The rates for Currently Combined combinations are the market based rates as set forth in Exhibit C. The rates for not Currently Combined combinations shall be negotiated by the Parties.

5.6.3 Combination Offerings

5.6.3.1 2-wire voice grade port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.3.2 2-wire voice grade DID port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.3.3 2-wire CENTREX port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.3.4 2-wire ISDN Basic Rate Interface, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.3.5 2-wire ISDN Primary Rate Interface, DS1 loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.3.6 4-wire DS1 Trunk port, DS1 Loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.7 **Rates**

The prices that Aeneas Communications shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment. If Aeneas Communications purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.

5.8 **Operational Support Systems (OSS)**

The terms, conditions and rates for OSS are as set forth in Section 2.13 of this Attachment.

6. Transport, Channelization and Dark Fiber

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of unbundled transport and dark fiber.

6.1 **Transport**

6.1.1 Interoffice transmission facility network elements include:

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

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

6.1.1.3 Common (Shared) transport, defined as transmission facilities shared by more than one carrier, including BellSouth, between end office switches, between end office switches and tandem switches, and between tandem switches, in BellSouth's network.

6.2 BellSouth shall:

6.2.1 Provide Aeneas Communications exclusive use of interoffice transmission facilities dedicated to a particular customer or carrier, or shared use of the features, functions, and capabilities of interoffice transmission facilities shared by more than one customer or carrier;

6.2.2 Provide all technically feasible transmission facilities, features, functions, and capabilities that Aeneas Communications could use to provide telecommunications services;

6.2.3 Permit, to the extent technically feasible, Aeneas Communications to connect such interoffice facilities to equipment designated by Aeneas Communications, including but not limited to, Aeneas Communications's collocated facilities; and

6.2.4 Permit, to the extent technically feasible, Aeneas Communications to obtain the functionality provided by BellSouth's digital cross-connect systems in the same manner that BellSouth provides such functionality to interexchange carriers.

6.3 **Common (Shared) Transport**

6.3.1 Definition of Common (Shared) Transport

6.3.1.1 Common (Shared) Transport is an interoffice transmission path between two BellSouth end-offices, BellSouth end-office and a local tandem, or between two local tandems. Where BellSouth Network Elements are connected by intra-office wiring, such wiring is provided as a part of the Network Elements and is not Common (Shared) Transport.

6.3.2 Technical Requirements of Common (Shared) Transport

6.3.2.1 Common (Shared) Transport provided on DS1 or VT1.5 circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements

specified for Central Office to Central Office ("CO to CO") connections in the appropriate industry standards.

6.3.2.2 Common (Shared) Transport provided on DS3 circuits, STS-1 circuits, and higher transmission bit rate circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CO to CO connections in the appropriate industry standards.

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

6.3.2.4 At a minimum, Common (Shared) Transport shall meet all of the requirements set forth in the applicable industry standard technical references.

6.4 **Dedicated Transport**

6.4.1 Definitions

6.4.2 Dedicated Transport is defined as BellSouth transmission facilities dedicated to a particular customer or carrier that provide telecommunications between wire centers owned by BellSouth or requesting telecommunications carriers, or between switches owned by BellSouth or requesting telecommunications carriers.

6.4.3 Unbundled Local Channel

6.4.4 Unbundled Local Channel is the dedicated transmission path between Aeneas Communications's Point of Presence and the BellSouth Serving Wire Center's collocation.

6.4.5 Unbundled Interoffice Channel.

6.4.6 Unbundled Interoffice Channel is the dedicated transmission path that provides telecommunication between BellSouth's Serving Wire Centers' collocations.

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

6.4.7.1 As capacity on a shared UNE facility.

6.4.7.2 As a circuit (e.g., DS0, DS1, DS3) dedicated to Aeneas Communications. This circuit shall consist of an Unbundled Local Channel or an Unbundled Interoffice Channel or both.

6.4.8 When Dedicated Transport is provided it shall include:

6.4.8.1 Transmission equipment such as, line terminating equipment, amplifiers, and regenerators;

6.4.8.2 Inter-office transmission facilities such as optical fiber, copper twisted pair, and coaxial cable.

6.4.9 Rates for Dedicated Transport are listed in this Attachment. For those states that do not contain rates in this Attachment the rates in the applicable State Access Tariff will apply as interim rates. When final rates are developed, these interim rates will be subject to true up, and the Parties will amend the Agreement to reflect the new rates.

6.4.10 Technical Requirements

6.4.10.1 This Section sets forth technical requirements for all Dedicated Transport.

6.4.10.2 When BellSouth provides Dedicated Transport, the entire designated transmission service (e.g., DS0, DS1, DS3) shall be dedicated to Aeneas Communications designated traffic.

6.4.10.3 BellSouth shall offer Dedicated Transport in all technologies that become available including, but not limited to, (1) DS0, DS1 and DS3 transport services, and (2) SONET at available transmission bit rates.

6.4.10.4 For DS1 or VT1.5 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office ("CI to CO") connections in the appropriate industry standards.

6.4.10.5 Where applicable, for DS3, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CI to CO connections in the appropriate industry standards.

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

6.4.10.6.1 DS0 Equivalent;

6.4.10.6.2 DS1;

6.4.10.6.3 DS3;

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

6.4.10.6.5 When Dedicated Transport is provided, BellSouth shall design it according to BellSouth's network infrastructure to allow for the termination points specified by Aeneas Communications.

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

6.4.11.1 BellSouth Technical References:

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

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

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

6.4.12 Provided that the facility is used to transport a significant amount of local exchange services Aeneas Communications shall be entitled to convert existing interoffice transmission facilities (i.e., special access) to the corresponding interoffice transport network element option.

6.5 **Unbundled Channelization**

6.5.1 BellSouth agrees to offer access to Unbundled Channelization when available pursuant to following terms and conditions and at the rates set forth in the Attachment. Channelization will be offered with both the high and the low speed sides to be connected to collocation.

6.5.2 Definition

6.5.2.1 Unbundled Channelization (UC) provides the multiplexing capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) or STS-1 Unbundled Network Element (UNE) or collocation cross-connect to be multiplexed or channelized at a BellSouth central office. This can be accomplished through the use of a stand-alone multiplexer or a digital cross-connect system at the discretion of BellSouth. Once UC has been installed, Aeneas Communications can have channels activated on an as-needed basis by having BellSouth connect lower level UNEs via Central Office Channel Interfaces (COCIs).

6.5.3 Channelization capabilities will be as follows:

6.5.3.1 DS3 Channelization System: An element that channelizes a DS3 signal into 28 DS1s/STS-1s.

6.5.3.2 DS1 Channelization System: An element that channelizes a DS1 signal into 24 DS0s.

6.5.3.3 Central Office Channel Interfaces (COCI): Elements that can be activated on a channelization system.

6.5.4 DS1 Central Office Channel Interface elements can be activated on a DS3 Channelization System.

6.5.5 Voice Grade and Digital Data Central Office Channel Interfaces can be activated on a DS1 Channelization System.

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

6.5.7 COCI will be billed on the lower level UNE order that is interfacing with the UC arrangement and will have to be compatible with those UNEs.

6.5.8 Technical Requirements

6.5.8.1 In order to assure proper operation with BellSouth provided central office multiplexing functionality, the customer's channelization equipment must adhere strictly to form and protocol standards. Separate standards exist for the multiplex channel bank, for voice frequency encoding, for various signaling schemes, and for subrate digital access.

6.5.8.2 DS0 to DS1 Channelization

6.5.8.2.1 The DS1 signal must be framed utilizing the framing structure defined in ANSI T1.107, Digital Hierarchy Formats Specifications and ANSI T1.403.02, DS1 Robbed-bit Signaling State Definitions. DS0 to DS1 Channelization requirements are essential the same as defined in BellSouth Technical Reference 73525, MegaLink® Service, MegaLink® Channel Service, MegaLink® Plus Service, and MegaLink® Light Service Interface and Performance Specification.

6.5.8.3 DS1 to DS3 Channelization

6.5.8.3.1 The DS3 signal must be framed utilizing the framing structure define in ANSI T1.107, Digital Hierarchy Formats Specifications. DS1 to DS3 Channelization requirements are essentially the same as defined in BellSouth Technical Reference 73501, LightGate® Service Interface and Performance Specifications. The asynchronous M13 multiplex format (combination of M12 and M23 formats) is specified for terminal equipment that multiplexes 28 DS1s into a DS3.

6.5.8.4 DS1 to STS Channelization

6.5.8.4.1 The STS-1 signal must be framed utilizing the framing structure define in ANSI T1.105, Synchronous Optical Network (SONET) – Basic Description Including Multiplex Structure, Rates and Formats and T1.105.02, Synchronous Optical Network (SONET) – Payload Mappings. DS1 to STS Channelization

requirements are essentially the same as defined in BellSouth Technical Reference TR 73501, LightGate® Service Interface and Performance Specifications.

6.6 **Dark Fiber**

6.6.1 Definition

6.6.2 Dark Fiber is optical transmission facilities without attached multiplexing, aggregation or other electronics that connects two points within BellSouth's network. Dark Fiber is unused strands of optical fiber. It may be strands of optical fiber existing in aerial or underground structure. No line terminating elements terminated to such strands to operationalize its transmission capabilities will be available.

6.6.3 Requirements

6.6.3.1 BellSouth shall make available Dark Fiber where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. If BellSouth has plans to use the fiber within a two-year period, there is no requirement to provide said fiber to Aeneas Communications.

6.6.3.2 If the requested dark fiber has any lightwave repeater equipment interspliced to it, BellSouth will remove such equipment at Aeneas Communications's request subject to time and materials charges.

6.6.3.3 Aeneas Communications may test the quality of the Dark Fiber to confirm its usability and performance specifications.

6.6.3.4 BellSouth shall use its best efforts to provide to Aeneas Communications information regarding the location, availability and performance of Dark Fiber within ten (10) business days for a records based answer and twenty (20) business days for a field based answer, after receiving a request from Aeneas Communications ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). From the time of the Request to one hundred and twenty (120) days after Confirmation, BellSouth shall hold such requested Dark Fiber for Aeneas Communications's use and may not allow any other Party to use such media, including BellSouth. If a Dark Fiber firm order is not received within the one hundred and twenty day period, the Dark Fiber will revert to BellSouth's Dark Fiber inventory.

6.6.3.5 BellSouth shall use its best efforts to make Dark Fiber available to Aeneas Communications within thirty (30) business days after it receives written confirmation from Aeneas Communications that the Dark Fiber previously deemed available by BellSouth is wanted for use by Aeneas Communications. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable Aeneas Communications to

connect or splice Aeneas Communications provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.

6.6.3.6 Dark Fiber shall meet the manufacturer's design specifications.

6.6.3.7 Aeneas Communications may splice and test Dark Fiber obtained from BellSouth using Aeneas Communications or Aeneas Communications designated personnel. BellSouth shall provide appropriate interfaces to allow splicing and testing of Dark Fiber. BellSouth shall provide an excess cable length of 25 feet minimum (for fiber in underground conduit) to allow the uncoiled fiber to reach from the manhole to a splicing van.

6.7 **Rates**

6.7.1 The prices that Aeneas Communications shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment. If Aeneas Communications purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.

.

6.8 **Operational Support Systems (OSS)**

The terms, conditions and rates for OSS are as set forth in Section 2.13 of this Attachment.

7. BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of 8XX Access Ten Digit Screening Services.

7.1 BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database

7.1.1 The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database (herein known as 8XX SCP) is a SCP that contains customer record information and functionality to provide call-handling instructions for 8XX calls. The 8XX SCP IN software stores data downloaded from the national SMS and provides the routing instructions in response to queries from the SSP or tandem. The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service (herein know as 8XX TFD), utilizes the 8XX SCP to provide identification and routing of the 8XX calls, based on the ten digits dialed. 8XX TFD is provided with or without POTS number delivery, dialing number delivery, and other optional complex features as selected by Aeneas Communications. BellSouth shall provide 8XX TFD in accordance with the following:

7.1.2 <u>Technical Requirements</u>

7.1.2.1 BellSouth shall provide Aeneas Communications with access to the 8XX record information located in the 8XX SCP. The 8XX SCP contains current records as received from the national SMS and will provide for routing 8XX originating calls based on the dialed ten digit 8XX number.

7.1.2.2 The 8XX SCP is designated to receive and respond to queries using the American National Standard Specification of Signaling System Seven (SS7) protocol. The 8XX SCP shall determine the carrier identification based on all ten digits of the dialed number and route calls to the carrier, POTS number, dialing number and/or other optional feature selected by Aeneas Communications.

7.1.2.3 The SCP shall also provide, at Aeneas Communications's option, such additional feature as described in SR-TSV-002275 (BOC Notes on BellSouth Networks, SR-TSV-002275, Issue 2, (Telcordia (formerly BellCore), April 1994)) as are available to BellSouth. These may include but are not limited to:

7.1.2.3.1 Network Management;

7.1.2.3.2 Customer Sample Collection; and

7.1.2.3.3 Service Maintenance.

7.2 **Rates**

The prices that Aeneas Communications shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment. . If Aeneas Communications purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.

7.3 **Operational Support Systems (OSS)**

The terms, conditions and rates for OSS are as set forth in Section 2.13 of this Attachment.

8 Line Information Database (LIDB)

8.1 All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of LIDB.

8.2 BellSouth will store in its LIDB only records relating to service in the BellSouth region. The LIDB Storage Agreement is included in this Attachment.

8.2.1 Definition

8.2.2 The Line Information Database (LIDB) is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. It contains

records associated with end user Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between BellSouth's CCS network and other CCS networks. LIDB also interfaces to administrative systems.

8.2.3 Technical Requirements

8.2.4 BellSouth will offer to Aeneas Communications any additional capabilities that are developed for LIDB during the life of this Agreement.

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

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

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

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

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

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

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

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

8.2.4.9 BellSouth shall perform backup and recovery of all of Aeneas Communications's data in LIDB including sending to LIDB all changes made since the date of the most recent backup copy, in at least the same time frame BellSouth performs backup and recovery of BellSouth data in LIDB for itself. Currently, BellSouth performs backups of the LIDB for itself on a weekly basis and when a new software release is scheduled, a backup is performed prior to loading the new release.

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

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

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

8.2.4.13 BellSouth shall accept queries to LIDB associated with Aeneas Communications customer records, and shall return responses in accordance with industry standards.

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

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

8.2.5 Interface Requirements

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

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

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

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

8.3 **Rates**

The prices that Aeneas Communications shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment. If Aeneas Communications purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.

8.4 **Operational Support Systems (OSS)**

The terms, conditions and rates for OSS are as set forth in Section 2.13 of this Attachment.

9. Signaling

9.1 All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of Signaling Transport Services.

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

9.3 **Signaling Link Transport**

9.3.1 Definition Signaling Link Transport is a set of two or four dedicated 56 Kbps. transmission paths between CLEC-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity.

9.3.2 Technical Requirements

9.3.2.1 Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths.

9.3.3 Of the various options available, Signaling Link Transport shall perform in the following two ways:

9.3.3.1 As an "A-link" which is a connection between a switch or SCP and a home Signaling Transfer Point Switch (STP) pair; and

9.3.3.2 As a "B-link" which is a connection between two STP pairs in different company networks (e.g., between two STP pairs for two Competitive Local Exchange Carriers (CLECs)).

9.3.4 Signaling Link Transport shall consist of two or more signaling link layers as follows:

9.3.4.1 An A-link layer shall consist of two links.

9.3.4.2 A B-link layer shall consist of four links.

9.3.5 A signaling link layer shall satisfy a performance objective such that:

9.3.5.1 There shall be no more than two minutes down time per year for an A-link layer; and

9.3.5.2 There shall be negligible (less than 2 seconds) down time per year for a B-link layer.

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

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

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

9.3.5.4 Interface Requirements

9.3.5.4.1 There shall be a DS1 (1.544 Mbps) interface at the Aeneas Communications designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.

9.4 **Signaling Transfer Points (STPs)**

9.4.1 Definition - Signaling Transfer Points is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPs) and their associated signaling links which enable the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches.

9.4.2 Technical Requirements

9.4.2.1 STPs shall provide access to Network Elements connected to BellSouth SS7 network. These include:

9.4.2.1.1 BellSouth Local Switching or Tandem Switching;

9.4.2.1.2 BellSouth Service Control Points/DataBases;

9.4.2.1.3 Third-party local or tandem switching;

9.4.2.1.4 Third-party-provided STPs.

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

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

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

9.4.2.5 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. In cases where the destination signaling point is a Aeneas Communications or third party local or tandem switching system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP

Subsystem Management of the destination. In all other cases, BellSouth shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with BellSouth SS7 network, and shall not perform SCCP Subsystem Management of the destination. If BellSouth performs final GTT to a Aeneas Communications database, then Aeneas Communications agrees to provide BellSouth with the Destination Point Code for the Aeneas Communications database.

9.4.2.6 STPs shall provide on a non-discriminatory basis all functions of the OMAP commonly provided by STPs, as specified in the reference in Section 12 of this Attachment. All OMAP functions will be on a "where available" basis and can include:

9.4.2.6.1 MTP Routing Verification Test (MRVT); and

9.4.2.6.2 SCCP Routing Verification Test (SRVT).

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

9.4.2.8 STPs shall be on parity with BellSouth.

9.4.2.9 <u>SS7 Advanced Intelligent Network (AIN) Access</u>

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

9.4.2.9.2 SS7 AIN Access shall provide Aeneas Communications SCP access to BellSouth local switch in association with switching via interconnection of BellSouth SS7 and Aeneas Communications SS7 Networks. BellSouth shall offer SS7 access through its STPs. If BellSouth requires a mediation device on any part of its network specific to this form of access, BellSouth must route its messages in the same manner. The interconnection arrangement shall result in the BellSouth local

switch recognizing the Aeneas Communications SCP as at least at parity with BellSouth's SCP's in terms of interfaces, performance and capabilities.

9.4.3 Interface Requirements

9.4.3.1 BellSouth shall provide the following STPs options to connect Aeneas Communications or Aeneas Communications-designated local switching systems or STPs to the BellSouth SS7 network:

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

9.4.3.1.2 A B-link interface from Aeneas Communications local STPs.

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

9.4.3.3 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling for interconnecting Aeneas Communications local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and Aeneas Communications will work jointly to establish mutually acceptable SPOIs.

9.4.3.4 BellSouth CO shall provide intraoffice diversity between the SPOIs and BellSouth STPs, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP. BellSouth and Aeneas Communications will work jointly to establish mutually acceptable SPOIs.

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

9.4.3.6 Message Screening

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

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

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

9.4.4 STPs shall be equal to or better than all of the requirements for STPs set forth in the applicable industry standard technical references.

9.5 **Service Control Points/Databases**

9.5.1 Definition

9.5.1.1 Databases are the Network Elements that provide the functionality for storage of, access to, and manipulation of information required to offer a particular service and/or capability. Databases include, but are not limited to: Local Number Portability, LIDB, Toll Free Number Database, Automatic Location Identification/Data Management System, Calling Name Database, access to Service Creation Environment and Service Management System (SCE/SMS) application databases and Directory Assistance.

9.5.2 A Service Control Point (SCP) is a specific type of Database functionality deployed in a Signaling System 7 (SS7) network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. Service Management Systems provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.

9.5.3 Technical Requirements for SCPs/Databases

9.5.3.1 Requirements for SCPs/Databases within this section address storage of information, access to information (e.g. signaling protocols, response times), and administration of information (e.g., provisioning, administration, and maintenance). All SCPs/Databases shall be provided to Aeneas Communications in accordance with the following requirements.

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

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

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

9.5.4 Database Availability

9.5.4.1 Call processing databases shall have a maximum unscheduled unavailability of 30 minutes per year. Unavailability due to software and hardware upgrades shall be scheduled during minimal usage periods and only be undertaken upon proper notification to providers, which might be impacted. Any downtime associated with the provision of call processing related databases will impact all service providers, including BellSouth, equally.

9.5.4.2 The operational interface provided by BellSouth shall complete Database transactions (i.e., add, modify, delete) for Aeneas Communications customer records stored in BellSouth databases within 3 days, or sooner where BellSouth provisions its own customer records within a shorter interval.

9.6 **Local Number Portability Database**

9.6.1 Definition

9.6.2 The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. PNP is currently being worked in industry forums. The results of these forums will dictate the industry direction of PNP. BellSouth agrees to provide access to the PNP database at rates, terms and conditions as set forth by BellSouth and in accordance with an effective FCC or Commission directive.

9.7 **SS7 Network Interconnection**

9.7.1 Definition.

9.7.2 SS7 Network Interconnection is the interconnection of Aeneas Communications local Signaling Transfer Point Switches (STP) and Aeneas Communications local or tandem switching systems with BellSouth STPs. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases (DBs), Aeneas Communications local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.

9.7.3 Technical Requirements

9.7.3.1 SS7 Network Interconnection shall provide connectivity to all components of the BellSouth SS7 network. These include:

9.7.3.1.1 BellSouth local or tandem switching systems;

9.7.3.1.2 BellSouth DBs; and

9.7.3.1.3 Other third-party local or tandem switching systems.

9.7.4 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and DBs and Aeneas Communications or other third-party switching systems with A-link access to the BellSouth SS7 network.

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

9.7.6 When the capability to route messages based on Intermediate Signaling Network Identifier (ISNI) is generally available on BellSouth STPs, the BellSouth SS7 Network shall also convey TCAP messages using SS7 Network Interconnection in similar circumstances where the BellSouth switch routes traffic based on a Carrier Identification Code (CIC).

9.7.7 SS7 Network Interconnection shall provide all functions of the MTP as specified in ANSI T1.111. This includes:

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

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

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

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

9.7.9 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part (ISDNUP), as specified in ANSI T1.113.

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

9.7.11 If and when Internetwork MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT) become approved ANSI standards and available capabilities of BellSouth STPs, SS7 Network Interconnection shall provide these functions of the OMAP.

9.7.12 SS7 Network Interconnection shall be equal to or better than the following performance requirements:

9.7.12.1 MTP Performance, as specified in ANSI T1.111.6;

9.7.12.2 SCCP Performance, as specified in ANSI T1.112.5; and

9.7.12.3 ISDNUP Performance, as specified in ANSI T1.113.5.

9.7.13 Interface Requirements

9.7.13.1 BellSouth shall offer the following SS7 Network Interconnection options to connect Aeneas Communications or Aeneas Communications-designated local or tandem switching systems or STPs to the BellSouth SS7 network:

9.7.13.1.1 A-link interface from Aeneas Communications local or tandem switching systems; and

9.7.13.1.2 B-link interface from Aeneas Communications STPs.

9.7.13.2 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling links for interconnecting Aeneas Communications local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and Aeneas Communications will work jointly to establish mutually acceptable SPOI.

9.7.13.3 BellSouth CO shall provide intraoffice diversity between the SPOIs and the BellSouth STP, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP. BellSouth and Aeneas Communications will work jointly to establish mutually acceptable SPOI.

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

9.7.13.5 BellSouth shall set message screening parameters to accept messages from Aeneas Communications local or tandem switching systems destined to any signaling point

in the BellSouth SS7 network with which the Aeneas Communications switching system has a legitimate signaling relation.

9.7.13.6 SS7 Network Interconnection shall be equal to or better than all of the requirements for SS7 Network Interconnection set forth in the applicable industry standard technical references.

9.8 **Rates**

The prices that Aeneas Communications shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment. If Aeneas Communications purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.

9.9 Operational Support Systems (OSS)

The terms, conditions and rates for OSS are as set forth in Section 2.13 of this Attachment.

10. Operator Call Processing, Inward Operator Services and Directory Assistance Services

10.1 All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of Operator Call Processing, Inward Operator Services and Directory Assistance Services.

10.2 **Operator Systems**

10.2.1 Definition. Operator Systems is the Network Element that provides operator and automated call handling and billing, special services, end user telephone listings and optional call completion services. The Operator Systems, Network Element provides two types of functions: Operator Service functions and Directory Assistance Service functions, each of which are described in detail below.

10.3 **Operator Service**

10.3.1 Definition. Operator Service provides: (1) operator handling for call completion (for example, collect, third number billing, and manual credit card calls), (2) operator or automated assistance for billing after the end user has dialed the called number (for example, credit card calls); and (3) special services including but not limited to Busy Line Verification and Emergency Line Interrupt (ELI), Emergency Agency Call, Operator-assisted Directory Assistance, and Rate Quotes.

10.3.2 Requirements

10.3.2.1 When Aeneas Communications requests BellSouth to provide Operator Services, the following requirements apply:

10.3.2.1.1 BellSouth shall complete 0+ and 0- dialed local calls.

10.3.2.1.2 BellSouth shall complete 0+ intraLATA toll calls.

10.3.2.1.3 BellSouth shall process calls that are billed to Aeneas Communications end user's calling card that can be validated by BellSouth.

10.3.2.1.4 BellSouth shall complete person-to-person calls.

10.3.2.1.5 BellSouth shall complete collect calls.

10.3.2.1.6 BellSouth shall provide the capability for callers to bill to a third party and complete such calls.

10.3.2.1.7 BellSouth shall complete station-to-station calls.

10.3.2.1.8 BellSouth shall process emergency calls.

10.3.2.1.9 BellSouth shall process Busy Line Verify and Emergency Line Interrupt requests.

10.3.2.1.10 BellSouth shall process emergency call trace, as it does for its own end users prior to the Effective Date. Call must originate from a 911 provider.

10.3.2.1.11 BellSouth shall process operator-assisted directory assistance calls.

10.3.2.1.12 BellSouth shall adhere to equal access requirements**,** providing Aeneas Communications local end users the same IXC access as provided to BellSouth end users.

10.3.2.1.13 BellSouth shall exercise at least the same level of fraud control in providing Operator Service to Aeneas Communications that BellSouth provides for its own operator service.

10.3.2.1.14 BellSouth shall perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-to-Third-Party calls.

10.3.2.1.15 BellSouth shall direct customer account and other similar inquiries to the customer service center designated by Aeneas Communications.

10.3.2.1.16 BellSouth shall provide a feed of customer call records in “EMI” format to Aeneas Communications in accordance with CLEC ODUF standards specified in Attachment 7.

10.3.3 Interface Requirements

10.3.3.1 With respect to Operator Services for calls that originate on local switching capability provided by or on behalf of Aeneas Communications, the interface requirements shall conform to the then current established system interface

specifications for the platform used to provide Operator Service and the interface shall conform to industry standards.

10.4 **Directory Assistance Service**

10.4.1 Definition. Directory Assistance Service provides local end user telephone number listings with the option to complete the call at the caller's direction separate and distinct from local switching.

10.4.2 Requirements

10.4.3 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by Aeneas Communications's end user, BellSouth shall provide caller-optional directory assistance call completion service at rates contained in this Attachment to one of the provided listings, equal to that which BellSouth provides its end users. If not available, Aeneas Communications may request such requirement pursuant to the BFR/NBR Process as set forth in General Terms and Conditions.

10.4.4 Directory Assistance Service Updates

10.4.4.1 BellSouth shall update end user listings changes daily. These changes include:

10.4.4.1.1 New end user connections: BellSouth will provide service to Aeneas Communications that is equal to the service it provides to itself and its end users;

10.4.4.1.2 End user disconnections: BellSouth will provide service to Aeneas Communications that is equal to the service it provides to itself and its end users; and

10.4.4.1.3 End user address changes: BellSouth will provide service to Aeneas Communications that is equal to the service it provides to itself and its end users;

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

10.4.5 Branding for Operator Call Processing and Directory Assistance

10.4.5.1 The BellSouth Operator Systems Branding Feature provides a definable announcement to Aeneas Communications end users using Directory Assistance (DA)/Operator Call Processing (OCP) prior to placing them in queue or connecting them to an available operator or automated operator system. This feature allows Aeneas Communications to have its calls custom branded with Aeneas Communications's name on whose behalf BellSouth is providing Directory Assistance and/or Operator Call Processing. Rates for Custom Branding, Operator Call Process and Directory Assistance are set forth in this Attachment.

10.4.5.2 BellSouth offers four service levels of branding to Aeneas Communications when ordering Directory Assistance and/or Operator Call Processing.

10.4.5.2.1 Service Level 1 - BellSouth Branding

10.4.5.2.2 Service Level 2 - Unbranded

10.4.5.2.3 Service Level 3 - Custom Branding

10.4.5.2.4 Service Level 4 - Self Branding (applicable only to Aeneas Communications for Resale or use with an Unbundled Port when routing to an operator service provider other than BellSouth).

10.4.6 For Resellers and Use with an Unbundled Port

10.4.6.1 BellSouth Branding is the Default Service Level.

10.4.6.2 Unbranding, Custom Branding, and Self Branding require Aeneas Communications to order selective routing for each originating BellSouth end office identified by Aeneas Communications. Rates for Selective Routing are set forth in this Attachment.

10.4.6.3 Custom Branding and Self Branding require Aeneas Communications to order dedicated trunking from each BellSouth end office identified by Aeneas Communications, to either the BellSouth Traffic Operator Position System (TOPS) or Aeneas Communications Operator Service Provider. Rates for trunks are set forth in applicable BellSouth tariffs.

10.4.6.4 Unbranding - Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by Aeneas Communications to the BellSouth TOPS. These calls are routed to "No Announcement."

10.4.7 For Facilities Based Carriers

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

10.4.7.2 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch, Interactive Voice Subsystem (IVS) and Network Applications Vehicle (NAV) equipment for which Aeneas Communications requires service.

10.4.8 Directory Assistance customized branding uses:

10.4.8.1 the recording of the name;

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

10.4.9 Operator Call Processing customized branding uses:

10.4.9.1 the recording of the name;

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

10.4.9.3 the back-end loading in the audio units in the Automated Alternate Billing System (AABS) in the Interactive Voice Subsystem (IVS);

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

10.4.9.5 BellSouth will provide to Aeneas Communications purchasing local BellSouth switching and reselling BellSouth local exchange service, selective routing of calls to a requested directory assistance services platform or operator services platform. Aeneas Communications end users may use the same dialing arrangements as BellSouth end users, but obtain a Aeneas Communications branded service.

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

10.5.1 BellSouth shall make its Directory Assistance Database Service (DADS) available solely for the expressed purpose of providing Directory Assistance type services to Aeneas Communications end users. The term "end user" denotes any entity which obtains Directory Assistance type services for its own use from a DADS customer. Directory Assistance type service is defined as Voice Directory Assistance (DA Operator assisted and Electronic Directory Assistance (Data System assisted)). Aeneas Communications agrees that DADS will not be used for any purpose which violates federal or state laws, statutes, regulatory orders or tariffs. Except for the permitted users, Aeneas Communications agrees not to disclose DADS to others and shall provide due care in providing for the security and confidentiality of DADS. Further, Aeneas Communications authorizes the inclusion of Aeneas Communications Directory Assistance listings in the BellSouth Directory Assistance products.

10.5.2 BellSouth shall provide Aeneas Communications initially with a base file of subscriber listings which reflect all listing change activity occurring since Aeneas Communications's most recent update via magnetic tape, and subsequently using electronic connectivity such as Network Data Mover to be developed mutually by Aeneas Communications and BellSouth. Aeneas Communications agrees to assume the costs associated with CONNECT: Direct ™ connectivity, which will vary depending upon volume and mileage.

10.5.3 BellSouth will require approximately one month after receiving an order to prepare the Base File. BellSouth will provide daily updates which will reflect all listing

change activity occurring since CLEC's most recent update. BellSouth shall provide updates to Aeneas Communications on a Business, Residence, or combined Business and Residence basis. Aeneas Communications agrees that the updates shall be used solely to keep the information current. Delivery of Daily Updates will commence the day after Aeneas Communications receives the Base File.

10.5.4 BellSouth is authorized to include Aeneas Communications Directory Assistance Listing Information in its DADS. Any other use by BellSouth of Aeneas Communications Directory Assistance Listing Information is not authorized and with the exception of a request for DADS, BellSouth shall refer any request for such information to Aeneas Communications.

10.5.5 Rates for DADS are as set forth in this Attachment.

10.6 **Direct Access to Directory Assistance Service**

10.6.1 Direct Access to Directory Assistance Service (DADAS) will provide Aeneas Communications's directory assistance operators with the ability to search all available BellSouth subscriber listings using the Directory Assistance search format. Subscription to DADAS will allow Aeneas Communications to utilize its own switch, operator workstations and optional audio subsystems.

10.6.2 Rates, terms and conditions for provisioning DADAS are as set forth in the FCC tariff No. 1.

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

10.7.1 The ALI/DMS Database contains end user information (including name, address, telephone information, and sometimes special information from the local service provider or end user) used to determine to which Public Safety Answering Point (PSAP) to route the call. The ALI/DMS database is used to provide more routing flexibility for E911 calls than Basic 911. BellSouth shall provide the Emergency Services Database in accordance with the following:

10.7.2 Technical Requirements

10.7.2.1 BellSouth shall offer Aeneas Communications a data link to the ALI/DMS database or permit Aeneas Communications to provide its own data link to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to Aeneas Communications immediately after Aeneas Communications inputs information into the ALI/DMS database. Alternately, Aeneas Communications may utilize BellSouth, to enter end user information into the database on a demand basis, and validate end user information on a demand basis.

10.7.2.2 The ALI/DMS database shall contain the following end user information:

10.7.2.2.1 Name;

10.7.2.2.2 Address;

10.7.2.2.3 Telephone number; and

10.7.2.2.4 Other information as appropriate (e.g., whether an end user is blind or deaf or has another disability).

10.7.2.3 When BellSouth is responsible for administering the ALI/DMS database in its entirety, ported number NXXs entries for the ported numbers should be maintained unless Aeneas Communications requests otherwise and shall be updated if Aeneas Communications requests, provided Aeneas Communications supplies BellSouth with the updates.

10.7.2.4 When Remote Call Forwarding (RCF) is used to provide number portability to the local end user and a remark or other appropriate field information is available in the database, the shadow or "forwarded-to" number and an indication that the number is ported shall be added to the customer record.

10.7.2.5 If BellSouth is responsible for configuring PSAP features (for cases when the PSAP or BellSouth supports an ISDN interface) it shall ensure that CLASS Automatic Recall (Call Return) is not used to call back to the ported number. Although BellSouth currently does not have ISDN interface, BellSouth agrees to comply with this requirement once ISDN interfaces are in place.

10.7.3 Interface Requirements

The interface between the E911 Switch or Tandem and the ALI/DMS database for Aeneas Communications end users shall meet industry standards.

10.8 **Rates**

The prices that Aeneas Communications shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment. If Aeneas Communications purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.

10.9 Operational Support Systems (OSS)

The terms, conditions and rates for OSS are as set forth in Section 2.13 of this Attachment.

11. Calling Name (CNAM) Database Service

11.1 All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of CNAM.

11.2 The Agreement for CNAM with standard pricing is included as Exhibit B to this Attachment. Aeneas Communications must provide to its account manager a written request with a requested activation date to activate this service. If Aeneas Communications is interested in requesting CNAM with volume and term pricing, Aeneas Communications must contact its account manager to request a separate CNAM volume and term Agreement.

11.3 SCPs/Databases shall be equal to or better than all of the requirements for SCPs/Databases set forth in the applicable industry standard technical references.

11.4 **Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access**

11.4.1 BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide Aeneas Communications the capability that will allow Aeneas Communications and other third parties to create service applications in a BellSouth SCE and deploy those applications in a BellSouth SMS to a BellSouth SCP. The third party service applications interact with AIN triggers provisioned on a BellSouth SSP.

11.4.2 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to Aeneas Communications. Scheduling procedures shall provide Aeneas Communications equivalent priority to these resources.

11.4.2 BellSouth SCP shall partition and protect Aeneas Communications service logic and data from unauthorized access, execution or other types of compromise.

11.4.3 When Aeneas Communications selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable Aeneas Communications to use BellSouth's SCE/SMS AIN Access to create and administer applications. Training, documentation, and technical support will address use of SCE and SMS access and administrative functions, but will not include support for the creation of a specific service application.

11.4.4 When Aeneas Communications selects SCE/SMS AIN Access, BellSouth shall provide for a secure, controlled access environment in association with its internal use of AIN components. Aeneas Communications access will be provided via remote data connection (e.g., dial-in, ISDN).

11.4.5 When Aeneas Communications selects SCE/SMS AIN Access, BellSouth shall allow Aeneas Communications to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth (e.g., service customization and end user subscription).

11.5 **Rates**

The prices that Aeneas Communications shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment. If Aeneas Communications purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.

11.6 Operational Support Systems (OSS)

The terms, conditions and rates for OSS are as set forth in Section 2.13 of this Attachment.

12. Basic 911 and E911

12.1 All of the negotiated terms and conditions set forth in this Section pertain to the provision of Basic 911 and E911.

12.2 If Aeneas Communications orders network elements and other services, then Aeneas Communications is also responsible for providing E911 to its end users. BellSouth agrees to offer access to the 911/E911 network pursuant to the following terms and conditions set forth in this Attachment.

12.3 Definition

12.4 Basic 911 and E911 is an additional requirement that provides a caller access to the applicable emergency service bureau by dialing a 3-digit universal telephone number (911).

12.5 Requirements

12.5.1 Basic 911 Service Provisioning. For Basic 911 service, BellSouth will provide to Aeneas Communications a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. Aeneas Communications will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. Aeneas Communications will be required to route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, Aeneas Communications will be required to discontinue the Basic 911 procedures and being using E911 procedures.

12.5.2 E911 Service Provisioning. For E911 service, Aeneas Communications will be required to install a minimum of two dedicated trunks originating from the Aeneas Communications serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at a minimum, DS-0 level trunks configured either as a 2-wire analog interface or as part of a digital (1.544 Mb/s)

interface. Either configuration shall use CAMA-type signaling with multifrequency ("MF") pulsing that will deliver automatic number identification ("ANI") with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law convention. Aeneas Communications will be required to provide BellSouth daily updates to the E911 database. Aeneas Communications will be required to forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, Aeneas Communications will be required to route the call to a designated 7-digit local number residing in the appropriate Public Service Answering Point ("PSAP"). This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party. Aeneas Communications shall be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its end users.

12.5.3 Rates. Charges for 911/E911 service are borne by the municipality purchasing the service. BellSouth will impose no charge on Aeneas Communications beyond applicable charges for BellSouth trunking arrangements.

12.5.4 Basic 911 and E911 functions provided to Aeneas Communications shall be at least at parity with the support and services that BellSouth provides to its end users for such similar functionality.

12.5.5 Detailed Practices and Procedures. The detailed practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers as amended from time to time during the term of this Agreement will determine the appropriate practices and procedures for BellSouth and Aeneas Communications to follow in providing 911/E911 services.

13. True-Up

This section applies only to Tennessee and other rates that are interim or expressly subject to true-up under this attachment.

13.1 The interim prices for Network Elements and Other Services and Local Interconnection shall be subject to true-up according to the following procedures:

13.2 The interim prices shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission which final order meets the criteria of (3) below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In

the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 12 of the General Terms and Conditions and Attachment 1 of the Agreement.

13.3 The Parties may continue to negotiate toward final prices, but in the event that no such Agreement is reached within nine (9) months, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in Section 12 of the General Terms and Conditions and Attachment 1 of the Agreement, so long as they file the resulting Agreement with the Commission as a "negotiated Agreement" under Section 252(e) of the Act.

(a) 13.4An effective order of the Commission that forms the basis of a true-up shall be based upon cost studies submitted by either or both Parties to the Commission and shall be binding upon BellSouth and Aeneas Communications specifically or upon all carriers generally, such as a generic cost proceeding.

EXHIBIT A

LINE INFORMATION DATA BASE (LIDB)

STORAGE AGREEMENT

I. SCOPE

A. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of Aeneas Communications and pursuant to which BellSouth, its LIDB customers and Aeneas Communications shall have access to such information. Aeneas Communications understands that BellSouth provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of Aeneas Communications, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained herein shall hereby be made a part of this Interconnection Agreement upon notice to Aeneas Communications's account team to activate this LIDB Storage Agreement. The General Terms and Conditions of the Interconnection/Resale Agreement shall govern this LIDB Storage Agreement. The terms and conditions contained in the attached Addendum is hereby made a part of this LIDB Storage Agreement as if fully incorporated herein.

B. LIDB is accessed for the following purposes:

1. Billed Number Screening

2. Calling Card Validation

3. Fraud Control

C. BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BellSouth's LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify Aeneas Communications of fraud alerts so that Aeneas Communications may take action it deems appropriate. Aeneas Communications understands and agrees BellSouth will administer all data stored in the LIDB, including the data provided by Aeneas Communications pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's end user customers. BellSouth shall not be responsible to Aeneas Communications for any lost revenue which may result from BellSouth's administration of the LIDB pursuant to its

established practices and procedures as they exist and as they may be changed by BellSouth in its sole discretion from time to time.

Aeneas Communications understands that BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearinghouses. Aeneas Communications further understands that these billing and collection customers of BellSouth query BellSouth's LIDB to determine whether to accept various billing options from end users. Additionally, Aeneas Communications understands that presently BellSouth has no method to differentiate between BellSouth's own billing and line data in the LIDB and such data which it includes in the LIDB on Aeneas Communications's behalf pursuant to this Agreement. Therefore, until such time as BellSouth can and does implement in its LIDB and its supporting systems the means to differentiate Aeneas Communications's data from BellSouth's data and the Parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

(a) Aeneas Communications agrees that it will accept responsibility for telecommunications services billed by BellSouth for its billing and collection customers for Aeneas Communications's end user accounts which are resident in LIDB pursuant to this Agreement. Aeneas Communications authorizes BellSouth to place such charges on Aeneas Communications's bill from BellSouth and agrees that it shall pay all such charges. Charges for which Aeneas Communications hereby takes responsibility include, but are not limited to, collect and third number calls.

(b) Charges for such services shall appear on a separate BellSouth bill page identified with the name of the entity for which BellSouth is billing the charge.

(c) Aeneas Communications shall have the responsibility to render a billing statement to its end users for these charges, but Aeneas Communications's obligation to pay BellSouth for the charges billed shall be independent of whether Aeneas Communications is able or not to collect from Aeneas Communications's end users.

(d) BellSouth shall not become involved in any disputes between Aeneas Communications and the entities for which BellSouth performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to Aeneas Communications. It shall be the responsibility of Aeneas Communications and the other entity to negotiate and arrange for any appropriate adjustments.

II. FEES FOR SERVICE AND TAXES

A. Aeneas Communications will not be charged a fee for storage services provided by BellSouth to Aeneas Communications, as described in Section I of this Agreement.

B. Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by Aeneas Communications in accordance with the tax provisions set forth in the General Terms and Conditions of this Agreement.

III. MISCELLANEOUS

A. It is understood and agreed to by the Parties that BellSouth may provide similar services to other companies.

B. All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U. S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either Party to violate any such legal or regulatory requirement and either Party's obligation to perform shall be subject to all such requirements.

C. This LIDB Storage Agreement constitutes the entire Agreement between Aeneas Communications and BellSouth with respect to the subject matter hereof and supersedes all prior Agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to LIDB Storage.

FACILITIES BASED ADDENDUM

TO LINE INFORMATION DATA BASE (LIDB)

STORAGE AGREEMENT

This is a Facilities Based Addendum to the Line Information Data Base Storage Agreement dated _____, between BellSouth Telecommunications, Inc. ("BellSouth"), and _____("Aeneas Communications"), effective the _____ day of _____, _____.

I. GENERAL

This Addendum sets forth the terms and conditions for Aeneas Communications's provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. BellSouth will store in its LIDB the billing number information provided by Aeneas Communications, and BellSouth will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.

II. DEFINITIONS

A. Billing number - a number that Aeneas Communications creates for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.

B. Line number - a ten digit number that identifies a telephone line administered by Aeneas Communications.

C. Special billing number - a ten-digit number that identifies a billing account established by Aeneas Communications.

D. Calling Card number - a billing number plus PIN number.

E. PIN number - a four-digit security code assigned by Aeneas Communications which is added to a billing number to compose a fourteen-digit calling card number.

F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by Aeneas Communications.

G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.

H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.

I. Billing number information - information about billing number, Calling Card number and toll billing exception indicator provided to BellSouth by Aeneas Communications.

III. RESPONSIBILITIES OF PARTIES

A. Aeneas Communications will provide its billing number information to BellSouth's LIDB each business day by a method that has been mutually agreed upon by both Parties.

B. BellSouth will store in its LIDB the billing number information provided by Aeneas Communications. Under normal operating conditions, BellSouth shall include Aeneas Communications's billing number information in its LIDB no later than two business days following BellSouth's receipt of such billing number information, provided that BellSouth shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BellSouth's reasonable control. BellSouth will store in its LIDB an unlimited volume of Aeneas Communications's working telephone numbers.

C. BellSouth will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.

D. BellSouth is authorized to use the billing number information provided by Aeneas Communications to perform the following functions for authorized users on an on-line basis:

1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by Aeneas Communications, and where the last four digits (PIN) are a security code assigned by Aeneas Communications.

2. Determine whether Aeneas Communications or the subscriber has identified the billing number as one which should not be billed for collect or third number calls, or both.

E. Aeneas Communications will provide its own billing number information to BellSouth for storage and to be used for Billed Number Screening and Calling Card Validation. Aeneas Communications will arrange and pay for transport of updates to BellSouth.

IV. COMPLIANCE

Unless expressly authorized in writing by Aeneas Communications, all billing number information provided pursuant to this Addendum shall be used for no purposes other than those set forth in this Addendum.

EXHIBIT B

CALLING NAME DELIVERY (CNAM) DATABASE SERVICES

1. Definitions

For the purpose of this Attachment, the following terms shall be defined as:

CALLING NAME DELIVERY DATABASE SERVICE (CNAM) - The ability to associate a name with the calling party number, allowing the end user subscriber (to which a call is being terminated) to view the calling party's name before the call is answered. This service also provides Aeneas Communications the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.

CALLING PARTY NUMBER (CPN) - The number of the calling party that is delivered to the terminating switch using common channel signaling system 7 (CCS7) technology, and that is contained in the Initial Address Message (IAM) portion of the CCS7 call setup.

COMMON CHANNEL SIGNALING SYSTEM 7 (CCS7) - A network signaling technology in which all signaling information between two or more nodes is transmitted over high-speed data links, rather than over voice circuits.

SERVICE CONTROL POINTs (SCPs) - The real-time data base systems that contain the names to be provided in response to queries received from CNAM SSPs.

SERVICE MANAGEMENT SYSTEM (SMS) - The main operations support system of CNAM DATABASE SERVICE. CNAM records are loaded into the SMS, which in turn downloads into the CNAM SCP.

SERVICE SWITCHING POINTs (SSPs) - Features of computerized switches in the telephone network that determine that a terminating line has subscribed to CNAM service, and then communicate with CNAM SCPs in order to provide the name associated with the calling party number.

SUBSYSTEM NUMBER (SSN) - The address used in the Signaling Connection Control Part (SCCP) layer of the SS7 protocol to designate an application at an end signaling point. A SSN for CNAM at the end office designates the CNAM application within the end office. BellSouth uses the CNAM SSN of 232.

2. Attachment

2.1 This Attachment contains the terms and conditions where BellSouth will provide to Aeneas Communications access to the BellSouth CNAM SCP for query or record storage purposes.

2.2 Aeneas Communications shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services pursuant to the terms and conditions of

this Attachment. Said notice shall be in writing, no less than 60 days prior to Aeneas Communications's access to BellSouth's CNAM Database Services and shall be addressed to Aeneas Communications's Account Manager.

3. Physical Connection and Compensation

3.1 BellSouth's provision of CNAM Database Services to Aeneas Communications requires interconnection from Aeneas Communications to BellSouth CNAM Service Control Points (SCPs). Such interconnections shall be established pursuant to Attachment 3 of this Agreement. The appropriate charge for access to and use of the BellSouth CNAM Database service shall be as set forth in this Attachment.

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

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

3.4 Out-Of-Region Customers

If the customer queries the BellSouth CNAM SCP via a third party national SS7 transport provider, the third party SS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's (formerly BellCore's) CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish SS7 interconnection at one or more of the BellSouth Gateway Signal Transfer Points (STPs). The payment of all costs associated with the transport of SS7 signals via a third party will be established by mutual agreement of the Parties in writing and shall, by this reference become an integral part of this Agreement.

4. CNAM Record Initial Load and Updates

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

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

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

BELLSOUTH/Aeneas RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
NIDs										
NID to NID Cross Connect, 2-Wire or 4-Wire, NRC	UNDC2	$11.63	$6.15	NA	$11.79	$11.72	NA	$11.68	NA	NA
NID to NID Cross Connect, 2-Wire or 4-Wire, NRC	UNDC4	$11.63	$6.15	NA	$11.79	$11.72	NA	$11.68	NA	NA
NID, 1-2 lines, per month	UND12	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 1st	UND12	TBD	$94.50	TBD	$94.56	$93.90	TBD	TBD	TBD	TBD
NRC - Add'l	UND12	TBD	$57.22	TBD	$57.28	$56.67	TBD	TBD	TBD	TBD
NRC - Disconnect Charge - 1st	UND12	TBD	NA	TBD	NA	NA	TBD	TBD	TBD	TBD
NRC - Disconnect Charge - Add'l	UND12	TBD	NA	TBD	NA	NA	TBD	TBD	TBD	TBD
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	NA	$3.50	$3.50	NA	$3.50	NA	TBD
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	TBD
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	NA	NA	NA	TBD
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	NA	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	TBD	NA	NA	TBD	TBD	TBD	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	TBD	NA	NA	TBD	TBD	TBD	TBD
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	TBD	NA	NA	TBD	TBD	TBD	TBD
NID, 1-6 lines, per month	UND16	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 1st	UND16	TBD	$136.75	TBD	$136.91	$135.29	TBD	TBD	TBD	TBD
NRC - Add'l	UND16	TBD	$99.47	TBD	$99.63	$98.07	TBD	TBD	TBD	TBD
NRC - Disconnect Charge - 1st	UND16	TBD	NA	TBD	NA	NA	TBD	TBD	TBD	TBD
NRC - Disconnect Charge - Add'l	UND16	TBD	NA	TBD	NA	NA	TBD	TBD	TBD	TBD
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	NA	$3.50	$3.50	NA	$3.50	NA	TBD
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	TBD
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	NA	NA	NA	TBD
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	NA	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	$21.56	TBD	NA	NA	TBD	TBD	TBD	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	TBD	NA	NA	TBD	TBD	TBD	TBD
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	$3.84	TBD	NA	NA	TBD	TBD	TBD	TBD
Nonrecurring Charge - customer transfer, feature additions, changes (1)		$5.00	NA	NA	NA	NA	$5.00	NA	NA	NA
LOOP, EXCLUDING NID										
2-Wire Analog VG Loop (Standard), per month		NA	NA	NA	$18.20	NA	NA	NA	NA	NA
NRC - 1st		NA	NA	NA	$86.08	NA	NA	NA	NA	NA
NRC - Add'l		NA	NA	NA	$58.57	NA	NA	NA	NA	NA
2-Wire Analog VG Loop (Customized), per month		NA	NA	NA	$21.41	NA	NA	NA	NA	NA
NRC - 1st		NA	NA	NA	$236.75	NA	NA	NA	NA	NA
NRC - Add'l		NA	NA	NA	$177.10	NA	NA	NA	NA	NA
4-Wire Analog VG Loop (Standard), per month		NA	NA	NA	$26.38	NA	NA	NA	NA	NA
NRC - 1st		NA	NA	NA	$457.14	NA	NA	NA	NA	NA
NRC - Add'l		NA	NA	NA	$348.83	NA	NA	NA	NA	NA
2-Wire ISDN Digital Grade Loop (Standard), per month		NA	NA	NA	$29.65	NA	NA	NA	NA	NA
NRC - 1st		NA	NA	NA	$541.28	NA	NA	NA	NA	NA
NRC - Add'l		NA	NA	NA	$431.61	NA	NA	NA	NA	NA
2-Wire ADSL Loop (Standard), per month		NA	NA	NA	$10.63	NA	NA	NA	NA	NA
NRC - 1st		NA	NA	NA	$713.50	NA	NA	NA	NA	NA
NRC - Add'l		NA	NA	NA	$609.44	NA	NA	NA	NA	NA
2-Wire HDSL Loop (Standard), per month		NA	NA	NA	$7.40	NA	NA	NA	NA	NA
NRC - 1st		NA	NA	NA	$713.50	NA	NA	NA	NA	NA
NRC - Add'l		NA	NA	NA	$609.44	NA	NA	NA	NA	NA
4-Wire HDSL Loop (Standard), per month		NA	NA	NA	$9.70	NA	NA	NA	NA	NA
NRC - 1st		NA	NA	NA	$748.93	NA	NA	NA	NA	NA
NRC - Add'l		NA	NA	NA	$646.17	NA	NA	NA	NA	NA
LOOP, INCLUDING NID										
2-Wire Analog VG Loop-SL1										

BELLSOUTH/Aeneas RATES
NETWORK ELEMENTS
AND OTHER SERVICES

			RC - Statewide, per month	UEAL2	NA	NA	NA	NA	NA	NA	$15.88	NA	NA	
			RC - Zone 1, per month (Note 2)	UEAL2	$15.24	$13.75	$14.21	$14.79	$14.96	$15.58	TBD	$18.48	$15.92	
			RC - Zone 2, per month (Note 2)	UEAL2	$24.75	$20.13	$16.41	$27.68	$25.69	$20.65	TBD	$27.87	$20.79	
			RC - Zone 3, per month (Note 2)	UEAL2	$44.85	$44.40	$26.08	$47.78	$52.47	$29.51	TBD	$36.91	$27.18	
			RC - Zone 4, per month (Note 2)	UEAL2	NA	NA	NA	NA	NA	$38.94	NA	NA	NA	
			NRC - 1st	UEAL2	$59.03	$83.20	$42.54	$86.08	$40.69	$59.25	$57.99	$70.44	$78.93	
			NRC - Add'l	UEAL2	$43.14	$35.12	$31.33	$58.57	$29.96	$43.67	$42.37	$44.05	$50.98	
			NRC - Disconnect Charge - 1st	UEAL2	$15.21	$55.97	NA	NA	$11.48	$16.35	NA	NA	NA	
			NRC - Disconnect Charge - Add'l	UEAL2	$3.22	$10.35	NA	NA	$3.36	$4.06	NA	NA	NA	
			NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	
			NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	TBD	
			NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	NA	NA	NA	$19.99	
			NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	NA	NA	NA	TBD	
			NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$26.94	$44.22	NA	
			NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12.76	$13.55	NA	
			NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA	
			NRC - Loop Make-Up	UEANM	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	
	2-Wire Analog VG Loop-SL2 w/loop or ground start signaling													
			RC - Statewide, per month	UEAL2	NA	NA	NA	NA	NA	NA	$19.50	NA	NA	
			RC - Zone 1, per month (Note 2)	UEAL2	$17.95	$18.48	$16.84	$17.27	$17.65	$18.35	TBD	$21.57	$15.92	
			RC - Zone 2, per month (Note 2)	UEAL2	$29.16	$22.43	$19.45	$32.32	$30.32	$24.33	TBD	$32.53	$20.79	
			RC - Zone 3, per month (Note 2)	UEAL2	$52.84	$27.87	$30.92	$55.78	$61.93	$34.77	TBD	$43.08	$27.18	
			RC - Zone 4, per month (Note 2)	UEAL2	NA	NA	NA	NA	NA	$45.88	NA	NA	NA	
			NRC - 1st	UEAL2	$145.46	$218.96	$104.17	$236.75	$99.69	$144.01	$142.97	$178.12	$192.97	
			NRC - Add'l	UEAL2	$108.40	$136.44	$78.10	$177.10	$74.73	$107.70	$106.56	$128.80	$140.72	
			NRC - Disconnect Charge - 1st	UEAL2	$40.31	$113.41	NA	NA	$28.73	$40.98	NA	NA	NA	
			NRC - Disconnect Charge - Add'l	UEAL2	$26.01	$20.58	NA	NA	$18.87	$26.95	NA	NA	NA	
			NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	
			NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	TBD	
			NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	NA	NA	NA	$19.99	
			NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	NA	NA	NA	TBD	
			NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$26.94	$44.42	NA	
			NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12.76	$13.55	NA	
			NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$26.95	NA	NA	NA	
			NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.99	$36.18	$34.22	$36.18	$32.77	$45.27	$45.34	$45.43	$55.00	
	2-Wire Analog VG Loop-SL2 w/ reverse battery signaling													
			RC - Statewide, per month	UEAR2	NA	NA	NA	NA	NA	NA	$19.50	NA	NA	
			RC - Zone 1, per month (Note 2)	UEAR2	$17.95	$18.48	$16.84	$17.27	$17.65	$18.35	TBD	$21.57	$15.92	
			RC - Zone 2, per month (Note 2)	UEAR2	$29.16	$22.43	$19.45	$32.32	$30.32	$24.33	TBD	$32.53	$20.79	
			RC - Zone 3, per month (Note 2)	UEAR2	$52.84	$27.87	$30.92	$55.78	$61.93	$34.77	TBD	$43.08	$27.18	
			RC - Zone 4, per month (Note 2)	UEAR2	NA	NA	NA	NA	NA	$45.88	NA	NA	NA	
			NRC - 1st	UEAR2	$145.46	$218.96	$104.17	$236.75	$99.69	$144.01	$142.97	$178.12	$192.97	
			NRC - Add'l	UEAR2	$108.40	$136.44	$78.10	$177.10	$74.73	$107.70	$106.56	$128.80	$140.72	
			NRC - Disconnect Charge - 1st	UEAR2	$40.31	$113.41	NA	NA	$28.73	$40.98	NA	NA	NA	
			NRC - Disconnect Charge - Add'l	UEAR2	$26.01	$20.58	NA	NA	$18.87	$26.95	NA	NA	NA	
			NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	
			NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	TBD	
			NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	NA	NA	NA	$19.99	
			NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	NA	NA	NA	TBD	
			NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$26.94	$44.42	NA	
			NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12.76	$13.55	NA	
			NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$26.95	NA	NA	NA	
			NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOCL	$45.99	$36.18	$34.22	$36.18	$32.77	$45.27	$45.34	$45.43	$55.00	
	4-Wire Analog VG Loop													
			RC - Statewide, per month	UEAL4	NA	NA	NA	NA	NA	NA	$27.49	NA	NA	
			RC - Zone 1, per month (Note 2)	UEAL4	$24.01	$24.26	$22.26	$20.92	$24.36	$22.38	TBD	$29.47	$15.92	

BELLSOUTH/Aeneas RATES
NETWORK ELEMENTS
AND OTHER SERVICES

		RC - Zone 2, per month (Note 2)	UEAL4	$39.00	$35.51	$25.70	$39.14	$41.85	$29.67	TBD	$44.44	$20.79
		RC - Zone 3, per month (Note 2)	UEAL4	$70.67	$78.35	$40.85	$67.56	$85.47	$42.40	TBD	$58.85	$27.18
		RC - Zone 4, per month (Note 2)	UEAL4	NA	NA	NA	NA	NA	$55.96	NA	NA	NA
		NRC - 1st	UEAL4	$293.70	$141.00	$206.95	$457.14	$198.10	$289.06	$288.47	$383.39	$58.50
		NRC - Add'l	UEAL4	$241.76	$43.00	$170.57	$348.83	$163.26	$238.19	$237.45	$286.77	$31.00
		NRC - Disconnect Charge - 1st	UEAL4	$108.96	$122.15	NA	NA	$74.27	$108.14	NA	NA	NA
		NRC - Disconnect Charge - Add'l	UEAL4	$57.01	$27.42	NA	NA	$39.44	$57.28	NA	NA	NA
		NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
		NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	TBD
		NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	NA	NA	NA	$19.99
		NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	NA	NA	NA	TBD
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$26.94	$44.06	NA
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12.76	$13.55	NA
		NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
		NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.99	$36.18	$34.22	$36.18	$32.77	$45.27	$45.34	$45.43	$55.00
	2-Wire ISDN Digital Grade Loop											
		RC - Statewide, per month	U1L2X	NA	NA	NA	NA	NA	NA	$24.98	NA	NA
		RC - Zone 1, per month (Note 2)	U1L2X	$23.23	$32.34	$21.89	$23.66	$21.15	$21.86	TBD	$26.68	$15.92
		RC - Zone 2, per month (Note 2)	U1L2X	$37.74	$47.35	$25.27	$44.28	$36.22	$28.97	TBD	$40.24	$20.79
		RC - Zone 3, per month (Note 2)	U1L2X	$68.38	$104.47	$40.17	$76.42	$74.19	$41.40	TBD	$53.29	$27.18
		RC - Zone 4, per month (Note 2)	U1L2X	NA	NA	NA	NA	NA	$54.64	NA	NA	NA
		NRC - 1st	U1L2X	$331.85	$306.00	$233.38	$541.28	$223.27	$326.38	$325.91	$423.04	$58.50
		NRC - Add'l	U1L2X	$255.87	$283.00	$180.35	$431.61	$172.63	$252.00	$251.31	$301.75	$31.00
		NRC - Disconnect Charge - 1st	U1L2X	$108.95	$111.10	NA	NA	$74.27	$108.14	NA	NA	NA
		NRC - Disconnect Charge - Add'l	U1L2X	$57.01	$18.28	NA	NA	$39.44	$57.27	NA	NA	NA
		NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
		NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	TBD
		NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	NA	NA	NA	$19.99
		NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	NA	NA	NA	TBD
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$26.94	$44.42	NA
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12.76	$13.55	NA
		NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
		NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.99	$36.18	$34.22	$36.18	$32.77	$45.27	$45.34	$45.43	$55.00
	2-Wire Universal Digital Carrier (UDC), statewide, per month		UDC2X	NA	NA	NA	NA	NA	NA	$24.98	NA	NA
		Zone 1, per month	UDC2X	$23.23	$32.34	$21.89	$23.66	$21.15	$21.86	TBD	$26.68	$15.92
		Zone 2, per month	UDC2X	$37.74	$47.35	$25.27	$44.28	$36.22	$28.97	TBD	$40.24	$20.79
		Zone 3, per month	UDC2X	$68.38	$104.47	$40.17	$76.42	$74.19	$41.40	TBD	$53.29	$27.18
		Zone 4, per month	UDC2X	NA	NA	NA	NA	NA	$54.64	NA	NA	NA
		NRC - 1st	UDC2X	$331.85	$306.00	$233.38	$541.28	$223.27	$326.38	$325.91	$423.04	$58.50
		NRC - Add'l	UDC2X	$255.87	$283.00	$180.35	$431.61	$172.63	$252.00	$251.31	$301.75	$31.00
		NRC - Disconnect Charge - 1st	UDC2X	$108.95	$111.10	NA	NA	$74.27	$108.14	NA	NA	NA
		NRC - Disconnect Charge - Add'l	UDC2X	$57.01	$18.28	NA	NA	$39.44	$57.27	NA	NA	NA
		NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
		NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	TBD
		NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	NA	NA	NA	$19.99
		NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	NA	NA	NA	TBD
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$26.94	$44.42	NA
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12.76	$13.55	NA
		NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
		NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.99	$36.18	$34.22	$36.18	$32.77	$45.27	$45.34	$45.43	$55.00
	2-Wire ADSL Compatible Loop incl Man Svc Inquiry & Fac Reservation											
		RC - Statewide, per month	UAL2X	NA	NA	NA	NA	NA	NA	$14.60	NA	NA
		RC - Zone 1, per month (Note 2)	UAL2X	$12.09	$12.78	$11.23	$8.79	$11.90	$10.87	TBD	$17.10	$15.93
		RC - Zone 2, per month (Note 2)	UAL2X	$19.64	$18.72	$12.97	$16.46	$20.43	$14.40	TBD	$25.79	$20.05
		RC - Zone 3, per month (Note 2)	UAL2X	$35.59	$41.29	$20.62	$28.40	$41.73	$20.58	TBD	$34.15	$28.74

BELLSOUTH/Aeneas RATES
NETWORK ELEMENTS
AND OTHER SERVICES

		RC - Zone 4, per month (Note 2)	UAL2X	NA	NA	NA	NA	NA	$27.16	NA	NA	NA
		NRC - 1st	UAL2X	$514.21	$113.85	$359.73	$713.50	$343.13	$504.82	$504.90	$600.61	$640.79
		NRC - Add'l	UAL2X	$464.58	$99.61	$325.15	$609.44	$310.03	$456.24	$456.17	$507.33	$541.94
		NRC - Disconnect Charge - 1st	UAL2X	$106.65	$154.23	NA	NA	$72.54	$105.86	NA	NA	NA
		NRC - Disconnect Charge - Add'l	UAL2X	$56.98	$35.23	NA	NA	$39.42	$57.25	$26.94	NA	NA
		NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
		NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	NA	NA	NA	$19.99
		NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	NA	NA	NA	TBD
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$12.76	$44.42	NA
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	NA	$13.55	NA
		NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
		NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.99	$36.18	$34.22	$36.18	$32.77	$45.27	$45.34	$45.43	$55.00
	2-Wire ADSL Compatible Loop without Man Svc Inquiry & Fac Reservation											
	RC - Statewide, per month		UAL2W	NA	NA	NA	NA	NA	NA	$14.60	NA	NA
		Zone 1, per month	UAL2W	$12.09	$12.78	$11.23	$8.79	$11.90	$10.87	TBD	$17.10	$15.93
		Zone 2, per month	UAL2W	$19.64	$18.72	$12.97	$16.46	$20.43	$14.40	TBD	$25.79	$20.05
		Zone 3, per month	UAL2W	$35.59	$41.29	$20.62	$28.40	$41.73	$20.58	TBD	$34.15	$28.74
		Zone 4, per month	UAL2W	NA	NA	NA	NA	NA	$27.16	NA	NA	NA
		NRC - 1st	UAL2W	$375.21	$258.86	$220.73	$260.95	$255.34	$365.82	$365.90	$461.60	$501.79
		NRC - Add'l	UAL2W	$325.58	$175.48	$186.15	$176.21	$170.72	$317.24	$317.17	$368.33	$402.94
		NRC - Disconnect Charge - 1st	UAL2W	$106.65	$108.29	NA	$112.86	$112.32	$105.86	NA	NA	NA
		NRC - Disconnect Charge - Add'l	UAL2W	$56.98	$15.46	NA	$15.88	$15.81	$57.25	$26.94	NA	NA
		NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
		NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	TBD
		NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	NA	NA	NA	$19.99
		NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	NA	NA	NA	TBD
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$12.76	$44.42	NA
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	NA	$13.55	NA
		NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
		NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.99	$36.18	$34.22	$36.18	$32.77	$45.27	$45.34	$45.43	$55.00
	2-Wire HDSL Compatible Loop, incl Man Svc Inquiry & Fac Reserv											
		RC - Statewide, per month	UHL2X	NA	NA	NA	NA	NA	NA	$11.98	NA	NA
		RC - Zone 1, per month (Note 2)	UHL2X	$9.41	$9.80	$7.88	$6.29	$8.97	$8.50	TBD	$12.21	$11.62
		RC - Zone 2, per month (Note 2)	UHL2X	$15.29	$14.35	$9.09	$11.78	$15.41	$11.26	TBD	$18.41	$14.62
		RC - Zone 3, per month (Note 2)	UHL2X	$27.70	$31.65	$14.46	$20.33	$31.48	$16.10	TBD	$24.39	$20.96
		RC - Zone 4, per month (Note 2)	UHL2X	NA	NA	NA	NA	NA	$21.25	NA	NA	NA
		NRC - 1st	UHL2X	$514.21	$113.85	$359.73	$713.50	$343.13	$504.82	$504.90	$600.61	$640.79
		NRC - Add'l	UHL2X	$464.58	$99.61	$325.15	$609.44	$310.03	$456.24	$456.17	$507.33	$541.94
		NRC - Disconnect Charge - 1st	UHL2X	$106.65	$154.23	NA	NA	$72.54	$105.86	NA	NA	NA
		NRC - Disconnect Charge - Add'l	UHL2X	$56.98	$35.23	NA	NA	$39.42	$57.25	NA	NA	NA
		NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
		NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	TBD
		NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	NA	NA	NA	$19.99
		NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	NA	NA	NA	TBD
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$26.94	$44.06	NA
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12.76	$13.55	NA
		NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
		NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.99	$36.18	$34.22	$36.18	$32.77	$45.27	$45.34	$45.43	$55.00
	2-Wire HDSL Compatible Loop, without Man Svc Inquiry & Fac Reserv											
	Statewide, per month		UHL2W	NA	NA	NA	NA	NA	NA	$11.98	NA	NA
		Zone 1, per month	UHL2W	$9.41	$9.80	$7.88	$6.29	$8.97	$8.50	TBD	$12.21	$11.62
		Zone 2, per month	UHL2W	$15.29	$14.35	$9.09	$11.78	$15.41	$11.26	TBD	$18.41	$14.62
		Zone 3, per month	UHL2W	$27.70	$31.65	$14.48	$20.33	$31.48	$16.10	TBD	$24.39	$20.96
		Zone 4, per month	UHL2W	NA	NA	NA	NA	NA	$21.25	NA	NA	NA
		NRC - 1st	UHL2W	$375.21	$276.19	$220.73	$278.28	$272.64	$365.82	$365.90	$461.60	$501.79
		NRC - Add'l	UHL2W	$325.58	$192.81	$186.15	$193.54	$188.02	$317.24	$317.17	$368.33	$402.94

BELLSOUTH/Aeneas RATES
NETWORK ELEMENTS
AND OTHER SERVICES

		NRC - Disconnect Charge - 1st	UHL2W	$106.65	$108.29	NA	$112.86	$112.32	$105.86	NA	NA	NA
		NRC - Disconnect Charge - Add'l	UHL2W	$56.98	$15.46	NA	$15.88	$15.81	$57.25	NA	NA	NA
		NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
		NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	TBD
		NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	NA	NA	NA	$19.99
		NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	NA	NA	NA	TBD
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$26.94	$44.06	NA
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12.76	$13.55	NA
		NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
		NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.99	$36.18	$34.22	$36.18	$32.77	$45.27	$45.34	$45.43	$55.00
	4-Wire HDSL Compatible Loop, incl Man Svc Inquiry & Fac Reserv											
		RC - Statewide, per month	UHL4X	NA	NA	NA	NA	NA	NA	$13.97	NA	$17.91
		RC - Zone 1, per month (Note 2)	UHL4X	$11.52	$14.75	$10.39	$7.68	$12.97	$10.36	TBD	$16.21	$15.46
		RC - Zone 2, per month (Note 2)	UHL4X	$18.71	$21.59	$12.00	$14.38	$21.76	$13.73	TBD	$24.45	$19.46
		RC - Zone 3, per month (Note 2)	UHL4X	$33.90	$47.64	$19.07	$24.82	$44.44	$19.62	TBD	$32.38	$27.88
		RC - Zone 4, per month (Note 2)	UHL4X	NA	NA	NA	NA	NA	$25.90	NA	NA	NA
		NRC - 1st	UHL4X	$541.13	$116.91	$378.86	$748.93	$361.45	$531.21	$531.35	$625.11	$666.70
		NRC - Add'l	UHL4X	$491.50	$101.71	$344.28	$646.17	$328.35	$482.63	$482.62	$532.78	$568.86
		NRC - Disconnect Charge - 1st	UHL4X	$106.65	$161.19	NA	NA	$72.54	$105.86	NA	NA	NA
		NRC - Disconnect Charge - Add'l	UHL4X	$56.98	$26.10	NA	NA	$39.42	$57.25	NA	NA	NA
		NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
		NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	TBD
		NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	NA	NA	NA	$19.99
		NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	NA	NA	NA	TBD
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$26.94	$44.06	NA
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12.76	$13.55	NA
		NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
		NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.99	$36.18	$34.22	$36.18	$32.77	$45.27	$45.34	$45.43	$55.00
	4-Wire HDSL Compatible Loop, without Man Svc Inquiry & Fac Res											
	Statewide, per month		UHL4W	NA	NA	NA	NA	NA	NA	$13.97	NA	$17.91
		Zone 1, per month	UHL4W	$11.52	$14.75	$10.39	$7.68	$12.97	$10.36	TBD	$16.21	$15.46
		Zone 2, per month	UHL4W	$18.71	$21.59	$12.00	$14.38	$21.76	$13.73	TBD	$24.45	$19.46
		Zone 3, per month	UHL4W	$33.90	$47.64	$19.07	$24.82	$44.44	$19.62	TBD	$32.38	$27.88
		Zone 4, per month	UHL4W	NA	NA	NA	NA	NA	$25.90	NA	NA	NA
		NRC - 1st	UHL4W	$402.13	$333.40	$239.86	$276.76	$329.76	$392.21	$392.35	$486.11	$527.70
		NRC - Add'l	UHL4W	$352.50	$250.01	$205.28	$192.02	$245.15	$343.63	$343.62	$393.78	$429.86
		NRC - Disconnect Charge - 1st	UHL4W	$106.65	$114.30	NA	$122.17	$124.19	$105.86	NA	NA	NA
		NRC - Disconnect Charge - Add'l	UHL4W	$56.98	$19.58	NA	$20.64	$20.98	$57.25	NA	NA	NA
		NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
		NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	TBD
		NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	NA	NA	NA	$19.99
		NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	NA	NA	NA	TBD
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$26.94	$44.06	NA
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12.76	$13.55	NA
		NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
		NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.99	$36.18	$34.22	$36.18	$32.77	$45.27	$45.34	$45.43	$55.00
	4-Wire DS1 Digital Loop											
		RC - Statewide, per month	USLXX	NA	NA	NA	NA	NA	NA	$62.78	NA	NA
		RC - Zone 1, per month (Note 2)	USLXX	$51.74	$64.69	$55.53	$50.26	$56.32	$50.99	TBD	$59.61	$57.73

BELLSOUTH/Aeneas RATES
NETWORK ELEMENTS
AND OTHER SERVICES

RC - Zone 2, per month (Note 2)	USLXX	$84.05	$94.71	$64.13	$94.06	$96.73	$67.58	TBD	$89.90	$75.40	
RC - Zone 3, per month (Note 2)	USLXX	$152.29	$208.93	$101.93	$162.34	$197.57	$96.58	TBD	$119.06	$98.59	
RC - Zone 4, per month (Note 2)	USLXX	NA	NA	NA	NA	NA	$127.47	NA	NA	NA	
NRC - 1st	USLXX	$610.13	$540.00	$429.98	$849.80	$410.38	$599.09	$714.84	$715.77	$313.08	
NRC - Add'l	USLXX	$380.26	$465.00	$268.18	$523.27	$255.48	$373.90	$421.47	$421.50	$219.72	
NRC - Disconnect Charge - 1st	USLXX	$134.77	$82.85	NA	NA	$92.35	$133.53	NA	NA	$96.86	
NRC - Disconnect Charge - Add'l	USLXX	$55.97	$21.69	NA	NA	$38.44	$56.25	NA	NA	$40.45	
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	TBD	
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	NA	NA	NA	$19.99	
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	NA	NA	NA	TBD	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$26.94	$43.77	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12.76	$13.55	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA	
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$49.18	$36.18	$34.52	$36.18	$33.05	$48.17	$45.34	$48.47	$55.00	
4-Wire 56 Kbps Dig Grade Loop											
RC - Statewide, per month	UDL56	NA	NA	NA	NA	NA	NA	$32.67	NA	$42.23	
RC - Zone 1, per month (Note 2)	UDL56	$27.33	$39.08	$25.75	$35.92	$27.50	$25.61	TBD	$34.26	$36.45	
RC - Zone 2, per month (Note 2)	UDL56	$44.40	$57.21	$29.74	$40.32	$47.24	$33.94	TBD	$51.67	$45.87	
RC - Zone 3, per month (Note 2)	UDL56	$80.45	$126.22	$47.27	$37.90	$96.48	$48.51	TBD	$68.43	$65.75	
RC - Zone 4, per month (Note 2)	UDL56	NA	NA	NA	NA	NA	$64.02	NA	NA	NA	
NRC - 1st	UDL56	$498.05	$654.72	$348.55	$258.62	$333.28	$489.00	$489.04	$602.73	$643.00	
NRC - Add'l	UDL56	$343.70	$428.45	$241.20	$176.11	$230.50	$337.93	$337.51	$393.50	$421.26	
NRC - Disconnect Charge - 1st	UDL56	$129.62	$122.15	NA	$127.74	$87.99	$128.36	NA	$44.06	NA	
NRC - Disconnect Charge - Add'l	UDL56	$64.25	$27.42	NA	$27.90	$44.24	$64.35	NA	$13.55	NA	
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	TBD	
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	NA	NA	NA	$19.99	
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	NA	NA	NA	TBD	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$26.94	NA	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12.76	NA	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA	
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.99	$36.18	$34.22	$36.18	$32.77	$45.27	$45.34	$45.43	$55.00	
4-Wire 64 Kbps Dig Grade Loop											
RC - Statewide, per month	UDL64	NA	NA	NA	NA	NA	NA	$32.67	$41.70	$42.23	
RC - Zone 1, per month (Note 2)	UDL64	$27.33	$39.08	$25.75	$35.92	$27.50	$25.61	TBD	$34.26	$36.45	
RC - Zone 2, per month (Note 2)	UDL64	$44.40	$57.21	$29.74	$40.32	$47.24	$33.94	TBD	$51.67	$45.87	
RC - Zone 3, per month (Note 2)	UDL64	$80.45	$126.22	$47.27	$37.90	$96.48	$48.51	TBD	$68.43	$65.75	
RC - Zone 4, per month (Note 2)	UDL64	NA	NA	NA	NA	NA	$64.02	NA	NA	NA	
NRC - 1st	UDL64	$498.05	$654.72	$348.55	$258.62	$333.28	$489.00	$489.04	$602.73	$643.00	
NRC - Add'l	UDL64	$343.70	$428.45	$241.20	$176.11	$230.50	$337.93	$337.51	$393.50	$421.26	
NRC - Disconnect Charge - 1st	UDL64	$129.62	$122.15	NA	$127.74	$87.99	$128.36	NA	$44.06	NA	
NRC - Disconnect Charge - Add'l	UDL64	$64.25	$27.42	NA	$27.90	$44.24	$64.35	NA	$13.55	NA	
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	NA	
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	NA	NA	NA	$19.99	
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	NA	NA	NA	NA	

BELLSOUTH/Aeneas RATES
NETWORK ELEMENTS
AND OTHER SERVICES

NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$26.94	NA	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12.76	NA	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA	
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.99	$36.18	$34.22	$36.18	$32.77	$45.27	$45.34	$45.43	$55.00	
2-Wire Unb Copper Loop/Short(< or = 18kft), incl Man SI & Fac Res*											
RC - Statewide, per month	UCLPB	$15.11	NA	$13.97	NA	NA	NA	NA	$20.81	NA	
RC - Zone 1, per month (Note 2)	UCLPB	TBD	$18.60	$19.80	$14.94	$16.34	$16.85	$12.27	$18.90	$19.85	
RC - Zone 2, per month (Note 2)	UCLPB	TBD	$27.23	$22.86	$15.15	$17.99	$22.34	$20.63	$28.50	$24.98	
RC - Zone 3, per month (Note 2)	UCLPB	TBD	$60.07	$36.34	$15.73	$18.83	$31.92	$23.88	$37.75	$35.81	
RC - Zone 4, per month (Note 2)	UCLPB	NA	NA	NA	NA	NA	$42.13	NA	NA	NA	
NRC - 1st	UCLPB	$514.21	$389.84	$395.16	$391.93	$386.13	$504.82	$450.00	$600.61	$270.01	
NRC - Add'l	UCLPB	$464.58	$251.26	$217.39	$251.98	$246.38	$456.24	$390.00	$507.33	$234.63	
NRC - Disconnect Charge - 1st	UCLPB	TBD	$154.23	$142.27	$160.06	$159.29	$105.86	NA	NA	$74.54	
NRC - Disconnect Charge - Add'l	UCLPB	TBD	$35.23	$37.86	$36.20	$36.02	$57.25	NA	NA	$39.14	
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	NA	
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	NA	NA	NA	$19.99	
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	NA	NA	NA	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$47.00	NA	$18.94	NA	$18.14	$25.52	$26.94	$47.00	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$21.00	NA	$8.42	NA	$8.06	$11.34	$12.76	$25.52	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$17.77	NA	$142.27	NA	$11.41	$16.06	NA	$21.00	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	$17.77	NA	$37.86	NA	$11.41	$16.06	NA	$21.00	NA	
NRC - Incremental Charge - Manual Order Coordination - per loop	UCLMC	$16.00	$16.31	$36.46	$16.31	$32.77	$45.27	$16.00	$45.43	$34.29	
2-Wire Unb Copper Loop/Short (< or = 18kft), without Man SI & Fac Res											
RC - Statewide, per moth	UCLPW	NA	NA	NA	NA	NA	NA	NA	$20.81	NA	
Zone 1, per month	UCLPW	TBD	$18.60	$11.90	$14.94	$16.34	$16.85	$12.27	$18.90	$19.85	
Zone 2, per month	UCLPW	TBD	$27.23	$13.74	$15.15	$17.99	$22.34	$20.63	$28.50	$24.98	
Zone 3, per month	UCLPW	TBD	$60.07	$21.83	$15.73	$18.83	$31.92	$23.88	$37.75	$35.81	
Zone 4, per month	UCLPW	NA	NA	NA	NA	NA	$42.13	NA	NA	NA	
NRC - 1st	UCLPW	$375.21	$257.00	$154.13	$259.09	$253.48	$365.82	$311.00	$461.61	$131.01	
NRC - Add'l	UCLPW	$325.58	$173.62	$139.75	$174.35	$168.86	$317.24	$251.00	$368.33	$95.63	
NRC - Disconnect Charge - 1st	UCLPW	TBD	$108.29	$140.73	$112.86	$112.32	$105.86	NA	NA	$74.54	
NRC - Disconnect Charge - Add'l	UCLPW	TBD	$15.46	$37.45	$15.88	$15.81	$57.25	NA	NA	$39.14	
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	NA	
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	NA	NA	NA	$19.99	
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	NA	NA	NA	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$47.00	NA	NA	NA	$18.14	$25.52	$26.94	$47.00	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$21.00	NA	NA	NA	$8.06	$11.34	$12.76	$25.52	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	$21.00	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	$21.00	NA	
NRC - Incremental Charge - Manual Order Coordination - per loop	UCLMC	$16.00	$16.31	$36.46	$16.31	$32.77	$45.27	$16.00	$45.43	$34.29	
2-Wire Unb Copper Loop/Long (> 18kft), incl Man SI & Fac Res											
RC - Statewide, per month	UCL2L	$40.00	NA	$41.61	NA	NA	NA	NA	NA	NA	
RC - Zone 1, per month (Note 2)	UCL2L	TBD	$48.79	$19.80	$36.19	$43.92	$16.85	$38.66	$18.90	$19.85	
RC - Zone 2, per month (Note 2)	UCL2L	TBD	$58.13	$22.86	$49.31	$59.76	$22.34	$64.03	$28.50	$24.98	
RC - Zone 3, per month (Note 2)	UCL2L	TBD	$71.17	$36.34	$80.78	$104.74	$31.92	$73.89	$37.75	$35.81	
RC - Zone 4, per month (Note 2)	UCL2L	NA	NA	NA	NA	NA	$42.13	NA	NA	NA	
NRC - 1st	UCL2L	$514.21	$331.86	$395.16	$333.21	$332.73	$504.82	$450.00	$600.61	$270.01	
NRC - Add'l	UCL2L	$464.58	$193.27	$217.39	$193.26	$192.99	$456.24	$390.00	$507.33	$234.63	
NRC - Disconnect Charge - 1st	UCL2L	NA	$154.23	$142.27	$160.06	$159.29	$105.86	NA	NA	$74.54	
NRC - Disconnect Charge - Add'l	UCL2L	NA	NA	$37.86	$36.20	$36.02	$57.25	NA	NA	$39.14	
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	

Version 3Q00:10/25/00

BELLSOUTH/Aeneas RATES
NETWORK ELEMENTS
AND OTHER SERVICES

NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	TBD	
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	NA	NA	NA	$19.99	
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	NA	NA	NA	TBD	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$47.00	NA	$18.94	$47.00	$18.14	$25.52	$26.94	$47.00	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$21.00	NA	$8.42	NA	$8.06	$11.34	$12.76	$25.52	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$17.77	NA	$142.27	NA	$11.41	$16.06	NA	$21.00	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'L	SOMAN	$17.77	NA	$37.86	NA	$11.41	$16.06	NA	$21.00	NA	
NRC - Incremental Charge - Manual Order Coordination - per loop	UCLMC	$16.00	$16.31	$36.46	$16.31	$32.77	$45.27	$16.00	$45.43	$34.29	
2-Wire Unb Copper Loop/Long (> 18kft), without Man SI & Fac Res											
RC - Statewide, per month	UCL2W	$40.00	NA	$37.00	NA	NA	NA	NA	NA	NA	
Zone 1, per month	UCL2W	TBD	$48.79	TBD	$36.19	$43.92	$16.85	$38.66	$18.90	$19.85	
Zone 2, per month	UCL2W	TBD	$58.13	TBD	$49.31	$59.76	$22.34	$64.03	$28.50	$24.98	
Zone 3, per month	UCL2W	TBD	$71.17	TBD	$80.78	$104.74	$31.92	$73.89	$37.75	$35.81	
Zone 4, per month	UCL2W	NA	NA	NA	NA	NA	$42.13	NA	NA	NA	
NRC - 1st	UCL2W	$375.21	$199.01	$154.13	$200.37	$200.08	$365.82	$311.00	$461.61	$131.01	
NRC - Add'l	UCL2W	$325.58	$115.63	$139.75	$115.63	$115.46	$317.24	$251.00	$368.33	$95.63	
NRC - Disconnect Charge - 1st	UCL2W	NA	$108.29	TBD	$112.86	$112.32	$105.86	NA	NA	$74.54	
NRC - Disconnect Charge - Add'l	UCL2W	NA	$15.46	TBD	$15.88	$15.81	$57.25	NA	NA	$39.14	
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	NA	
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	NA	NA	NA	$19.99	
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	NA	NA	NA	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$47.00	NA	TBD	NA	$18.14	$25.52	$26.94	$47.00	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$21.00	NA	TBD	NA	$8.06	$11.34	$12.76	$25.52	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$17.77	NA	TBD	NA	$11.41	$16.06	NA	$21.00	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'L	SOMAN	$17.77	NA	TBD	NA	$11.41	$16.06	NA	$21.00	NA	
NRC - Incremental Charge - Manual Order Coordination - per loop	UCLMC	$16.00	$16.31	$36.46	$16.31	$32.77	$45.27	$16.00	$45.43	$34.29	
4-Wire Unb Copper Loop/Short (< or = 18kft), <u>incl</u> Man SI & Fac Res											
Statewide, per month*	UCL4S	TBD	NA	$19.34	NA	NA	NA	NA	NA	NA	
Zone 1, per month	UCL4S	TBD	$25.56	$16.65	$25.26	$29.14	$25.00	$18.49	$25.00	$25.00	
Zone 2, per month	UCL4S	TBD	$30.53	$19.22	$23.00	$26.62	$27.50	$29.75	$27.50	$27.50	
Zone 3, per month	UCL4S	TBD	$32.24	$30.55	$19.08	$28.75	$30.00	$34.14	$30.00	$30.00	
Zone 4, per month	UCL4S	NA	NA	NA	NA	NA	$35.00	NA	NA	NA	
NRC - 1st	UCL4S	TBD	$438.27	$353.80	$440.35	$434.49	$400.00	$400.00	$400.00	$400.00	
NRC - Add'l	UCL4S	TBD	$299.68	$162.61	$300.41	$294.74	$300.00	$300.00	$300.00	$300.00	
NRC - Disconnect Charge - 1st	UCL4S	TBD	$161.19	$156.25	$171.58	$174.43	$150.00	$150.00	$150.00	$150.00	
NRC - Disconnect Charge - Add'l	UCL4S	TBD	$39.76	$41.96	$41.90	$42.60	$40.00	$40.00	$40.00	$40.00	
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	NA	
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	NA	NA	NA	$19.99	
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	NA	NA	NA	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	NA	NA	$18.14	$25.52	$26.94	$47.00	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	NA	NA	$8.06	$11.34	$12.76	$25.52	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	NA	NA	$11.41	$16.06	NA	$21.00	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'L	SOMAN				NA	$11.41	$16.06	NA	$21.00	NA	
NRC - Incremental Charge - Manual Order Coordination - per loop	UCLMC	TBD	$16.31	$36.46	$16.31	$32.77	$45.27	$16.00	$45.43	$34.29	
4-Wire Unb Copper Loop/Short (< or = 18kft), <u>without</u> Man SI & Fac Res											
RC - Statewide, per month	UCL4W	TBD	NA	$19.34	NA	NA	NA	NA	NA	NA	
Zone 1, per month	UCL4W	TBD	$25.56	$16.65	$25.26	$29.14	$25.00	$18.49	$25.00	$25.00	

Version 3Q00:10/25/00

BELLSOUTH/Aeneas RATES
NETWORK ELEMENTS
AND OTHER SERVICES

			Zone 2, per month	UCL4W	TBD	$30.53	$19.22	$23.00	$26.62	$27.50	$29.75	$27.50	$27.50	
			Zone 3, per month	UCL4W	TBD	$32.24	$30.55	$19.08	$28.75	$30.00	$34.14	$30.00	$30.00	
			Zone 4, per month	UCL4W	NA	NA	NA	NA	NA	$35.00	NA	NA	NA	
			NRC - 1st	UCL4W	TBD	$305.43	$214.80	$307.51	$301.83	$261.00	$261.00	$261.00	$261.00	
			NRC - Add'l	UCL4W	TBD	$222.05	$162.61	$222.77	$217.22	$161.00	$161.00	$161.00	$161.00	
			NRC - Disconnect Charge - 1st	UCL4W	TBD	$114.30	$156.25	$122.17	$124.19	$150.00	$150.00	$150.00	$150.00	
			NRC - Disconnect Charge - Add'l	UCL4W	TBD	$19.58	$41.96	$20.64	$20.98	$40.00	$40.00	$40.00	$40.00	
			NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	
			NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	NA	
			NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	NA	NA	NA	$19.99	
			NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	NA	NA	NA	NA	
			NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	NA	NA	$18.14	$25.52	$26.94	$47.00	NA	
			NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	NA	NA	$8.06	$11.34	$12.76	$25.52	NA	
			NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	NA	NA	$11.41	$16.06	NA	$21.00	NA	
			NRC - Incremental Charge - Manual Service Order - Disconnect - Add'L	SOMAN		NA		NA	$11.41	$16.06	NA	$21.00	NA	
			NRC - Incremental Charge - Manual Order Coordination - per loop	UCLMC	TBD	$16.31	$36.46	$16.31	$32.77	$45.27	$16.00	$45.43	$34.29	
	4-Wire Unb Copper Loop/Long (>18kft), incl Man Svc Inq & Fac Res													
			Statewide, Per month	UCL4L	TBD	NA	$55.86	NA	NA	NA	NA	NA	NA	
			Zone 1, per month	UCL4L	TBD	$82.70	$47.56	$61.02	$77.94	$50.00	$54.54	$50.00	$50.00	
			Zone 2, per month	UCL4L	TBD	$119.02	$54.92	$55.74	$115.84	$60.00	$90.93	$60.00	$60.00	
			Zone 3, per month	UCL4L	TBD	$147.54	$87.30	$88.97	$143.00	$90.00	$105.09	$90.00	$90.00	
			Zone 4, per month	UCL4L	NA	NA	NA	NA	NA	TBD	NA	NA	NA	
			NRC - 1st	UCL4L	TBD	$380.29	$397.06	$381.63	$381.09	$400.00	$400.00	$400.00	$400.00	
			NRC - Add'l	UCL4L	TBD	$241.70	$227.88	$241.69	$241.35	$300.00	$300.00	$300.00	$300.00	
			NRC - Disconnect Charge - 1st	UCL4L	TBD	$161.19	$156.25	$171.58	$174.43	$150.00	$150.00	$150.00	$150.00	
			NRC - Disconnect Charge - Add'l	UCL4L	TBD	$39.76	$41.96	$41.90	$42.60	$40.00	$40.00	$40.00	$40.00	
			NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	
			NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	NA	
			NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	NA	NA	NA	$19.99	
			NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	NA	NA	NA	NA	
			NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	NA	NA	$18.14	$25.52	$26.94	$47.00	NA	
			NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	NA	NA	$8.06	$11.34	$12.76	$25.52	NA	
			NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	NA	NA	$11.41	$16.06	NA	$21.00	NA	
			NRC - Incremental Charge - Manual Service Order - Disconnect - Add'L	SOMAN		NA		NA	$11.41	$16.06	NA	$21.00	NA	
			NRC - Incremental Charge - Manual Order Coordination - per loop	UCLMC	TBD	$16.31	$36.46	$16.31	$32.77	$45.27	$16.00	$45.43	$34.29	
	4-Wire Unb Copper Loop/Long (>18kft), without Man SI & Fac Res													
			Statewide, Per month	UCL4O	TBD	NA	$55.86	NA	NA	NA	NA	NA	NA	
			Zone 1, per month	UCL4O	TBD	$82.70	$47.56	$61.02	$77.94	$50.00	$54.54	$50.00	$50.00	
			Zone 2, per month	UCL4O	TBD	$119.02	$54.92	$55.74	$115.84	$60.00	$90.93	$60.00	$60.00	
			Zone 3, per month	UCL4O	TBD	$147.54	$87.30	$88.97	$143.00	$90.00	$105.09	$90.00	$90.00	
			Zone 4, per month	UCL4O	NA	NA	NA	NA	NA	TBD	NA	NA	NA	
			NRC - 1st	UCL4O	TBD	$247.44	$397.06	$248.79	$248.44	$261.00	$261.00	$261.00	$261.00	
			NRC - Add'l	UCL4O	TBD	$164.06	$227.88	$164.05	$163.82	$161.00	$161.00	$161.00	$161.00	
			NRC - Disconnect Charge - 1st	UCL4O	TBD	$114.30	$156.25	$122.17	$124.19	$150.00	$150.00	$150.00	$150.00	
			NRC - Disconnect Charge - Add'l	UCL4O	TBD	$19.58	$41.96	$20.64	$20.98	$40.00	$40.00	$40.00	$40.00	
			NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$4.50	
			NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	NA	
			NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	NA	NA	NA	$19.99	
			NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	NA	NA	NA	NA	
			NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	NA	NA	$18.14	$25.52	$26.94	$47.00	NA	

BELLSOUTH/Aeneas RATES
NETWORK ELEMENTS
AND OTHER SERVICES

			NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	NA	NA	$8.06	$11.34	$12.76	$25.52	NA	
			NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	NA	NA	$11.41	$16.06	NA	$21.00	NA	
			NRC - Incremental Charge - Manual Service Order - Disconnect - Add'L	SOMAN		NA	NA	NA	$11.41	$16.06	NA	$21.00	NA	
			NRC - Incremental Charge - Manual Order Coordination - per loop	UCLMC	TBD	$16.31	$36.46	$16.31	$32.77	$45.27	$16.00	$45.43	$34.29	
	DS3 Local Loop													
			DS3 Unbundled Local Loop - per mile	1L5ND	$10.85	$11.77	$8.90	$43.69	$11.26	$54.39	$32.53	$15.53	$30.53	
			DS3 Unbundled Local Loop- per Facility Termination	UE3PX	$419.65	$404.58	$390.34	$436.95	$439.59	$427.81	$387.01	$421.60	$400.21	
			NRC - Facility Termination - 1st	UE3PX	$640.54	$903.37	$639.50	$1,091.00	$594.70	$975.22	$964.04	$735.42	$726.16	
			NRC - Facility Termination - Add'l	UE3PX	$426.82	$528.05	$426.40	$661.23	$396.54	$549.17	$542.73	$519.31	$411.64	
			NRC - Facility Termination - Disconnect - 1st	UE3PX	$121.72	$221.46	$122.31	NA	$102.16	$134.07	NA	NA	$103.36	
			NRC - Facility Termination - Disconnect - Add'l	UE3PX	$118.54	$154.90	$119.14	NA	$99.46	$130.59	NA	NA	$100.59	
			NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.56	NA	$19.99	NA	NA	NA	NA	$19.99	
			NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.84	NA	NA	NA	NA	NA	NA	NA	
			NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	
			NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	NA	
			NRC - Incremental Charge--Manual Svc Order - 1st	SOMAN	$38.48	NA	$37.55	$50.25	$34.92	$68.62	$29.76	$54.26	NA	
			NRC - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$38.48	NA	$37.55	$50.25	$34.92	$68.62	$29.76	$54.26	NA	
			NRC - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	$19.03	NA	$18.03	$20.94	$20.94	$28.59	NA	NA	NA	
			NRC - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	$19.03	NA	$18.03	$20.94	$20.94	$28.59	NA	NA	NA	
	STS-1 Local Loop													
			STS-1 Unbundled Local Loop - per mile	1L5ND	$10.85	$11.77	$8.90	$43.69	$38.98	$54.39	$32.53	$15.53	$30.53	
			STS-1 Unbundled Local Loop- per Facility Termination	UDLS1	$419.65	$446.09	$421.59	$436.95	$497.08	$427.81	$387.01	$431.32	$400.21	
			NRC - STS-1 - Facility Termination - 1st	UDLS1	$640.54	$903.37	$639.50	$1,091	$709.14	$975.22	$964.04	$735.42	$726.16	
			NRC - STS-1 - Facility Termination - Add'l	UDLS1	$426.82	$528.05	$426.40	$661.23	$402.63	$549.17	$542.73	$519.31	$411.64	
			NRC - STS-1 - Facility Termination - Disconnect - 1st	UDLS1	$121.72	$221.46	$122.31	NA	$102.16	$134.07	NA	NA	$103.36	
			NRC - STS-1 - Facility Termination - Disconnect - Add'l	UDLS1	$118.54	$154.90	$119.14	NA	$99.46	$130.59	NA	NA	$100.59	
			NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.56	NA	$19.99	NA	NA	NA	NA	$19.99	
			NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.84	NA	NA	NA	NA	NA	NA	NA	
			NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	
			NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	NA	
			NRC - STS-1 - Incremental Charge--Manual Svc Order - 1st	SOMAN	$38.48	NA	$37.55	$93.12	$50.25	$68.62	$29.76	$54.26	NA	
			NRC - STS-1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$38.48	NA	$37.55	$93.12	$50.25	$68.62	$29.76	$54.26	NA	
			NRC - STS-1 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	$19.03	NA	$18.03	NA	$20.94	$28.59	NA	NA	NA	
			NRC - STS-1 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	$19.03	NA	$18.03	NA	$20.94	$28.59	NA	NA	NA	
	OC3- Local Loop													
			Local Loop - OC3 - per Mile	1L5ND	$8.23	$8.93	$6.75	$33.15	$29.58	$41.27	$24.69	$11.78	$23.16	
			Local Loop - OC3 - per Facility Termination		$691.33	$648.60	$630.21	$713.29	$753.65	$689.68	$611.36	$701.71	$620.20	
			NRC - OC3 - Facility Termination - 1st		$949.63	$966.45	$947.69	$1,543	$1,025	$1,427	$1,411	$1,044	$1,050	
			NRC - OC3 - Facility Termination - Add'l		$413.38	$408.85	$413.00	$661.23	$402.63	$549.17	$542.73	$505.88	$411.64	
			NRC - OC3 - Facility Termination - Disconnect - 1st		$121.72	$11.56	$122.31	NA	$102.16	$134.07	$131.65	NA	$103.36	
			NRC - OC3 - Facility Termination - Disconnect - Add'l		$118.54	$108.34	$119.14	NA	$99.46	$130.59	$128.19	NA	$100.59	
			NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.56	NA	$19.99	NA	NA	NA	NA	$19.99	
			NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.84	NA	NA	NA	NA	NA	NA	NA	
			NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	
			NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	NA	
			NRC - OC3 - Incremental Charge--Manual Svc Order - 1st	SOMAN	$38.48	NA	$37.55	$93.12	$50.25	$68.62	$69.34	$54.26	NA	
			NRC - OC3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$38.48	NA	$37.55	$93.12	$50.25	$68.62	$69.34	$54.26	NA	
			NRC - OC3 -Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	$19.03	NA	$18.03	NA	$20.94	$28.59	$29.76	NA	NA	
			NRC - OC3 -Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	$19.03	NA	$18.03	NA	$20.94	$28.59	$29.76	NA	NA	
	OC -12 Local Loop													
			Local Loop - OC12 - per Mile	1L5ND	$10.13	$10.99	$8.31	$40.80	$36.40	$50.79	$30.38	$14.50	$28.51	
			Local Loop - OC12 - per Facility Termination		$2,557	$2,053.06	$2,109.00	$2,457	$2,571	$2,371	$2,122	$2,663	$2,079	
			NRC - OC12 - Facility Termination - 1st		$1,165	$1,183.46	$1,162.00	$1,858	$1,245	$1,742	$1,722	$1,259	$1,276	
			NRC - OC12 - Facility Termination - Add'l		$413.38	$408.85	$413.00	$661.23	$402.63	$549.17	$542.73	$505.88	$411.64	

BELLSOUTH/Aeneas RATES
NETWORK ELEMENTS
AND OTHER SERVICES

NRC - OC12 - Facility Termination - Disconnect - 1st		$121.72	$111.56	$122.31	NA	$102.16	$134.07	$131.65	NA	$103.36	
NRC - OC12 - Facility Termination - Disconnect - Add'l		$118.54	$108.34	$119.14	NA	$99.46	$130.59	$128.19	NA	$100.59	
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.56	NA	$19.99	NA	NA	NA	NA	$19.99	
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.84	NA	NA	NA	NA	NA	NA	NA	
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	NA	
NRC -OC12 - Incremental Charge - Manual Svc Order - 1st	SOMAN	$38.48	NA	$37.55	$93.12	$50.25	$68.62	$68.62	$54.26	NA	
NRC - OC12 - Incremental Charge - Manual Svc Order - Add'l	SOMAN	$38.48	NA	$37.55	$93.12	$50.25	$68.62	$68.62	$54.26	NA	
NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	$19.03	NA	$18.03	NA	$20.94	$28.59	$28.59	NA	NA	
NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	$19.03	NA	$18.03	NA	$20.94	$28.59	$28.59	NA	NA	
OC - 48 Local Loop											
Local Loop - OC48 - per Mile	1L5ND	$33.22	$36.04	$27.25	$133.84	$119.40	$166.59	$120.02	$47.57	$93.50	
Local Loop - OC48 - per Facility Termination		$1,713	$1,685.97	$1,598.00	$2,129	$2,268	$1,753	$1,677	$1,733	$1,832	
Local Loop - OC12 interface on OC48 Facility		$736.71	$587.71	$594.80	$725.77	$723.29	$667.00	$582.66	$773.40	$570.54	
NRC - OC48 - Facility Termination - 1st		$1,165	$1,183.46	$1,162.00	$1,858	$1,245	$1,742	$1,722	$1,259	$1,276	
NRC - OC48 - Facility Termination - Add'l		$413.38	$408.85	$413.00	$661.23	$402.63	$549.17	$542.73	$505.88	$411.64	
NRC - OC48 - Interface OC12 on OC48 - 1st		$121.72	$543.72	$539.36	$844.21	$532.13	$729.04	$720.81	$635.04	$544.55	
NRC - OC48 - Interface OC12 on OC48 - Add'l		$118.54	$312.05	$317.38	$516.89	$304.90	$404.94	$400.38	$410.02	$311.39	
NRC - OC48 - Facility Termination - Disconnect - 1st		$121.72	$111.56	$122.31	NA	$102.16	$134.07	$131.65	NA	$103.36	
NRC - OC48 - Facility Termination - Disconnect - Add'l		$118.54	$108.34	$119.14	NA	$99.46	$130.59	$128.19	NA	$100.59	
NRC - OC48- Interface OC12 on OC48 - Disconnect - 1st		$121.72	$111.56	$122.31	NA	$102.16	$134.07	$131.65	NA	$103.36	
NRC - OC48 - Interface OC12 on OC48 - Disconnect - Add'l		$118.54	$108.34	$119.14	NA	$99.46	$130.59	$128.19	NA	$100.59	
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.56	NA	$19.99	NA	NA	NA	NA	$19.99	
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.84	NA	NA	NA	NA	NA	NA	NA	
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	NA	
NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect-1	SOMAN	$19.03	NA	$18.03	$93.12	$20.94	$28.59	NA	NA	NA	
NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect-A	SOMAN	$19.03	NA	$18.03	$93.12	$20.94	$28.59	NA	NA	NA	
NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-1st	SOMAN	$19.03	NA	$18.03	NA	$20.94	$28.59	NA	NA	NA	
NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-Add'l	SOMAN	$19.03	NA	$18.03	NA	$20.94	$28.59	NA	NA	NA	
NRC - OC-48 - Incremental Charge--Manual Svc Order-1st	SOMAN	$38.48	NA	$37.55	$93.12	$50.25	$68.62	$69.34	$54.26	NA	
NRC - OC-48 - Incremental Charge--Manual Svc Order-Add'l	SOMAN	$38.48	NA	$37.55	$93.12	$50.25	$68.62	$69.34	$54.26	NA	
NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc Orde	SOMAN	$38.48	NA	$37.55	NA	$50.25	$68.62	$69.34	NA	NA	
NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc Orde	SOMAN	$38.48	NA	$37.55	NA	$50.25	$68.62	$69.34	NA	NA	
Unbundled Loop Modification/Conditioning											
NRC - Load Coil/Equipment Removal per 2 Wire pair - Loops less than or equal to 18kft **	ULM2L	$65.23	$65.40	$69.28	$65.40	$65.30	$80.55	$65.49	$65.20	$65.40	
NRC - Load Coil/Equipment Removal per 2 Wire pair - Loops greater than 18kft - 1st **	ULM2G	$716.70	$710.71	$757.04	$710.73	$709.71	$880.00	$719.55	$716.32	$710.71	
NRC - Load Coil/Equipment Removal per 2 Wire pair - Loops greater than 18kft - Add'l **	ULM2G	$23.55	$23.77	$23.49	$23.77	$23.74	$27.30	$23.65	$23.54	$23.77	
NRC - Load Coil/Equipment Removal per 4 Wire pair - Loops less than or equal to 18kft **	ULM4L	$65.23	$65.40	$69.28	$65.40	$65.30	$80.55	$65.49	$65.20	$65.40	
NRC - Load Coil/Equipment Removal per 4 Wire pair - Loops greater than 18kft - 1st **	ULM4G	$716.70	$710.71	$757.04	$710.73	$709.71	$880.00	$719.55	$716.32	$710.71	
NRC - Load Coil/Equipment Removal per 4 Wire pair - Loops greater than 18kft - Add'l **	ULM4G	$23.55	$23.77	$23.49	$23.77	$23.74	$27.30	$23.65	$23.54	$23.77	
NRC - Bridge Tap Removal per pair unloaded **	ULMBT	$65.28	$65.44	$79.99	$65.44	$65.35	$121.14	$65.64	$65.24	$65.44	
UNBUNDLED SUB-LOOPS											
SUB-LOOP DISTRIBUTION											
Cross-Box Set-Up											
NRC - Set-Up per Cross Box location in the field - CLEC Feeder Facility set-up	USBSA	$517.43	$711.78	$421.08	$627.16	$639.68	TBD	$498.09	$510.15	TBD	
NRC - Set-Up per Cross Box location in the field - per 25 pair panel set-up	USBSB	$44.87	$45.28	$67.10	$45.28	$45.22	TBD	$45.04	$44.84	TBD	

Version 3Q00:10/25/00

BELLSOUTH/Aeneas RATES
NETWORK ELEMENTS
AND OTHER SERVICES

NRC - Set-Up per Building Equipment Room - CLEC Feeder Facility set-up	USBSC	$311.77	$333.44	$394.74	$407.02	$289.90	TBD	$313.01	$311.60	$314.09	
NRC - Set-Up per Building Equipment Room - per 25 pair panel set-up	USBSD	$107.63	$109.85	$154.57	$111.55	$104.26	TBD	$108.06	$108.17	$119.07	
Loop Distribution per 2-Wire Analog VG Sub-Loop, per month	USBN2	$9.05	NA	$9.12	NA	NA	TBD	NA	$8.34	TBD	
Zone 1, per month	USBN2	TBD	$9.36	TBD	$9.03	$10.33	TBD	$7.99	NA	TBD	
Zone 2, per month	USBN2	TBD	$12.49	TBD	$12.25	$14.43	TBD	$12.63	NA	TBD	
Zone 3, per month	USBN2	TBD	$16.13	TBD	$16.71	$21.11	TBD	$14.43	NA	TBD	
Zone 4, per month	USBN2	NA	NA	NA	NA	NA	TBD	NA	NA	NA	
NRC - 1st	USBN2	$125.53	$139.20	$207.01	$139.19	$138.99	TBD	$126.03	$195.98	TBD	
NRC - Add'l	USBN2	$54.32	$61.94	$171.32	$61.93	$61.84	TBD	$54.54	$63.70	TBD	
NRC - Disconnect Charge - 1st	USBN2	$92.45	$98.49	TBD	$101.18	$100.70	TBD	$71.13	NA	TBD	
NRC - Disconnect Charge - Add'l	USBN2	$13.21	$13.08	TBD	$13.44	$13.37	TBD	$10.16	NA	TBD	
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	TBD	$3.50	$3.50	TBD	
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	TBD	NA	NA	TBD	
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	TBD	NA	NA	TBD	
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	TBD	NA	NA	TBD	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	$18.94	NA	$18.14	TBD	$26.94	NA	TBD	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	$8.42	NA	$8.06	TBD	$12.76	NA	TBD	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	TBD	NA	$11.41	TBD	$15.12	NA	TBD	
NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	$51.29	$16.31	$34.22	$16.31	$16.29	TBD	$45.34	$45.43	TBD	
Loop Distribution per 4-Wire Analog VG Sub-Loop, per month	USBN4	$10.56	NA	$8.32	NA	NA	TBD	NA	$10.22	NA	
Zone 1, per month	USBN4	TBD	$10.12	TBD	$10.18	$15.67	TBD	$9.23	NA	TBD	
Zone 2, per month	USBN4	TBD	$18.29	TBD	$9.44	$20.35	TBD	$14.63	NA	TBD	
Zone 3, per month	USBN4	TBD	$26.09	TBD	$13.38	$24.93	TBD	$16.73	NA	TBD	
Zone 4, per month	USBN4	NA	NA	NA	NA	NA	TBD	NA	NA	TBD	
NRC - 1st	USBN4	$155.90	$165.68	$219.35	$165.67	$165.43	TBD	$156.52	$232.76	TBD	
NRC - Add'l	USBN4	$79.35	$88.42	$72.99	$88.41	$88.29	TBD	$79.66	$91.92	TBD	
NRC - Disconnect Charge - 1st	USBN4	$107.24	$104.31	$123.72	$109.94	$111.76	TBD	$78.56	NA	TBD	
NRC - Disconnect Charge - Add'l	USBN4	$18.46	$17.15	$28.77	$18.08	$18.38	TBD	$13.53	NA	TBD	
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	TBD	$3.50	$3.50		
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	TBD	NA	NA		
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	TBD	NA	NA		
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	TBD	NA	NA		
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	NA	NA	$18.14	TBD	NA	NA	TBD	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	NA	NA	$8.06	TBD	NA	NA	TBD	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	NA	NA	$11.41	TBD	NA	TBD	TBD	
NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	$51.29	$16.31	$34.22	$16.31	$16.29	TBD	$45.34	$45.43	TBD	
Loop Distribution per 2 Wire Unbundled Copper Sub-Loop, per month	UCS2X	$6.55	NA	TBD	NA	NA	TBD	NA	$6.82	NA	
Zone 1, per month	UCS2X	TBD	$7.91	TBD	$8.01	$8.72	TBD	$7.33	NA	TBD	
Zone 2, per month	UCS2X	TBD	$10.37	TBD	$9.18	$11.43	TBD	$10.95	NA	TBD	
Zone 3, per month	UCS2X	TBD	$12.76	TBD	$11.02	$14.08	TBD	$12.36	NA	TBD	
Zone 4, per month	UCS2X	NA	NA	NA	NA	NA	TBD	NA	NA	TBD	
NRC - 1st	UCS2X	$136.55	$139.20	TBD	$139.19	$138.99	TBD	$137.10	$212.46	TBD	
NRC - Add'l	UCS2X	$60.00	$61.94	TBD	$61.93	$61.84	TBD	$60.24	$70.03	TBD	
NRC - Disconnect Charge - 1st	UCS2X	$99.54	$98.49	TBD	$101.18	$100.70	TBD	$76.58	NA	TBD	
NRC - Disconnect Charge - Add'l	UCS2X	$14.05	$13.08	TBD	$13.44	$13.37	TBD	$10.81	NA	TBD	
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	TBD	$3.50	$3.50	TBD	
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	TBD	NA	NA	TBD	
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	TBD	NA	NA	TBD	
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	TBD	NA	NA	TBD	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	TBD	NA	$18.14	TBD	NA	NA	TBD	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	TBD	NA	$8.06	TBD	NA	NA	TBD	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	TBD	NA	$11.41	TBD	NA	NA	TBD	
NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	$51.29	$16.31	TBD	$16.31	$16.29	TBD	$45.34	$45.43	TBD	
Loop Distribution per 4 Wire Unbundled Copper Sub-Loop, per month	UCS4X	$8.06	NA	TBD	NA	NA	TBD	NA	$8.86	NA	
Zone 1, per month	UCS4X	TBD	$7.11	TBD	$10.65	$10.48	TBD	$7.14	NA	TBD	

Version 3Q00:10/25/00

BELLSOUTH/Aeneas RATES
NETWORK ELEMENTS
AND OTHER SERVICES

	Zone 2, per month	UCS4X	TBD	$11.26	TBD	$9.71	$13.52	TBD	$11.09	NA	TBD	
	Zone 3, per month	UCS4X	TBD	$16.92	TBD	$8.45	$17.66	TBD	$12.63	NA	TBD	
	Zone 4, per month	UCS4X	NA	NA	NA	NA	NA	TBD	NA	NA	TBD	
	NRC - 1st	UCS4X	$161.59	$165.68	TBD	$165.67	$165.43	TBD	$162.24	$238.46	TBD	
	NRC - Add'l	UCS4X	$85.04	$88.42	TBD	$88.41	$88.29	TBD	$85.38	$97.61	TBD	
	NRC - Disconnect Charge - 1st	UCS4X	$107.24	$104.31	TBD	$109.94	$111.76	TBD	$78.56	NA	TBD	
	NRC - Disconnect Charge - Add'l	UCS4X	$18.46	$17.15	TBD	$18.08	$18.38	TBD	$13.53	NA	TBD	
	NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	TBD	$3.50	$3.50	TBD	
	NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	TBD	NA	NA	TBD	
	NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	TBD	NA	NA	TBD	
	NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	TBD	NA	NA	TBD	
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	TBD	NA	$18.14	TBD	NA	NA	TBD	
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	TBD	NA	$8.06	TBD	NA	NA	TBD	
	NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	TBD	NA	$11.41	TBD	NA	NA	TBD	
	NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	$51.29	$16.31	TBD	$16.31	$16.29	TBD	$45.34	$45.43	TBD	
Sub-Loop-Intrabldg Ntwk Cable (aka riser cable), 2W analog, per mo		USBR2	$1.33	$3.87	$1.61	$3.23	$1.59	TBD	$3.50	$1.60	$1.47	
	NRC - 1st	USBR2	$113.60	$113.62	$137.03	$113.61	$106.11	TBD	$114.05	$189.52	$150.35	
	NRC - Add'l	USBR2	$50.44	$36.36	$41.59	$36.35	$35.12	TBD	$37.20	$47.09	$45.63	
	NRC - Disconnect Charge - 1st	USBR2	$99.54	$98.49	$115.85	$101.18	$93.19	TBD	$76.58	NA	$128.85	
	NRC - Disconnect Charge - Add'l	USBR2	$14.05	$13.08	$19.17	$13.44	$13.92	TBD	$10.81	NA	$21.32	
	NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	TBD	$3.50	$3.50	$3.50	
	NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	TBD	NA	NA	TBD	
	NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	TBD	NA	NA	$19.99	
	NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	TBD	NA	NA	TBD	
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	NA	NA	$18.14	TBD	NA	NA	NA	
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	NA	NA	$8.06	TBD	NA	NA	NA	
	NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	NA	NA	$11.41	TBD	NA	NA	NA	
	NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	$51.29	$16.31	$34.22	$16.31	$16.29	TBD	$45.34	$45.43	$55.00	
Sub-Loop-Intrabldg Ntwk Cable (aka riser cable), 4W analog, per mo		USBR4	$2.17	$7.20	$2.96	$6.29	$2.83	TBD	$3.75	$2.78	$2.55	
	NRC - 1st	USBR4	$127.17	$126.10	$176.46	$126.10	$118.69	TBD	$127.67	$204.20	$193.62	
	NRC - Add'l	USBR4	$50.62	$48.84	$55.11	$48.84	$47.70	TBD	$50.82	$60.40	$60.47	
	NRC - Disconnect Charge - 1st	USBR4	$107.45	$104.31	$122.17	$109.94	$101.65	TBD	$78.71	NA	$135.88	
	NRC - Disconnect Charge - Add'l	USBR4	$14.59	$17.15	$19.57	$18.08	$14.61	TBD	$10.69	NA	$21.76	
	NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	TBD	$3.50	$3.50	$3.50	
	NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	TBD	NA	NA	TBD	
	NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	TBD	NA	NA	$19.99	
	NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	TBD	NA	NA	TBD	
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	NA	NA	$18.14	TBD	NA	NA	NA	
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	NA	NA	$8.06	TBD	NA	NA	NA	
	NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	NA	NA	$11.41	TBD	NA	NA	NA	
	NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	$51.29	$16.31	$34.22	$16.31	$16.29	TBD	$45.34	$45.43	$55.00	
SUB-LOOP FEEDER												
Cross-Box Set-Up												
	NRC - DS0 Set-Up per Cross Box location - CLEC Distribution Facility set-up	USBFW	517.43	711.78	$421.08	627.16	$639.68	TBD	498.09	510.15	TBD	
	NRC - DS0 Set-Up per Cross Box location - per 25 pair panel set-up	USBFX	44.87	45.28	$67.10	45.28	$45.22	TBD	45.04	44.84	TBD	
	NRC - DS1 Set-Up per Cross Box location - CLEC Distribution Facility set-up	USBFY	517.43	711.78	$421.08	627.16	$639.68	TBD	498.09	510.15	TBD	
	NRC - DS1 Set-Up per Cross Box location - per pair panel set-up	USBFZ	44.87	45.28	$67.10	45.28	$45.22	TBD	45.04	44.84	TBD	
2-Wire Analog VG Ground-Start Unbundled Sub-Loop Feeder, per month		USBFA	$13.68	NA	$8.58	NA	NA	TBD	NA	$10.06	NA	
	Zone 1, per month	USBFA	TBD	$10.75	TBD	$10.36	$11.01	TBD	$8.92	NA	TBD	
	Zone 2, per month	USBFA	TBD	$11.57	TBD	$13.62	$13.36	TBD	$14.10	NA	TBD	
	Zone 3, per month	USBFA	TBD	$13.51	TBD	$19.69	$21.56	TBD	$16.11	NA	TBD	
	Zone 4, per month	USBFA	NA	NA	NA	NA	NA	NA	NA	NA	TBD	

Version 3Q00:10/25/00

BELLSOUTH/Aeneas RATES
NETWORK ELEMENTS
AND OTHER SERVICES

NRC - 1st	USBFA	$198.42	$193.62	$206.44	$192.57	$192.30	TBD	$122.52	$199.27	TBD	
NRC - Add'l	USBFA	$116.66	$113.00	$170.05	$111.96	$111.80	TBD	$46.61	$60.33	TBD	
NRC - Disconnect Charge - 1st	USBFA	$119.95	$116.59	TBD	$119.14	$118.57	TBD	$77.90	NA	TBD	
NRC - Disconnect Charge - Add'l	USBFA	$27.04	$26.70	TBD	$26.79	$26.66	TBD	$14.68	NA	TBD	
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	TBD	$3.50	$3.50	TBD	
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	TBD	NA	NA	TBD	
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	TBD	NA	NA	TBD	
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	TBD	NA	NA	TBD	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	$18.94	NA	$18.14	TBD	$26.94	NA	TBD	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	$8.42	NA	$8.06	TBD	$12.76	NA	TBD	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	TBD	NA	$11.41	TBD	$15.12	NA	TBD	
2-Wire Analog VG Loop-Start Unbundled Sub-Loop Feeder, per month	USBFB	$13.68	NA	$8.58	NA	NA	TBD	NA	$10.06	NA	
Zone 1, per month	USBFB	TBD	$10.75	TBD	$10.36	$11.01	TBD	$8.92	NA	TBD	
Zone 2, per month	USBFB	TBD	$11.57	TBD	$13.62	$13.36	TBD	$14.10	NA	TBD	
Zone 3, per month	USBFB	TBD	$13.51	TBD	$19.69	$21.56	TBD	$16.11	NA	TBD	
Zone 4, per month	USBFB	NA	NA	NA	NA	NA	TBD	NA	NA	TBD	
NRC - 1st	USBFB	$198.42	$193.62	$206.44	$192.57	$192.30	TBD	$122.52	$199.27	TBD	
NRC - Add'l	USBFB	$116.66	$113.00	$170.05	$111.96	$111.80	TBD	$46.61	$60.33	TBD	
NRC - Disconnect Charge - 1st	USBFB	$119.95	$116.59	TBD	$119.14	$118.57	TBD	$77.90	NA	TBD	
NRC - Disconnect Charge - Add'l	USBFB	$27.04	$26.70	TBD	$26.79	$26.66	TBD	$14.68	NA	TBD	
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	TBD	$3.50	$3.50	TBD	
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	TBD	NA	NA	TBD	
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	TBD	NA	NA	TBD	
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	TBD	NA	NA	TBD	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	$18.94	NA	$18.14	TBD	$26.94	NA	TBD	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	$8.42	NA	$8.06	TBD	$12.76	NA	TBD	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	TBD	NA	$11.41	TBD	$15.12	NA	TBD	
2-Wire Analog VG Reverse Battery Unb Sub-Loop Feeder, per mo	USBFC	$13.68	NA	$8.58	NA	NA	TBD	NA	$10.06	NA	
Zone 1, per month	USBFC	TBD	$10.75	TBD	$10.36	$11.01	TBD	$8.92	NA	TBD	
Zone 2, per month	USBFC	TBD	$11.57	TBD	$13.62	$13.36	TBD	$14.10	NA	TBD	
Zone 3, per month	USBFC	TBD	$13.51	TBD	$19.69	$21.56	TBD	$16.11	NA	TBD	
Zone 4, per month	USBFC	NA	NA	NA	NA	NA	TBD	NA	NA	NA	
NRC - 1st	USBFC	$198.42	$193.62	$206.44	$192.57	$192.30	TBD	$122.52	$199.27	TBD	
NRC - Add'l	USBFC	$116.66	$113.00	$170.05	$111.96	$111.80	TBD	$46.61	$60.33	TBD	
NRC - Disconnect Charge - 1st	USBFC	$119.95	$116.59	TBD	$119.14	$118.57	TBD	$77.90	NA	TBD	
NRC - Disconnect Charge - Add'l	USBFC	$27.04	$26.70	TBD	$26.79	$26.66	TBD	$14.68	NA	TBD	
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	TBD	$3.50	$3.50	TBD	
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	TBD	NA	NA	TBD	
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	TBD	NA	NA	TBD	
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	TBD	NA	NA	TBD	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	$18.94	NA	$18.14	TBD	$26.94	NA	TBD	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	$8.42	NA	$8.06	TBD	$12.76	NA	TBD	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	TBD	NA	$11.41	TBD	$15.12	NA	TBD	
4-Wire Analog VG Ground-Start Unbundled Sub-Loop Feeder, per month	USBFD	$24.94	NA	$19.91	NA	NA	NA	NA	$10.22	NA	
Zone 1, per month	USBFD	TBD	$23.35	TBD	$30.69	$25.90	TBD	$21.91	NA	TBD	
Zone 2, per month	USBFD	TBD	$27.94	TBD	$36.12	$27.00	TBD	$35.92	NA	TBD	
Zone 3, per month	USBFD	TBD	$40.51	TBD	$22.90	$25.61	TBD	$41.37	NA	TBD	
Zone 4, per month	USBFD	NA	NA	NA	NA	NA	TBD	NA	NA	NA	
NRC - 1st	USBFD	$224.21	$222.74	$243.41	$221.19	$220.87	TBD	$226.36	$232.76	TBD	
NRC - Add'l	USBFD	$142.45	$140.22	$81.32	$138.67	$138.47	TBD	$144.28	$91.92	TBD	
NRC - Disconnect Charge - 1st	USBFD	$131.15	$127.64	$134.77	$133.53	$135.74	TBD	$96.50	NA	TBD	
NRC - Disconnect Charge - Add'l	USBFD	$34.66	$32.91	$33.93	$33.69	$34.25	TBD	$25.82	NA	TBD	
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	TBD	$3.50	$3.50	TBD	

BELLSOUTH/Aeneas RATES
NETWORK ELEMENTS
AND OTHER SERVICES

NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	TBD	NA	NA	TBD	
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	TBD	NA	NA	TBD	
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	TBD	NA	NA	TBD	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	NA	NA	$18.14	TBD	NA	NA	TBD	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	NA	NA	$8.06	TBD	NA	NA	TBD	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	NA	NA	$11.41	TBD	NA	NA	TBD	
4-Wire Analog VG Loop-Start Unbundled Sub-Loop Feeder, per month	USBFE	$24.94	NA	$19.91	NA	NA	TBD	NA	$10.22	NA	
Zone 1, per month	USBFE	TBD	$23.35	TBD	$30.69	$25.90	TBD	$21.91	NA	TBD	
Zone 2, per month	USBFE	TBD	$27.94	TBD	$36.12	$27.00	TBD	$35.92	NA	TBD	
Zone 3, per month	USBFE	TBD	$40.51	TBD	$22.90	$25.61	TBD	$41.37	NA	TBD	
Zone 4, per month	USBFE	NA	NA	NA	NA	NA	TBD	NA	NA	NA	
NRC - 1st	USBFE	$224.21	$222.74	$243.41	$221.19	$220.87	TBD	$226.36	$232.76	TBD	
NRC - Add'l	USBFE	$142.45	$140.22	$81.32	$138.67	$138.47	TBD	$144.28	$91.92	TBD	
NRC - Disconnect Charge - 1st	USBFE	$131.15	$127.64	$134.77	$133.53	$135.74	TBD	$96.50	NA	TBD	
NRC - Disconnect Charge - Add'l	USBFE	$34.66	$32.91	$33.93	$33.69	$34.25	TBD	$25.82	NA	TBD	
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	TBD	$3.50	$3.50	TBD	
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	TBD	NA	NA	TBD	
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	TBD	NA	NA	TBD	
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	TBD	NA	NA	TBD	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	NA	NA	$18.14	TBD	NA	NA	TBD	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	NA	NA	$8.06	TBD	NA	NA	TBD	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	NA	NA	$11.41	TBD	NA	NA	TBD	
2-Wire ISDN Unbundled Sub-Loop Feeder, per month	USBFF	$23.66	NA	$17.73	NA	NA	NA	NA	$24.33	NA	
Zone 1, per month	USBFF	TBD	$22.39	TBD	$17.75	$19.34	TBD	$19.63	NA	TBD	
Zone 2, per month	USBFF	TBD	$25.85	TBD	$23.67	$24.09	TBD	$31.61	NA	TBD	
Zone 3, per month	USBFF	TBD	$26.12	TBD	$29.90	$32.27	TBD	36,27	NA	TBD	
Zone 4, per month	USBFF	NA	NA	NA	NA	NA	TBD	NA	NA	NA	
NRC - 1st	USBFF	$200.26	$222.74	$208.50	$218.90	$218.59	TBD	$202.01	$293.73	TBD	
NRC - Add'l	USBFF	$104.51	$140.22	$62.31	$136.39	$136.19	TBD	$105.88	$126.38	TBD	
NRC - Disconnect Charge - 1st	USBFF	$119.95	$127.64	$119.68	$121.40	$120.82	TBD	$92.57	NA	TBD	
NRC - Disconnect Charge - Add'l	USBFF	$27.04	$32.91	$29.58	$26.04	$25.91	TBD	$21.09	NA	TBD	
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	TBD	$3.50	$3.50	TBD	
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	TBD	NA	NA	TBD	
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	TBD	NA	NA	TBD	
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	TBD	NA	NA	TBD	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	NA	NA	$18.14	TBD	NA	NA	TBD	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	NA	NA	$8.06	TBD	NA	NA	TBD	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	NA	NA	$11.41	TBD	NA	NA	TBD	
4-Wire DSI Unbundled Sub-Loop Feeder, per month	USBFG	$49.54	NA	TBD	NA	NA	NA	NA	NA	NA	
Zone 1, per month	USBFG	TBD	$56.00	TBD	$74.60	$64.67	TBD	$39.69	TBD	TBD	
Zone 2, per month	USBFG	TBD	$80.13	TBD	$104.09	$92.67	TBD	$67.36	TBD	TBD	
Zone 3, per month	USBFG	TBD	$156.12	TBD	$151.77	$309.79	TBD	$78.12	TBD	TBD	
Zone 4, per month	USBFG	NA	NA	NA	NA	NA	TBD	NA	NA	NA	
NRC - 1st	USBFG	$272.55	$211.55	TBD	$209.62	$209.47	TBD	$393.01	TBD	TBD	
NRC - Add'l	USBFG	$133.92	$129.04	TBD	$127.11	$127.07	TBD	$153.37	TBD	TBD	
NRC - Disconnect Charge - 1st	USBFG	$155.15	$127.78	TBD	$133.43	$135.74	TBD	NA	TBD	TBD	
NRC - Disconnect Charge - Add'l	USBFG	$24.59	$33.06	TBD	$33.59	$34.25	TBD	NA	TBD	TBD	
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	TBD	$3.50	$3.50	TBD	
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	TBD	NA	NA	TBD	
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	TBD	NA	NA	TBD	
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	TBD	NA	NA	TBD	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	TBD	NA	$18.14	TBD	$42.19	TBD	TBD	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	TBD	NA	$8.06	TBD	$12.76	TBD	TBD	

BELLSOUTH/Aeneas RATES
NETWORK ELEMENTS
AND OTHER SERVICES

NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	TBD	NA	$11.41	TBD	NA	TBD	TBD	
2-Wire Copper Unbundled Sub-Loop Feeder, per month	USBFH	$10.59	NA	NA	NA	NA	NA	NA	$10.78	NA	
Zone 1, per month	USBFH	TBD	$11.01	TBD	$8.29	$8.81	TBD	$10.66	NA	TBD	
Zone 2, per month	USBFH	TBD	$9.78	TBD	$7.30	$7.72	TBD	$16.44	NA	TBD	
Zone 3, per month	USBFH	TBD	$7.83	TBD	$6.03	$5.93	TBD	$18.69	NA	TBD	
Zone 4, per month	USBFH	NA	NA	NA	NA	$174.93	TBD	NA	NA	NA	
NRC - 1st	USBFH	$172.20	$175.18	TBD	$175.18	$92.53	TBD	$172.89	$259.80	TBD	
NRC - Add'l	USBFH	$90.45	$92.66	TBD	$92.66	$116.22	TBD	$90.81	$106.45	TBD	
NRC - Disconnect Charge - 1st	USBFH	$114.73	$113.67	TBD	$116.78	$21.31	TBD	$88.27	NA	TBD	
NRC - Disconnect Charge - Add'l	USBFH	$21.82	$20.84	TBD	$21.41	$21.13	TBD	$16.79	NA	TBD	
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	TBD	$3.50	$3.50	TBD	
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	TBD	NA	NA	TBD	
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	TBD	NA	NA	TBD	
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	TBD	NA	NA	TBD	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	TBD	NA	$18.14	TBD	NA	NA	TBD	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	TBD	NA	$8.06	TBD	NA	NA	TBD	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	TBD	NA	$11.41	TBD	NA	NA	TBD	
NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	$51.29	$16.31	TBD	$16.31	$16.29	TBD	$45.34	$45.53	TBD	
4-Wire Copper Unbundled Sub-Loop Feeder, per month	USBFJ	$15.01	NA	NA	NA	NA	NA	NA	$15.63	NA	
Zone 1, per month	USBFJ	TBD	$20.59	TBD	$16.55	$20.58	TBD	$14.68	NA	TBD	
Zone 2, per month	USBFJ	TBD	$21.48	TBD	$15.35	$14.96	TBD	$23.74	NA	TBD	
Zone 3, per month	USBFJ	TBD	$17.70	TBD	$12.52	$13.15	TBD	$27.26	NA	TBD	
Zone 4, per month	USBFJ	NA	NA	NA	NA	NA	TBD	NA	NA	NA	
NRC - 1st	USBFJ	$206.32	$209.61	TBD	$209.61	$209.31	TBD	$207.14	$294.59	TBD	
NRC - Add'l	USBFJ	$134.23	$127.09	TBD	$127.09	$126.91	TBD	$134.77	$152.62	TBD	
NRC - Disconnect Charge - 1st	USBFJ	$123.01	$119.80	TBD	$126.27	$128.36	TBD	$90.12	NA	TBD	
NRC - Disconnect Charge - Add'l	USBFJ	$26.53	$25.07	TBD	$26.43	$26.87	TBD	$19.44	NA	TBD	
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	TBD	$3.50	$3.50	TBD	
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	TBD	NA	NA	TBD	
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	TBD	NA	NA	TBD	
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	TBD	NA	NA	TBD	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	TBD	NA	$18.14	TBD	NA	NA	TBD	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	TBD	NA	$8.06	TBD	NA	NA	TBD	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	TBD	NA	$11.41	TBD	NA	NA	TBD	
NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	$51.29	$16.31	TBD	$16.31	$16.29	TBD	$45.34	$45.43	TBD	
4-Wire 2.4 KBPS Digital Unbundled Sub-Loop Feeder, per month	USBFK	$30.97	NA	NA	NA	NA	NA	NA	$32.47	NA	
Zone 1, per month	USBFK	TBD	$24.89	TBD	$27.38	$27.16	TBD	$26.71	NA	TBD	
Zone 2, per month	USBFK	TBD	$28.83	TBD	$33.41	$24.93	TBD	$44.07	NA	TBD	
Zone 3, per month	USBFK	TBD	$29.16	TBD	$24.47	$25.05	TBD	$50.83	NA	TBD	
Zone 4, per month	USBFK	NA	NA	NA	NA	NA	TBD	NA	NA	NA	
NRC - 1st	USBFK	$212.90	$211.32	TBD	$209.77	$209.47	TBD	$215.00	$309.57	TBD	
NRC - Add'l	USBFK	$131.14	$128.81	TBD	$127.26	$127.07	TBD	$132.92	$157.93	TBD	
NRC - Disconnect Charge - 1st	USBFK	$131.15	$127.64	TBD	$133.53	$135.74	TBD	$96.50	NA	TBD	
NRC - Disconnect Charge - Add'l	USBFK	$34.66	$32.91	TBD	$33.69	$34.25	TBD	$25.82	NA	TBD	
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	TBD	$3.50	$3.50	TBD	
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	TBD	NA	NA	TBD	
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	TBD	NA	NA	TBD	
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	TBD	NA	NA	TBD	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	TBD	NA	$18.14	TBD	NA	NA	TBD	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	TBD	NA	$8.06	TBD	NA	NA	TBD	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	TBD	NA	$11.41	TBD	NA	NA	TBD	
4-Wire 4.8 KBPS Digital Unbundled Sub-Loop Feeder, per month	USBFL	$30.97	NA	NA	NA	NA	NA	NA	$32.47	NA	

Version 3Q00:10/25/00

BELLSOUTH/Aeneas RATES
NETWORK ELEMENTS
AND OTHER SERVICES

	Zone 1, per month	USBFL	TBD	$24.89	TBD	$27.38	$27.16	TBD	$26.71	NA	TBD	
	Zone 2, per month	USBFL	TBD	$28.83	TBD	$33.41	$24.93	TBD	$44.07	NA	TBD	
	Zone 3, per month	USBFL	TBD	$29.16	TBD	$24.47	$25.05	TBD	$50.83	NA	TBD	
	Zone 4, per month	USBFL	NA	NA	NA	NA	NA	TBD	NA	NA	NA	
	NRC - 1st	USBFL	$212.90	$211.32	TBD	$209.77	$209.47	TBD	$215.00	$309.57	TBD	
	NRC - Add'l	USBFL	$131.14	$128.81	TBD	$127.26	$127.07	TBD	$132.92	$157.93	TBD	
	NRC - Disconnect Charge - 1st	USBFL	$131.15	$127.64	TBD	$133.53	$135.74	TBD	$96.50	NA	TBD	
	NRC - Disconnect Charge - Add'l	USBFL	$34.66	$32.91	TBD	$33.69	$34.25	TBD	$25.82	NA	TBD	
	NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	TBD	$3.50	$3.50	TBD	
	NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	TBD	NA	NA	TBD	
	NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	TBD	NA	NA	TBD	
	NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	TBD	NA	NA	TBD	
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	TBD	NA	$18.14	TBD	NA	NA	TBD	
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	TBD	NA	$8.06	TBD	NA	NA	TBD	
	NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	TBD	NA	$11.41	TBD	NA	NA	TBD	
4-Wire 9.6 KBPS Digital Unbundled Sub-Loop Feeder, per month		USBFM	$30.97	NA	NA	NA	NA	NA	NA	$32.47	NA	
	Zone 1, per month	USBFM	TBD	$24.89	TBD	$27.38	$27.16	TBD	$26.71	NA	TBD	
	Zone 2, per month	USBFM	TBD	$28.83	TBD	$33.41	$24.93	TBD	$44.07	NA	TBD	
	Zone 3, per month	USBFM	TBD	$29.16	TBD	$24.47	$25.05	TBD	$50.83	NA	TBD	
	Zone 4, per month	USBFM	NA	NA	NA	NA	NA	TBD	NA	NA	NA	
	NRC - 1st	USBFM	$212.90	$211.32	TBD	$209.77	$209.47	TBD	$215.00	$309.57	TBD	
	NRC - Add'l	USBFM	$131.14	$128.81	TBD	$127.26	$127.07	TBD	$132.92	$157.93	TBD	
	NRC - Disconnect Charge - 1st	USBFM	$131.15	$127.64	TBD	$133.53	$135.74	TBD	$96.50	NA	TBD	
	NRC - Disconnect Charge - Add'l	USBFM	$34.66	$32.91	TBD	$33.69	$34.25	TBD	$25.82	NA	TBD	
	NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	TBD	$3.50	$3.50	TBD	
	NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	TBD	NA	NA	TBD	
	NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	TBD	NA	NA	TBD	
	NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	TBD	NA	NA	TBD	
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	TBD	NA	$18.14	TBD	NA	NA	TBD	
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	TBD	NA	$8.06	TBD	NA	NA	TBD	
	NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	TBD	NA	$11.41	TBD	NA	NA	TBD	
4-Wire 19.2 KBPS Digital Unbundled Sub-Loop Feeder, per month		USBFN	$30.97	NA	NA	NA	NA	NA	NA	$32.47	NA	
	Zone 1, per month	USBFN	TBD	$24.89	TBD	$27.38	$27.16	TBD	$26.71	NA	TBD	
	Zone 2, per month	USBFN	TBD	$28.83	TBD	$33.41	$24.93	TBD	$44.07	NA	TBD	
	Zone 3, per month	USBFN	TBD	$29.16	TBD	$24.47	$25.05	TBD	$50.83	NA	TBD	
	Zone 4, per month	USBFN	NA	NA	NA	NA	NA	TBD	NA	NA	NA	
	NRC - 1st	USBFN	$212.90	$211.32	TBD	$209.77	$209.47	TBD	$215.00	$309.57	TBD	
	NRC - Add'l	USBFN	$131.14	$128.81	TBD	$127.26	$127.07	TBD	$132.92	$157.93	TBD	
	NRC - Disconnect Charge - 1st	USBFN	$131.15	$127.64	TBD	$133.53	$135.74	TBD	$96.50	NA	TBD	
	NRC - Disconnect Charge - Add'l	USBFN	$34.66	$32.91	TBD	$33.69	$34.25	TBD	$25.82	NA	TBD	
	NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	NA	$3.50	$3.50	TBD	$3.50	$3.50	TBD	
	NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	TBD	NA	NA	TBD	
	NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	TBD	NA	NA	TBD	
	NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	TBD	NA	NA	TBD	
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	TBD	NA	$18.14	TBD	NA	NA	TBD	
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	TBD	NA	$8.06	TBD	NA	NA	TBD	
	NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	TBD	NA	$11.41	TBD	NA	NA	TBD	
4-Wire 56 KBPS Digital Unbundled Sub-Loop Feeder, per month		USBFO	$30.97	NA	NA	NA	NA	NA	NA	$32.47	NA	
	Zone 1, per month	USBFO	TBD	$24.89	TBD	$27.38	$27.16	TBD	$26.71	NA	TBD	
	Zone 2, per month	USBFO	TBD	$28.83	TBD	$33.41	$24.93	TBD	$44.07	NA	TBD	
	Zone 3, per month	USBFO	TBD	$29.16	TBD	$24.47	$25.05	TBD	$50.83	NA	TBD	
	Zone 4, per month	USBFO	NA	NA	NA	NA	NA	TBD	NA	NA	NA	
	NRC - 1st	USBFO	$212.90	$211.32	TBD	$209.77	$209.47	TBD	$215.00	$309.57	TBD	

BELLSOUTH/Aeneas RATES
NETWORK ELEMENTS
AND OTHER SERVICES

	NRC - Add'l	USBFO	$131.14	$128.81	TBD	$127.26	$127.07	TBD	$132.92	$157.93	TBD	
	NRC - Disconnect Charge - 1st	USBFO	$131.15	$127.64	TBD	$133.53	$135.74	TBD	$96.50	NA	TBD	
	NRC - Disconnect Charge - Add'l	USBFO	$34.66	$32.91	TBD	$33.69	$34.25	TBD	$25.82	NA	TBD	
	NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	NA	$3.50	$3.50	TBD	$3.50	$3.50	TBD	
	NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	TBD	NA	NA	TBD	
	NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	TBD	NA	NA	TBD	
	NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	TBD	NA	NA	TBD	
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	TBD	NA	$18.14	TBD	NA	NA	TBD	
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	TBD	NA	$8.06	TBD	NA	NA	TBD	
	NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	TBD	NA	$11.41	TBD	NA	NA	TBD	
4-Wire 64 KBPS Digital Unbundled Sub-Loop Feeder, per month		USBFP	$30.97	NA	NA	NA	NA	NA	NA	$32.47	NA	
	Zone 1, per month	USBFP	TBD	$24.89	TBD	$27.38	$27.16	TBD	$26.71	NA	TBD	
	Zone 2, per month	USBFP	TBD	$28.83	TBD	$33.41	$24.93	TBD	$44.07	NA	TBD	
	Zone 3, per month	USBFP	TBD	$29.16	TBD	$24.47	$25.05	TBD	$50.83	NA	TBD	
	Zone 4, per month	USBFP	NA	NA	NA	NA	NA	TBD	NA	NA	NA	
	NRC - 1st	USBFP	$212.90	$211.32	TBD	$209.77	$209.47	TBD	$215.00	$309.57	TBD	
	NRC - Add'l	USBFP	$131.14	$128.81	TBD	$127.26	$127.07	TBD	$132.92	$157.93	TBD	
	NRC - Disconnect Charge - 1st	USBFP	$131.15	$127.64	TBD	$133.53	$135.74	TBD	$96.50	NA	TBD	
	NRC - Disconnect Charge - Add'l	USBFP	$34.66	$32.91	TBD	$33.69	$34.25	TBD	$25.82	NA	TBD	
	NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	NA	$3.50	$3.50	TBD	$3.50	$3.50	TBD	
	NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	TBD	NA	NA	TBD	
	NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	$29.24	TBD	NA	NA	TBD	
	NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	$3.94	TBD	NA	NA	TBD	
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	TBD	NA	$18.14	TBD	NA	NA	TBD	
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	TBD	NA	$8.06	TBD	NA	NA	TBD	
	NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	TBD	NA	$11.41	TBD	NA	NA	TBD	
Unbundled Sub-Loop Modification												
	NRC - Load Coil/Equipment Removal per 2 Wire pair - 1st	ULM2X	$358.90	$357.81	TBD	$357.82	$332.79	TBD	$360.33	$358.71	TBD	
	NRC - Load Coil/Equipment Removal per 2 Wire pair - Add'l	ULM2X	$8.08	$8.15	TBD	$8.15	$7.49	TBD	$8.11	$8.07	TBD	
	NRC - Load Coil/Equipment Removal per 4 Wire pair - 1st	ULM4X	$358.90	$357.81	TBD	$357.82	$332.79	TBD	$360.33	$358.71	TBD	
	NRC - Load Coil/Equipment Removal per 4 Wire pair - Add'l	ULM4X	$8.08	$8.15	TBD	$8.15	$7.49	TBD	$8.11	$8.07	TBD	
	NRC - Bridge Tap Removal per pair unloaded - 1st	ULMBT	$561.91	$562.71	TBD	$562.73	$521.03	TBD	$564.15	$561.62	TBD	
	NRC - Bridge Tap Removal per pair unloaded - Add'l	ULMBT	$10.09	$10.19	TBD	$10.19	$9.36	TBD	$10.14	$8.07	TBD	
Loop Make Up												
	NRC - Loop Makeup - Preordering Without Reservation, per working facility queried (Manual) **	UMKLW	$134.00	$134.00	$134.00	$134.00	$134.00	$134.00	$134.00	$134.00	$100.00	
	Loop Makeup - Preordering Without Reservation, per spare facility queried (Manual) Maximum number of spare facilities per manual LMUSI is 3. **	UMKLW	$134.00	$134.00	$134.00	$134.00	$134.00	$134.00	$134.00	$134.00	$100.00	
	NRC-Loop Makeup - Preordering With Reservation, per spare facility queried (Manual) Max number of spare facilities per manual LMUSI is 3. **	UMKLP	$140.00	$140.00	$140.00	$140.00	$140.00	$140.00	$140.00	$140.00	$100.00	
	NRC - Loop Makeup - Preordering Without Reservation, per working facility queried (Mechanized) **		$1.08	$1.08	$1.08	$1.08	$1.08	$1.08	$1.08	$1.08	$0.6888	
	Loop Makeup - Preordering Without Reservation, per spare facility queried (Mechanized) Max number of spare facilities per mechanized LMUSI is 10.**		$1.08	$1.08	$1.08	$1.08	$1.08	$1.08	$1.08	$1.08	$0.6888	
	Loop Makeup - Preordering With Reservation, per spare facility queried (Mechanized) Max number of spare facilities per mechanized LMUSI is 10.**		$1.08	$1.08	$1.08	$1.08	$1.08	$1.08	$1.08	$1.08	$0.6888	
Unbundled Network Terminating Wire, per pair, per month		UENPP	$0.49	$0.46	$1.37	$0.64	$0.35	TBD	$0.44	$0.46	TBD	
	NRC - UNTW Pair, per pair	UENPP	$40.02	$65.35	$2.48	$65.35	$64.77	TBD	$65.82	$60.93	TBD	
	NRC - Disconnect Charge, per pair	UENPP	$0.87	NA	$1.74	NA	NA	TBD	NA	NA	TBD	
	NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	TBD	$3.50	$3.50	TBD	

Version 3Q00:10/25/00

BELLSOUTH/Aeneas RATES
NETWORK ELEMENTS
AND OTHER SERVICES

NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	TBD	TBD	TBD	TBD
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	$29.24	TBD	TBD	TBD	TBD
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	$3.94	TBD	TBD	TBD	TBD
Sub-Loop Concentration - Channelization Sys (Outside CO)										
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	TBD	$3.50	$3.50	$3.50
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	TBD	TBD	TBD	NA
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	$29.24	TBD	TBD	TBD	$19.99
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	$3.94	TBD	TBD	TBD	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	$18.94	TBD	TBD	TBD	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	$8.42	TBD	TBD	TBD	NA	NA	NA
TR008 - System A (96 channel capacity - channels 1-96), per month	UCT8A	$829.76	$477.76	$724.79	$493.89	$546.21	TBD	$579.03	$571.42	$683.78
NRC - 1st	UCT8A	$404.46	$408.22	$632.36	$408.23	$407.65	TBD	$587.83	$586.42	$634.31
NRC - Add'l	UCT8A	$220.32	$222.37	$310.82	$222.37	$222.06	TBD	$278.83	$277.97	$311.78
NRC-Disconnect, 1st	UCT8A	$236.23	$236.02	NA	$253.87	$258.08	TBD	NA	NA	NA
NRC-Disconnect, Add'l	UCT8A	$74.90	$74.84	NA	$80.50	$81.83	TBD	NA	NA	NA
TR008 - System B (96 channel capacity - channels 97-192), per month	UCT8B	$87.34	$85.12	$92.91	$82.15	$87.89	TBD	$85.59	$87.65	$102.12
NRC - 1st	UCT8B	$404.46	$408.22	$632.36	$408.23	$407.65	TBD	$587.83	$586.42	$634.31
NRC - Add'l	UCT8B	$220.32	$222.37	$310.82	$222.37	$222.06	TBD	$278.83	$277.97	$311.78
NRC-Disconnect, 1st	UCT8B	$236.23	$236.02	NA	$253.87	$258.08	TBD	NA	NA	NA
NRC-Disconnect, Add'l	UCT8B	$74.90	$74.84	NA	$80.50	$81.83	TBD	NA	NA	NA
TR303 - System A (96 channel capacity - channels 1-96), per month	UCT3A	$868.77	$512.86	$764.42	$530.75	$584.28	TBD	$615.62	$611.62	$726.87
NRC - 1st	UCT3A	$404.46	$408.22	$632.36	$408.23	$407.65	TBD	$587.83	$586.42	$634.31
NRC - Add'l	UCT3A	$220.32	$222.37	$310.82	$222.37	$222.06	TBD	$278.83	$277.97	$311.78
NRC-Disconnect, 1st	UCT3A	$236.23	$236.02	NA	$253.87	$258.08	TBD	NA	NA	NA
NRC-Disconnect, Add'l	UCT3A	$74.90	$74.84	NA	$80.50	$81.83	TBD	NA	NA	NA
TR303 - System B (96 channel capacity - channels 97-192), per month	UCT3B	$126.35	$120.21	$132.54	$119.01	$125.95	TBD	$122.18	$127.76	$145.21
NRC - 1st	UCT3B	$404.46	$408.22	$632.36	$408.23	$407.65	TBD	$587.83	$586.42	$634.31
NRC - Add'l	UCT3B	$220.32	$222.37	$310.82	$222.37	$222.06	TBD	$278.83	$277.97	$311.78
NRC-Disconnect, 1st	UCT3B	$236.23	$236.02	NA	$253.87	$258.08	TBD	NA	NA	NA
NRC-Disconnect, Add'l	UCT3B	$74.90	$74.84	NA	$80.50	$81.83	TBD	NA	NA	NA
DS1 Feeder Interface, per month	UCTFS	$67.03	NA	$72.12	NA	NA	TBD	$64.63	$69.24	$76.73
Zone 1, per month	UCTFS	NA	$56.65	TBD	$60.01	$73.29	TBD	TBD	TBD	TBD
Zone 2, per month	UCTFS	NA	$65.86	TBD	$60.04	$88.72	TBD	TBD	TBD	TBD
Zone 3, per month	UCTFS	NA	$107.08	TBD	$106.11	$187.11	TBD	TBD	TBD	TBD
Zone 4, per month	UCTFS	NA	NA	NA	NA	NA	TBD	NA	NA	NA
NRC 1st	UCTFS	$192.51	$211.55	$425.74	$209.62	$209.47	TBD	$237.09	$236.32	$418.37
NRC Add'l	UCTFS	$105.73	$129.04	$198.06	$127.11	$127.07	TBD	$116.01	$115.55	$198.67
NRC-Disconnect, 1st	UCTFS	$56.94	$127.78	NA	$133.43	$135.74	TBD	NA	NA	NA
NRC-Disconnect, Add'l	UCTFS	$12.81	$33.06	NA	$33.59	$34.25	TBD	NA	NA	NA
Channel Interface-2 Wire Voice-Loop Start or Ground Start, per mo	ULCC2	$2.38	$2.12	$2.38	$2.24	$2.34	TBD	$2.22	$2.43	$2.61
NRC 1st	ULCC2	$20.88	$21.07	$41.82	$21.08	$21.05	TBD	$28.66	$28.58	$41.95
NRC Add'l	ULCC2	$20.77	$20.96	$41.58	$20.96	$20.93	TBD	$28.50	$28.42	$41.71
NRC-Disconnect, 1st	ULCC2	$10.00	$9.99	NA	$10.75	$10.92	TBD	NA	NA	
NRC-Disconnect, Add'l	ULCC2	$9.94	$9.93	NA	$10.68	$10.86	TBD	NA	NA	
Channel Interface - 2 Wire ISDN, per month	ULCC1	$9.51	$8.48	$9.53	$8.98	$9.34	TBD	$8.88	$9.72	$10.43
NRC 1st	ULCC1	$20.88	$21.07	$41.82	$21.08	$21.05	TBD	$21.24	$28.58	$41.95
NRC Add'l	ULCC1	$20.77	$20.96	$41.58	$20.96	$20.93	TBD	$21.13	$28.42	$41.71
NRC-Disconnect, 1st	ULCC1	$10.00	$9.99	NA	$10.75	$10.92	TBD	NA	NA	NA
NRC-Disconnect, Add'l	ULCC1	$9.94	$9.93	NA	$10.68	$10.86	TBD	NA	NA	NA
Channel Interface - 2 Wire Voice - Reverse Battery, per month	ULCCR	$14.14	$12.61	$14.17	$13.35	$13.89	TBD	$13.20	$14.46	$15.51
. NRC 1st	ULCCR	$20.88	$21.07	$41.82	$21.08	$21.05	TBD	$28.66	$28.58	$41.95
NRC Add'l	ULCCR	$20.77	$20.96	$41.58	$20.96	$20.93	TBD	$28.50	$28.42	$41.71
NRC-Disconnect, 1st	ULCCR	$10.00	$9.99	NA	$10.75	$10.92	TBD	NA	NA	NA
NRC-Disconnect, Add'l	ULCCR	$9.94	$9.93	NA	$10.68	$10.86	TBD	NA	NA	NA
Channel Interface - 4 Wire Voice (Specials Card), per month	ULCC4	$8.43	$7.52	$8.45	$7.96	$8.29	TBD	$7.87	$8.62	$9.26

BELLSOUTH/Aeneas RATES
NETWORK ELEMENTS
AND OTHER SERVICES

NRC 1st	ULCC4	$20.88	$21.07	$41.82	$21.08	$21.05	TBD	$28.66	$28.58	$41.95	
NRC Add'l	ULCC4	$20.77	$20.96	$41.58	$20.96	$20.93	TBD	$28.50	$28.42	$41.71	
NRC-Disconnect, 1st	ULCC4	$10.00	$9.99	NA	$10.75	$10.92	TBD	NA	NA	NA	
NRC-Disconnect, Add'l	ULCC4	$9.94	$9.93	NA	$10.68	$10.86	TBD	NA	NA	NA	
Test Circuit, per month	UCTTC	$41.21	$36.76	$41.30	$38.90	$40.49	TBD	$38.47	$42.14	$45.22	
NRC 1st	UCTTC	$20.88	$21.07	$41.82	$21.08	$21.05	TBD	$28.66	$28.58	$41.95	
NRC Add'l	UCTTC	$20.77	$20.96	$41.58	$20.96	$20.93	TBD	$28.50	$28.42	$41.71	
NRC-Disconnect, 1st	UCTTC	$10.00	$9.99	NA	$10.75	$10.92	TBD	NA	NA	NA	
NRC-Disconnect, Add'l	UCTTC	$9.94	$9.93	NA	$10.68	$10.86	TBD	NA	NA	NA	
Channel Interface - Digital 56Kbps, per month	ULCC5	$12.49	$11.14	$12.51	$11.79	$12.27	TBD	$11.66	$12.77	$13.71	
NRC 1st	ULCC5	$20.88	$21.07	$41.82	$21.08	$21.05	TBD	$28.66	$28.58	$41.95	
NRC Add'l	ULCC5	$20.77	$20.96	$41.58	$20.96	$20.93	TBD	$28.50	$28.42	$41.71	
NRC-Disconnect, 1st	ULCC5	$10.00	$9.99	NA	$10.75	$10.92	TBD	NA	NA	NA	
NRC-Disconnect, Add'l	ULCC5	$9.94	$9.93	NA	$10.68	$10.86	TBD	NA	NA	NA	
Channel Interface - Digital 64Kbps, per month	ULCC6	$12.49	$11.14	$12.51	$14.08	$12.27	TBD	$11.66	$12.77	$13.71	
NRC 1st	ULCC6	$20.88	$21.07	$41.82	$21.08	$21.05	TBD	$28.66	$28.58	$41.95	
NRC Add'l	ULCC6	$20.77	$20.96	$41.58	$20.96	$20.93	TBD	$28.50	$28.42	$41.71	
NRC-Disconnect, 1st	ULCC6	$10.00	$9.99	NA	$10.75	$10.92	TBD	NA	NA	NA	
NRC-Disconnect, Add'l	ULCC6	$9.94	$9.93	NA	$10.68	$10.86	TBD	NA	NA	NA	
Loop Concentration System (Inside C.O.)											
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	NA	
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	$29.24	NA	NA	NA	$19.99	
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	$3.94	NA	NA	NA	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	$18.94	TBD	$18.14	$25.52	TBD	$44.06	TBD	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	$8.42	TBD	$8.06	$11.34	TBD	$13.55	TBD	
TR008 -System A (96 channel capacity - channels 1-96), per month	UCT8A	$327.44	$470.73	$316.63	$522.17	$432.54	$454.79	$375.96	$399.21	$380.06	
NRC - 1st	UCT8A	$1,115.10	$651.05	$1,111.95	$651.04	$650.11	$1,115.10	$1,113.00	$1,119.30	$1,114.05	
NRC - Add'l	UCT8A	NA	NA	NA	NA	NA	NA	NA	NA	NA	
NRC-Disconnect, 1st	UCT8A	NA	NA	NA	NA	NA	NA	NA	NA	NA	
NRC-Disconnect, Add'l	UCT8A	NA	NA	NA	NA	NA	NA	NA	NA	NA	
TR008 -System B (96 channel capacity - channels 97-192), per month	UCT8B	$67.41	$55.96	$65.27	$63.59	$61.71	$73.30	$65.98	$71.91	$68.71	
NRC - 1st	UCT8B	$464.57	$271.27	$463.37	$271.27	$270.88	$464.71	$463.74	$466.38	$464.21	
NRC - Add'l	UCT8B	NA	NA	NA	NA	NA	NA	NA	NA	NA	
NRC-Disconnect, 1st	UCT8B	NA	NA	NA	NA	NA	NA	NA	NA	NA	
NRC-Disconnect, Add'l	UCT8B	NA	NA	NA	NA	NA	NA	NA	NA	NA	
TR303 - System A (96 channel capacity - channels 1-96), per month	UCT3A	$375.18	$510.37	$362.87	$567.21	$476.24	$506.70	$422.68	$450.13	$428.73	
NRC - 1st	UCT3A	$1,115.10	$651.05	$1,111.95	$651.04	$650.11	$1,115.10	$1,113.00	$1,119.30	$1,114.05	
NRC - Add'l	UCT3A	NA	NA	NA	NA	NA	NA	NA	NA	NA	
NRC-Disconnect, 1st	UCT3A	NA	NA	NA	NA	NA	NA	NA	NA	NA	
NRC-Disconnect, Add'l	UCT3A	NA	NA	NA	NA	NA	NA	NA	NA	NA	
TR303 - System B (96 channel capacity - channels 97-192), per month	UCT3B	$111.30	$94.30	$110.02	$107.16	$103.99	$123.52	$111.17	$121.16	$115.79	
NRC - 1st	UCT3B	$464.57	$271.27	$463.37	$271.27	$270.88	$464.71	$463.74	$466.38	$464.21	
NRC - Add'l	UCT3B	NA	NA	NA	NA	NA	NA	NA	NA	NA	
NRC-Disconnect, 1st	UCT3B	NA	NA	NA	NA	NA	NA	NA	NA	NA	
NRC-Disconnect, Add'l	UCT3B	NA	NA	NA	NA	NA	NA	NA	NA	NA	
DS1 Interface, per month	UCTCO	$6.42	$5.28	$6.15	$6.04	$5.91	$6.99	$6.27	$6.79	$6.49	
NRC 1st	UCTCO	$367.70	$126.61	$366.72	$126.61	$126.43	$367.80	$367.04	$369.13	$367.41	
NRC Add'l	UCTCO	$132.03	$92.17	$130.63	$92.17	$92.04	$132.07	$131.79	$132.54	$131.92	
NRC-Disconnect, 1st	UCTCO	NA	$31.11	NA	$33.46	$34.02	NA	NA	NA	NA	
NRC-Disconnect, Add'l	UCTCO	NA	$8.71	NA	$9.37	$9.52	NA	NA	NA	NA	
Channel Interface-2 Wire Voice-Loop Start or Ground Start, per month	ULCC2	$2.55	$2.10	$2.44	$2.40	$2.35	$2.77	$0.89	$2.69	$2.58	
NRC 1st	ULCC2	$35.77	$21.07	$35.68	$21.08	$21.05	$35.78	$35.73	$35.91	$35.74	
NRC Add'l	ULCC2	$35.55	$20.96	$35.48	$20.96	$20.93	$35.37	$35.49	$35.71	$35.54	
NRC-Disconnect, 1st	ULCC2	NA	$9.99	NA	$10.75	$10.92	NA	NA	NA	NA	
NRC-Disconnect, Add'l	ULCC2	NA	$9.93	NA	$10.68	$10.86	NA	NA	NA	NA	

BELLSOUTH/Aeneas RATES
NETWORK ELEMENTS
AND OTHER SERVICES

Channel Interface - 2 Wire ISDN, per month	ULCC1	$10.19	$8.38	$9.76	$9.59	$9.39	$11.10	$9.95	$10.76	$10.30	
NRC 1st	ULCC1	$35.77	$21.07	$35.68	$21.08	$21.05	$35.78	$35.71	$35.91	$35.74	
NRC Add'l	ULCC1	$35.55	$20.96	$35.48	$20.96	$20.93	$35.37	$35.51	$35.71	$35.54	
NRC-Disconnect, 1st	ULCC1	NA	$9.99	NA	$10.75	$10.92	NA	NA	NA	NA	
NRC-Disconnect, Add'l	ULCC1	NA	$9.93	NA	$10.68	$10.86	NA	NA	NA	NA	
Channel Interface - 2 Wire Voice - Reverse Battery, per month	ULCCR	$15.15	$12.46	$14.51	$14.26	$13.95	$16.46	$14.80	$16.01	$15.32	
. NRC 1st	ULCCR	$35.77	$21.07	$35.68	$21.08	$21.05	$35.78	$35.71	$35.91	$35.74	
NRC Add'l	ULCCR	$35.55	$20.96	$35.48	$20.96	$20.93	$35.37	$35.51	$35.71	$35.54	
NRC-Disconnect, 1st	ULCCR	NA	$9.99	NA	$10.75	$10.92	NA	NA	NA	NA	
NRC-Disconnect, Add'l	ULCCR	NA	$9.93	NA	$10.68	$10.86	NA	NA	NA	NA	
Channel Interface - 4 Wire Voice, per month	ULCC4	$9.04	$7.43	$8.65	$8.51	$8.32	$9.83	$8.82	$9.55	$9.13	
NRC 1st	ULCC4	$35.77	$21.07	$35.68	$21.08	$21.05	$35.78	$35.71	$35.91	$35.74	
NRC Add'l	ULCC4	$35.55	$20.96	$35.48	$20.96	$20.93	$35.37	$35.51	$35.71	$35.54	
NRC-Disconnect, 1st	ULCC4	NA	$9.99	NA	$10.75	$10.92	NA	NA	NA	NA	
NRC-Disconnect, Add'l	ULCC4	NA	$9.93	NA	$10.68	$10.86	NA	NA	NA	NA	
Test Circuit, per month	UCTTC	$44.16	36.31	$42.30	$41.58	$40.67	$47.85	$43.13	$46.66	$44.65	
NRC 1st	UCTTC	$35.77	$21.07	$35.68	$21.08	$21.05	$35.78	$35.71	$35.91	$35.74	
NRC Add'l	UCTTC	$35.55	$20.96	$35.48	$20.96	$20.93	$35.37	$35.51	$35.71	$35.54	
NRC-Disconnect, 1st	UCTTC	$35.55	$9.99	NA	$10.75	$10.92	NA	NA	NA	NA	
NRC-Disconnect, Add'l	UCTTC	$35.55	$9.93	NA	$10.68	$10.86	NA	NA	NA	NA	
Channel Interface - Digital 56Kbps, per month	ULCC5	TBD	$11.01	TBD	$12.60	$12.33	TBD	TBD	TBD	TBD	
NRC 1st	ULCC5	TBD	$21.07	TBD	$21.08	$21.05	TBD	TBD	TBD	TBD	
NRC Add'l	ULCC5	TBD	$20.96	TBD	$20.96	$20.93	TBD	TBD	TBD	TBD	
NRC-Disconnect, 1st	ULCC5	TBD	$9.99	NA	$10.75	$10.92	TBD	TBD	TBD	TBD	
NRC-Disconnect, Add'l	ULCC5	TBD	$9.93	NA	$10.68	$10.86	TBD	TBD	TBD	TBD	
Channel Interface - Digital 64Kbps, per month	ULCC6	TBD	$11.01	TBD	$12.60	$12.33	TBD	TBD	TBD	TBD	
NRC 1st	ULCC6	TBD	$21.07	TBD	$21.08	$21.05	TBD	TBD	TBD	TBD	
NRC Add'l	ULCC6	TBD	$20.96	TBD	$20.96	$20.93	TBD	TBD	TBD	TBD	
NRC-Disconnect, 1st	ULCC6	TBD	$9.99	NA	$10.75	$10.92	TBD	TBD	TBD	TBD	
NRC-Disconnect, Add'l	ULCC6	TBD	$9.93	NA	$10.68	$10.86	TBD	TBD	TBD	TBD	
LINE SHARING											
2-Wire analog VG (SL1) for Line Sharing											
RC - per month (Note 3) **		TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	$12.16	
NRC - 1st (Note 3) **		TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	$31.99	
NRC - Add'l (Note 3) **		TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	$20.02	
System Splitter - 96 Line Capacity											
RC - Per month **	ULSDA	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	
NRC - 1st **	ULSDA	$150.00	$150.00	$150.00	$300.00	$150.00	$300.00	$300.00	$300.00	$150.00	
NRC - Addl **	ULSDA	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
NRC - Disconnect 1st **	ULSDA	$150.00	$150.00	$150.00	NA	$150.00	NA	NA	NA	$150.00	
NRC - Disconnect Add'l **	ULSDA	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
System Splitter - 24 Line Capacity											
RC - Per month **	ULSDB	$25.00	$25.00	$25.00	$25.00	$25.00	$25.00	$25.00	$25.00	$25.00	
NRC - 1st **	ULSDB	$150.00	$150.00	$150.00	$300.00	$150.00	$300.00	$300.00	$300.00	$150.00	
NRC - Addl **	ULSDB	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
NRC - Disconnect 1st **	ULSDB	$150.00	$150.00	$150.00	NA	$150.00	NA	NA	NA	$150.00	
NRC - Disconnect Add'l **	ULSDB	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
Loop Capacity, Line Activation Per Occurrence											
RC - Per Month **	ULSDC	$6.00	$6.00	$6.00	$6.00	$6.00	$6.00	$6.00	$6.00	$3.48	
NRC - 1st **	ULSDC	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00	
NRC - Addl **	ULSDC	$22.00	$22.00	$22.00	$22.00	$22.00	$22.00	$22.00	$22.00	$21.39	

Version 3Q00:10/25/00

BELLSOUTH/Aeneas RATES
NETWORK ELEMENTS
AND OTHER SERVICES

			NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	
			NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	TBD	
			NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	NA	NA	NA	$19.99	
			NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	NA	NA	NA	TBD	
			NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$26.94	$44.22	NA	
			NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12.76	$13.55	NA	
			NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA	
			Subsequent Activity - Per Occurrence											
			NRC - 1st **	ULSDS	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00	
			NRC - Addl **	ULSDS	$15.00	$15.00	$15.00	$15.00	$15.00	$15.00	$15.00	$15.00	$15.00	
			* Interim Rates subject to true-up											
			** TN rates are interim and subject to true-up.											
	NOTES:													
		1	In states where a specific NRC for customer transfer, feature additions and changes is not stated, the applicable NRC from the appropriate tariff applies.											
		2	Geographically Deaveraged UNE Zones and applicable rates have been established for certain services, as shown in this Agreement. Where Geographically Deaveraged UNE Zones and applicable rates are established, Statewide rates are obsolete. Further, BellSouth is in the process of enhancing its billing systems in order to accomodate this Geographically Deaveraged UNE Zone Rate Structure. Until these enhancements are accomplished, estimated to be mid 2001, the UNE Zone 1 rate will be billed for all services residing in Zones 1, 2, 3 or 4, i.e., Rates for services residing in UNE Zones 2, 3 and UNE Zone 4, where applicable, will not be billed. Once billing enhancements are complete, all applicable UNE Zone rates reflected in this Agreement will be billed. Reference Internet Website http://www.interconnection.bellsouth.com/become_clec/docs/interconnection/deavuzns.pdf to view Geographically Deaveraged UNE Zone Designations by Central Office.											
		3	The recurring interim and nonrecurring interim rates in TN for 2-Wire analog VG (SL1) for Line Sharing is for a stand-alone loop purchased by CLEC-1 to provide both analog voice service and xDSL services or in the event CLEC-1 wishes to continue providing xDSL services to an end-user who terminates its BellSouth-provided voice service. These rates apply when CLEC-1 purchases the splitter from BellSouth.											

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
LOCAL EXCHANGE SWITCHING (PORTS)										
2-Wire Analog Line Port (Res., Bus.), per month										
2-Wire Voice Grade Line Port (Residence), per month										
2- wire voice unbundled port - residence	UEPRL	$2.07	$1.62	$1.85 - Note 1	$2.61 - Note 1	$2.20	$2.11	$2.19	$2.35	$4.73 - Note 1
2-wire voice unbundled port with caller ID - residence	UEPRC	$2.07	$1.62	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	$4.73
2-wire voice unbundled port outgoing only - residence	UEPRO	$2.07	$1.62	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	$4.73
2-wire voice grade unbundled Alabama extended local dialing parity port with caller ID	UEPAR	$2.07	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice grade unbundled Kentucky extended local dialing parity port with caller ID	UEPRM	NA	NA	NA	$2.61	NA	NA	NA	NA	NA
2-wire voice grade unbundled Louisiana extended local dialing parity port with caller ID	UEPAS	NA	NA	NA	NA	$2.20	NA	NA	NA	NA
2-wire voice grade unbundled Mississippi extended local dialing parity port with caller ID	UEPAT	NA	NA	NA	NA	NA	$2.11	NA	NA	NA
2-wire voice grade unbundled South Carolina extended local dialing parity port with caller ID	UEPAU	NA	NA	NA	NA	NA	NA	NA	$2.35	NA
2-wire voice grade unbundled Tennessee extended local dialing parity port with caller ID	UEPAQ	NA	NA	NA	NA	NA	NA	NA	NA	$4.73
2-wire voice unbundled Florida area calling with caller ID - residence	UEPAF	NA	$1.62	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)	UEPAG	NA	NA	NA	NA	$2.20	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)	UEPAH	NA	NA	NA	NA	$2.20	NA	NA	NA	NA
2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LW8)	UEPAJ	NA	NA	NA	NA	NA	NA	NA	$2.35	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)	UEPAK	NA	NA	NA	NA	NA	NA	NA	NA	$4.73
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)	UEPAL	NA	NA	NA	NA	NA	NA	NA	NA	$4.73
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)	UEPAM	NA	NA	NA	NA	NA	NA	NA	NA	$4.73
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)	UEPAN	NA	NA	NA	NA	NA	NA	NA	NA	$4.73
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)	UEPAO	NA	NA	NA	NA	NA	NA	NA	NA	$4.73
2-wire voice unbundled res, low usage line port with Caller ID (LUM)	UEPAP	$2.07	$1.62	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	$4.73
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPCX									
2-Wire Voice Grade Line Port(Business), per month										
2-wire voice unbundled port without Caller ID	UEPBL	$2.07	$1.62	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	$4.73
2-wire voice unbundled port with unbundled port with Caller+E484 ID	UEPBC	$2.07	$1.62	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	$4.73
2-wire voice unbundled outgoing only port	UEPBO	$2.07	$1.62	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	$4.73
2-wire voice grade unbundled Alabama extended local dialing parity port with caller ID	UEPAW	$2.07	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice grade unbundled Kentucky extended local dialing parity port with caller ID	UEPBM	NA	NA	NA	$2.61	NA	NA	NA	NA	NA
2-wire voice grade unbundled Louisiana extended local dialing parity port with caller ID	UEPAX	NA	NA	NA	NA	$2.20	NA	NA	NA	NA
2-wire voice grade unbundled Mississippi extended local dialing parity port with caller ID	UEPAY	NA	NA	NA	NA	NA	$2.11	NA	NA	NA
2-wire voice grade unbundled South Carolina extended local dialing parity port with caller ID	UEPAZ	NA	NA	NA	NA	NA	NA	NA	$2.35	NA
2-wire voice grade unbundled Tennessee extended local dialing parity port with caller ID	UEPAV	NA	NA	NA	NA	NA	NA	NA	NA	$4.73
2-wire voice unbundled incoming only port with Caller ID	UEPB1	$2.07	$1.62	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	$4.73
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)	UEPAA	NA	NA	NA	NA	$2.20	NA	NA	NA	NA

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-wire voice unbundled SC Bus Area Calling Port with Caller ID (LMB)	UEPAB	NA	NA	NA	NA	NA	NA	NA	$2.35	NA
2-wire voice unbundled TN Bus 2-Way Area Calling Port Economy Option (TACC1)	UEPAC	NA	NA	NA	NA	NA	NA	NA	NA	$4.73
2-wire voice unbundled TN Bus 2-Way Area Calling Port Standard Option (TACC2)	UEPAD	NA	NA	NA	NA	NA	NA	NA	NA	$4.73
2-wire voice unbundled TN Bus 2-WAY Collierville and Memphis Local Calling Port (B2F)	UEPAE	NA	NA	NA	NA	NA	NA	NA	NA	$4.73
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPCX									
Non-Recurring Charges (NRC) - 1st (Residence)										
2- wire voice unbundled port - residence	UEPRL	$21.93	$4.76	$17.16	$37.78	$16.43	$22.98	$21.60	$24.98	$9.93
2-wire voice unbundled port with caller ID - residence	UEPRC	$21.93	$4.76	$17.16	$37.78	$16.43	$22.98	$24.04	$24.98	$9.93
2-wire voice unbundled port outgoing only - residence	UEPRO	$21.93	$4.76	$17.16	$37.78	$16.43	$22.98	$24.04	$24.98	$9.93
2-wire voice grade unbundled Alabama extended local dialing parity port with caller ID	UEPAR	$21.93	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice grade unbundled Kentucky extended local dialing parity port with caller ID	UEPRM	NA	NA	NA	$37.78	NA	NA	NA	NA	NA
2-wire voice grade unbundled Louisiana extended local dialing parity port with caller ID	UEPAS	NA	NA	NA	NA	$16.43	NA	NA	NA	NA
2-wire voice grade unbundled Mississippi extended local dialing parity port with caller ID	UEPAT	NA	NA	NA	NA	NA	$22.98	NA	NA	NA
2-wire voice grade unbundled South Carolina extended local dialing parity port with caller ID	UEPAU	NA	NA	NA	NA	NA	NA	NA	$24.98	NA
2-wire voice grade unbundled Tennessee extended local dialing parity port with caller ID	UEPAQ	NA	NA	NA	NA	NA	NA	NA	NA	$9.93
2-wire voice unbundled Florida area calling with caller ID - residence	UEPAF	NA	$4.76	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)	UEPAG	NA	NA	NA	NA	$16.43	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)	UEPAH	NA	NA	NA	NA	$16.43	NA	NA	NA	NA
2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LW8)	UEPAJ	NA	NA	NA	NA	$16.43	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)	UEPAK	NA	NA	NA	NA	NA	NA	NA	$24.98	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)	UEPAL	NA	NA	NA	NA	NA	NA	NA	NA	$9.93
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)	UEPAM	NA	NA	NA	NA	NA	NA	NA	NA	$9.93
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)	UEPAN	NA	NA	NA	NA	NA	NA	NA	NA	$9.93
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)	UEPAO	NA	NA	NA	NA	NA	NA	NA	NA	$9.93
2-wire voice unbundled Res Low Usage Line Port with Caller+E563 ID (LUM)	UEPAP	NA	NA	NA	NA	NA	NA	NA	NA	$9.93
NRC - Add'l (Residence)										
2- wire voice unbundled port - residence	UEPRL	$21.93	$4.54	$17.16	$37.78	$16.43	$22.98	$21.60	$24.98	$9.19
2-wire voice unbundled port with caller ID - residence	UEPRC	$21.93	$4.54	$17.16	$37.78	$16.43	$22.98	$9.08	$24.98	$9.19
2-wire voice unbundled port outgoing only - residence	UEPRO	$21.93	$4.54	$17.16	$37.78	$16.43	$22.98	$9.08	$24.98	$9.19
2-wire voice grade unbundled Alabama extended local dialing parity port with caller ID	UEPAR	$21.93	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice grade unbundled Kentucky extended local dialing parity port with caller ID	UEPRM	NA	NA	NA	$37.78	NA	NA	NA	NA	NA
2-wire voice grade unbundled Louisiana extended local dialing parity port with caller ID	UEPAS	NA	NA	NA	NA	$16.43	NA	NA	NA	NA

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-wire voice grade unbundled Mississippi extended local dialing parity port with caller ID	UEPAT	NA	NA	NA	NA	NA	$22.98	NA	NA	NA
2-wire voice grade unbundled South Carolina extended local dialing parity port with caller ID	UEPAU	NA	NA	NA	NA	NA	NA	NA	$24.98	NA
2-wire voice grade unbundled Tennessee extended local dialing parity port with caller ID	UEPAQ	NA	NA	NA	NA	NA	NA	NA	NA	$9.19
2-wire voice unbundled Florida area calling with caller ID - residence	UEPAF	NA	$4.54	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)	UEPAG	NA	NA	NA	NA	$16.43	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)	UEPAH	NA	NA	NA	NA	$16.43	NA	NA	NA	NA
2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LW8)	UEPAJ	NA	NA	NA	NA	NA	NA	NA	$24.98	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)	UEPAK	NA	NA	NA	NA	NA	NA	NA	NA	$9.19
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)	UEPAL	NA	NA	NA	NA	NA	NA	NA	NA	$9.19
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)	UEPAM	NA	NA	NA	NA	NA	NA	NA	NA	$9.19
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)	UEPAN	NA	NA	NA	NA	NA	NA	NA	NA	$9.19
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)	UEPAO	NA	NA	NA	NA	NA	NA	NA	NA	$9.19
2-wire voice unbundled Res Low Usage Line Port with Caller ID (LUM)	UEPAP	$21.93	$4.54	$17.16	$37.78	$16.43	$22.98	$9.08	$24.98	$9.19
NRC - Subsequent Activity	USASC	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00
NRC - 1st (Business)										
2-wire Voice Unbundled Port without Caller ID	UEPBL	$21.93	$4.76	$17.16	$37.55	$16.43	$22.98	$21.60	$24.98	$9.93
2-wire voice unbundled port with Caller ID	UEPBC	$21.93	$4.76	$17.16	$37.55	$16.43	$22.98	$24.04	$24.98	$9.93
2-wire voice unbundled outgoing only port	UEPBO	$21.93	$4.76	$17.16	$37.55	$16.43	$22.98	$24.04	$24.98	$9.93
2-wire voice grade unbundled Alabama extended local dialing parity port with caller ID	UEPAW	$21.93	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice grade unbundled Kentucky extended local dialing parity port with caller ID	UEPBM	NA	NA	NA	$37.78	NA	NA	NA	NA	NA
2-wire voice grade unbundled Louisiana extended local dialing parity port with caller ID	UEPAX	NA	NA	NA	NA	$16.43	NA	NA	NA	NA
2-wire voice grade unbundled Mississippi extended local dialing parity port with caller ID	UEPAY	NA	NA	NA	NA	NA	$22.98	NA	NA	NA
2-wire voice grade unbundled South Carolina extended local dialing parity port with caller ID	UEPAZ	NA	NA	NA	NA	NA	NA	NA	$24.98	NA
2-wire voice grade unbundled Tennessee extended local dialing parity port with caller ID	UEPAV	NA	NA	NA	NA	NA	NA	NA	NA	$9.93
2-wire voice unbundled Incoming only Port with Caller ID	UEPB1	$21.93	$4.76	$17.16	$37.55	$16.43	$22.98	$24.04	$24.98	$9.93
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)	UEPAA	NA	NA	NA	NA	$16.43	NA	NA	NA	NA
2-wire voice unbundled SC Bus Area Calling Port with Caller ID+E587 (LMB)	UEPAB	NA	NA	NA	NA	NA	NA	NA	$24.98	NA
2-wire voice unbundled TN Bus 2-way Area Calling Port Economy Option (TACC1)	UEPAC	NA	NA	NA	NA	NA	NA	NA	NA	$9.93
2-wire voice unbundled TN Bus 2-way Area Calling Port Standard Option (TACC2)	UEPAD	NA	NA	NA	NA	NA	NA	NA	NA	$9.93
2-wire voice unbundled TN Bus 2-way Collierville and Memphis Local Calling Port (B2F)	UEPAE	NA	NA	NA	NA	NA	NA	NA	NA	$9.93
NRC - Add'l (Business)										
2-wire voice unbundled port without Caller ID	UEPBL	$21.93	$4.54	$17.16	$37.55	$16.43	$22.98	$21.60	$24.98	$9.19
2-wire voice unbundled port with Caller ID	UEPBC	$21.93	$4.54	$17.16	$37.55	$16.43	$22.98	$9.08	$24.98	$9.19

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-wire voice unbundled outgoing only port	UEPBO	$21.93	$4.54	$17.16	$37.55	$16.43	$22.98	$9.08	$24.98	$9.19
2-wire voice grade unbundled Alabama extended local dialing parity port with caller ID	UEPAW	$21.93	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice grade unbundled Kentucky extended local dialing parity port with caller ID	UEPBM	NA	NA	NA	$37.78	NA	NA	NA	NA	NA
2-wire voice grade unbundled Louisiana extended local dialing parity port with caller ID	UEPAX	NA	NA	NA	NA	$16.43	NA	NA	NA	NA
2-wire voice grade unbundled Mississippi extended local dialing parity port with caller ID	UEPAY	NA	NA	NA	NA	NA	$22.98	NA	NA	NA
2-wire voice grade unbundled South Carolina extended local dialing parity port with caller ID	UEPAZ	NA	NA	NA	NA	NA	NA	NA	$24.98	NA
2-wire voice grade unbundled Tennessee extended local dialing parity port with caller ID	UEPAV	NA	NA	NA	NA	NA	NA	NA	NA	$9.19
2-wire voice unbundled incoming only port with Caller ID	UEPB1	$21.93	$4.54	$17.16	$37.55	$16.43	$22.98	$9.08	$24.98	$9.19
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)	UEPAA	NA	NA	NA	NA	$16.43	NA	NA	NA	NA
2-wire voice unbundled SC Bus Area Calling Port with Caller ID (LMB)	UEPAB	NA	NA	NA	NA	NA	NA	NA	$24.98	NA
2-wire voice unbundled TN Bus 2-way Area Calling Port Economy Option (TACC1)	UEPAC	NA	NA	NA	NA	NA	NA	NA	NA	$9.19
2-wire voice unbundled TN Bus 2-way Area Calling Port Standard Option (TACC2)	UEPAD	NA	NA	NA	NA	NA	NA	NA	NA	$9.19
2-wire voice unbundled TN Bus 2-way Collierville and Memphis Locall Calling Port (B2F)	UEPAE	NA	NA	NA	NA	NA	NA	NA	NA	$9.19
NRC - Subsequent Activity	USASC	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00
NRC - Disconnect Charge - 1st										
2- wire voice unbundled port - residence	UEPRL	$6.21	$2.76	NA	NA	$4.38	$6.56	NA	NA	$3.66
2-wire voice unbundled port with caller ID - residence	UEPRC	$6.21	$2.76	NA	NA	$4.38	$6.56	NA	NA	$3.66
2-wire voice unbundled port outgoing only - residence	UEPRO	$6.21	$2.76	NA	NA	$4.38	$6.56	NA	NA	$3.66
2-wire voice grade unbundled Alabama extended local dialing parity port with caller ID	UEPAR	$6.21	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice grade unbundled Kentucky extended local dialing parity port with caller ID	UEPRM	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice grade unbundled Louisiana extended local dialing parity port with caller ID	UEPAS	NA	NA	NA	NA	$4.38	NA	NA	NA	NA
2-wire voice grade unbundled Mississippi extended local dialing parity port with caller ID	UEPAT	NA	NA	NA	NA	NA	$6.56	NA	NA	NA
2-wire voice grade unbundled South Carolina extended local dialing parity port with caller ID	UEPAU	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice grade unbundled Tennessee extended local dialing parity port with caller ID	UEPAQ	NA	NA	NA	NA	NA	NA	NA	NA	$3.66
2-wire voice unbundled Florida area calling with caller ID - residence	UEPAF	NA	$2.76	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)	UEPAG	NA	NA	NA	NA	$4.38	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)	UEPAH	NA	NA	NA	NA	$4.38	NA	NA	NA	NA
2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LW8)	UEPAJ	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)	UEPAK	NA	NA	NA	NA	NA	NA	NA	NA	$3.66
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)	UEPAL	NA	NA	NA	NA	NA	NA	NA	NA	$3.66
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)	UEPAM	NA	NA	NA	NA	NA	NA	NA	NA	$3.66
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)	UEPAN	NA	NA	NA	NA	NA	NA	NA	NA	$3.66

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)	UEPAO	NA	NA	NA	NA	NA	NA	NA	NA	$3.66
2-wire voice unbundled Res Low Usage Line Port with Caller ID (LUM)	UEPAP	$6.21	$2.76	NA	NA	$4.38	$6.56	NA	NA	$3.66
2-wire voice unbundled port without Caller ID	UEPBL	$6.21	$2.76	NA	NA	$4.38	$6.56	NA	NA	$3.66
2-wire voice unbundled port with Caller ID	UEPBC	$6.21	$2.76	NA	NA	$4.38	$6.56	NA	NA	$3.66
2-wire voice unbundled outgoing only Port	UEPBO	$6.21	$2.76	NA	NA	$4.38	$6.56	NA	NA	$3.66
2-wire voice grade unbundled Alabama extended local dialing parity port with caller ID	UEPAW	$6.21	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice grade unbundled Kentucky extended local dialing parity port with caller ID	UEPBM	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice grade unbundled Louisiana extended local dialing parity port with caller ID	UEPAX	NA	NA	NA	NA	$4.38	NA	NA	NA	NA
2-wire voice grade unbundled Mississippi extended local dialing parity port with caller ID	UEPAY	NA	NA	NA	NA	NA	$6.56	NA	NA	NA
2-wire voice grade unbundled South Carolina extended local dialing parity port with caller ID	UEPAZ	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice grade unbundled Tennessee extended local dialing parity port with caller ID	UEPAV	NA	NA	NA	NA	NA	NA	NA	NA	$3.66
2-wire voice unbundled Incoming only Port with Caller ID	UEPB1	$6.21	$2.76	NA	NA	$4.38	$6.56	NA	NA	$3.66
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)	UEPAA	NA	NA	NA	NA	$4.38	NA	NA	NA	NA
2-wire voice unbundles SC Bus Area Calling Port with Caller ID (LMB)	UEPAB	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled TN Bus 2-way Area Calling Port Economy Option (TACC1)	UEPAC	NA	NA	NA	NA	NA	NA	NA	NA	$3.66
2-wire voice unbundled TN Bus 2-way Area Calling Port Standard Option (TACC2)	UEPAD	NA	NA	NA	NA	NA	NA	NA	NA	$3.66
2-wire voice unbundled TN Bus 2-Way Collierville and Memphis Local Calling Port (B2F)	UEPAE	NA	NA	NA	NA	NA	NA	NA	NA	$3.66
NRC - Disconnect Charge - Add'l										
2- wire voice unbundled port - residence	UEPRL	$6.21	$2.59	NA	NA	$4.38	$6.56	NA	NA	$2.92
2-wire voice unbundled port with caller ID - residence	UEPRC	$6.21	$2.59	NA	NA	$4.38	$6.56	NA	NA	$2.92
2-wire voice unbundled port outgoing only - residence	UEPRO	$6.21	$2.59	NA	NA	$4.38	$6.56	NA	NA	$2.92
2-wire voice grade unbundled Alabama extended local dialing parity port with caller ID	UEPAR	$6.21	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice grade unbundled Kentucky extended local dialing parity port with caller ID	UEPRM	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice grade unbundled Louisiana extended local dialing parity port with caller ID	UEPAS	NA	NA	NA	NA	$4.38	NA	NA	NA	NA
2-wire voice grade unbundled Mississippi extended local dialing parity port with caller ID	UEPAT	NA	NA	NA	NA	NA	$6.56	NA	NA	NA
2-wire voice grade unbundled South Carolina extended local dialing parity port with caller ID	UEPAU	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice grade unbundled Tennessee extended local dialing parity port with caller ID	UEPAQ	NA	NA	NA	NA	NA	NA	NA	NA	$2.92
2-wire voice unbundled Florida area calling with caller ID - residence	UEPAF	NA	$2.59	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)	UEPAG	NA	NA	NA	NA	$4.38	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)	UEPAH	NA	NA	NA	NA	$4.38	NA	NA	NA	NA
2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LW8)	UEPAJ	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)	UEPAK	NA	NA	NA	NA	NA	NA	NA	NA	$2.92
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)	UEPAL	NA	NA	NA	NA	NA	NA	NA	NA	$2.92

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)	UEPAM	NA	NA	NA	NA	NA	NA	NA	NA	$2.92
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)	UEPAN	NA	NA	NA	NA	NA	NA	NA	NA	$2.92
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)	UEPAO	NA	NA	NA	NA	$4.38	$6.56	NA	NA	$2.92
2-wire voice unbundled Res Low Usage Line Port with Caller ID (LUM)	UEPAP	$6.21	$2.59	NA	NA	$4.38	$6.56	NA	NA	$2.92
2-wire voice unbundled port without Caller ID	UEPBL	$6.21	$2.59	NA	NA	$4.38	$6.56	NA	NA	$2.92
2-wire voice unbundled port with Caler ID	UEPBC	$6.21	$2.59	NA	NA	$4.38	$6.56	NA	NA	$2.92
2-wire voice unbundled outgoing only port	UEPBO	$6.21	$2.59	NA	NA	$4.38	$6.56	NA	NA	$2.92
2-wire voice grade unbundled Alabama extended local dialing parity port with caller ID	UEPAW	$6.21	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice grade unbundled Kentucky extended local dialing parity port with caller ID	UEPBM	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice grade unbundled Louisiana extended local dialing parity port with caller ID	UEPAX	NA	NA	NA	NA	$4.38	NA	NA	NA	NA
2-wire voice grade unbundled Mississippi extended local dialing parity port with caller ID	UEPAY	NA	NA	NA	NA	NA	$6.56	NA	NA	NA
2-wire voice grade unbundled South Carolina extended local dialing parity port with caller ID	UEPAZ	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice grade unbundled Tennessee extended local dialing parity port with caller ID	UEPAV	NA	NA	NA	NA	NA	NA	NA	NA	$2.92
2-wire voice unbundled incoming only port with Caller ID	UEPB1	$6.21	$2.59	NA	NA	$4.38	$6.56	NA	NA	$2.92
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)	UEPAA	NA	NA	NA	NA	$4.38	NA	NA	NA	NA
2-wire voice unbundled SC Bus Area Calling Port with Caller ID (LMB)	UEPAB	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled TN Bus 2-way Area Calling Port Economy Option (TACC1)	UEPAC	NA	NA	NA	NA	NA	NA	NA	NA	$2.92
2-wire voice unbundled TN Bus 2-way Area Calling Port Standard Option (TACC2)	UEPAD	NA	NA	NA	NA	NA	NA	NA	NA	$2.92
2-wire voice unbundled TN Bus 2-way Collierville and Memphis Local Calling Port (B2F)	UEPAE	NA	NA	NA	NA	NA	NA	NA	NA	$2.92
NRC - OSS										
NRC - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces	SOMEC	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$26.94	$44.42	$20.35
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12.76	$14.63	$10.54
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$17.77	NA	NA	NA	$10.39	$16.06	NA	NA	$13.32
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	$1.44	NA	NA	NA	NA	NA	NA	NA	$1.40
All available features, per month	UEPVF	$5.55	$3.40	NA	NA	$8.28	$6.75	NA	$6.29	NA
NRC - 1st (all types)		$24.72	NA	NA	NA	NA	$21.42	NA	$36.24	NA
NRC - Add'l (all types)		$24.72	NA	NA	NA	NA	$21.42	NA	$36.24	NA
NRC - Disconnect Charge - 1st		$18.41	NA	NA	NA	NA	$19.68	NA	NA	NA
NRC - Disconnect Charge - Add'l		$18.41	NA	NA	NA	NA	$19.68	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	NA	NA	NA	$25.52	NA	$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	NA	NA	NA	$11.34	NA	$14.63	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$17.77	NA	NA	NA	NA	$16.06	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	$1.44	NA	NA	NA	NA	NA	NA	NA	NA
Three available feature, per month	UEPVF	NA	NA	NA	NA	$8.28	$3.31	NA	$3.03	NA
NRC - 1st (all types)		NA	NA	NA	NA	NA	$3.06	NA	$4.53	NA
NRC - Add'l (all types)		NA	NA	NA	NA	NA	$3.06	NA	$4.53	NA
NRC - Disconnect Charge - 1st		NA	NA	NA	NA	NA	$8.20	NA	NA	NA

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Disconnect Charge - Add'l		NA	NA	NA	NA	NA	$8.20	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	$25.52	NA	$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	$11.34	NA	$14.63	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA	NA	NA	NA	NA	$16.06	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
4-Wire Analog VG Port, per month	UEP4A	NA	$8.74	$8.47	NA	$10.13	$9.60	$8.69	$2.28	$11.11
NRC - 1st	UEP4A	NA	$4.76	$17.16	NA	$16.43	$22.98	$21.69	$3.50	$9.93
NRC - Add'l	UEP4A	NA	$4.54	$17.16	NA	$16.43	$22.98	$21.69	$3.50	$9.19
NRC - Disconnect Charge - 1st	BFR	NA	$2.82	NA	NA	$3.77	$6.56	NA	NA	$3.66
NRC - Disconnect Charge - Add'l	BFR	NA	$2.64	NA	NA	$3.77	$6.56	NA	NA	$2.92
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	$21.56	$18.94	NA	$18.14	$25.52	$26.85	NA	$20.35
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	$21.56	$8.42	NA	$8.06	$11.34	$12.67	NA	$10.54
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA	$3.84	NA	NA	$8.94	$16.06	NA	NA	$13.32
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA	$3.84	NA	NA	$8.94	$16.06	NA	NA	$1.40
2-Wire DID Port, per month	UEPP2	$12.08	$9.38	$11.35	NA	$13.12	$14.63	$12.36	$12.08	$8.97
NRC - 1st	UEPP2	$50.00	$248.44	$61.91	NA	$59.28	$83.09	$81.84	$50.00	$47.75
NRC - Add'l	UEPP2	$18.00	$37.49	$61.91	NA	$59.28	$83.09	$81.84	$50.00	$47.01
NRC - Disconnect Charge - 1st	UEPP2	NA	$113.28	NA	NA	$9.20	$13.48	NA	NA	$9.21
NRC - Disconnect Charge - Add'l	UEPP2	NA	$7.12	NA	NA	$9.20	$13.48	NA	NA	$8.47
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	$21.56	$18.94	NA	$18.14	$25.52	$26.94	NA	$20.35
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	$21.56	$8.42	NA	$8.06	$11.34	$12.76	NA	$10.54
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA	$3.84	NA	NA	$10.39	$16.07	NA	NA	$13.32
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA	$3.84	NA	NA	$10.39	$16.07	NA	NA	$1.40
4-Wire DS1 Port w/DID capability, per month	UEPDD	$130.23	$63.31	$120.80	NA	$149.27	$146.46	$123.65	$130.23	$120.00
NRC - 1st	UEPDD	$50.00	$413.93	$89.44	NA	$85.63	$117.81	$116.59	$60.00	To be negotiated
NRC - Add'l	UEPDD	$18.00	$191.44	$52.46	NA	$50.23	$71.18	$69.92	$60.00	To be negotiated
NRC - Disconnect Charge - 1st	UEPDD	NA	$137.29	NA	NA	$8.82	$12.94	NA	NA	NA
NRC - Disconnect Charge - Add'l	UEPDD	NA	$4.65	NA	NA	$8.82	$12.94	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	$21.56	$18.94	NA	$18.14	$25.52	$26.94	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	$21.56	$8.42	NA	$8.06	$11.34	$12.76	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA	$3.84	NA	NA	$10.39	$16.06	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA	$3.84	NA	NA	$10.39	$16.06	NA	NA	NA
2-Wire ISDN Port(2) (3), per month	U1PMA	$16.42	$10.20	$13.47	$12.33	$23.33	$51.91	$24.50	$33.74	NA
NRC - 1st	U1PMA	$63.24	$155.34	$47.37	$90.48	$45.35	$63.59	$62.29	$65.79	NA
NRC - Add'l	U1PMA	$63.24	$106.00	$47.37	$84.53	$45.35	$63.59	$62.29	$65.79	NA
NRC - Disconnect Charge - 1st	U1PMA	$5.69	$93.37	NA	NA	$4.31	$7.04	NA	NA	NA
NRC - Disconnect Charge - Add'l	U1PMA	$5.69	$20.98	NA	NA	$4.31	$7.04	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$56.19	$21.56	$39.98	NA	$38.29	$53.87	$55.30	$67.52	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$56.19	$21.56	$39.98	NA	$38.29	$53.87	$55.30	$67.52	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$12.97	$3.84	NA	NA	$6.65	$11.34	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	$12.97	$3.84	NA	NA	$6.65	$11.34	NA	NA	NA
NRC - User Profile per B Channel **(4)**	U1UMA	NA	NA	NA	$5.61	NA	NA	NA	NA	NA
2-Wire ISDN Port(2) (3) including all available features, per month	U1PMA	NA	NA	NA	NA	NA	NA	NA	$38.68	$18.40
NRC - 1st	U1PMA	NA	NA	NA	NA	NA	NA	NA	$106.40	$30.23
NRC - Add'l	U1PMA	NA	NA	NA	NA	NA	NA	NA	$106.40	$29.49
NRC - Disconnect Charge - 1st	U1PMA	NA	NA	NA	NA	NA	NA	NA	NA	$4.10
NRC - Disconnect Charge - Add'l	U1PMA	NA	NA	NA	NA	NA	NA	NA	NA	$4.10
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	$67.52	$41.43

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	$67.52	$42.17
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	$9.80
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	$9.80
2-Wire ISDN Port(2) (3) including three available features, per month	U1PMA	NA	NA	NA	NA	NA	NA	NA	$36.01	NA
NRC - 1st	U1PMA	NA	NA	NA	NA	NA	NA	NA	$70.32	NA
NRC - Add'l	U1PMA	NA	NA	NA	NA	NA	NA	NA	$70.32	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	$67.52	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	$67.52	NA
4-Wire ISDN DS1 Port, per month	UEPEX	$186.02	$95.39	$163.16	NA	$194.72	$213.21	$179.75	$214.79	$308.00
NRC - 1st	UEPEX	$244.85	$417.51	$186.80	NA	$181.89	$244.12	$241.63	$278.37	$148.66
NRC - Add'l	UEPEX	$244.85	$203.18	$186.80	NA	$181.89	$244.12	$241.63	$278.37	$147.18
NRC - Disconnect Charge - 1st	UEPEX	$51.19	$149.75	NA	NA	$27.11	$53.32	NA	NA	$38.46
NRC - Disconnect Charge - Add'l	UEPEX	$51.19	$37.93	NA	NA	$27.11	$53.32	NA	NA	$36.98
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$54.75	$21.56	$37.88	NA	$33.18	$51.03	$53.89	$65.48	$40.69
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$54.75	$21.56	$37.88	NA	$33.18	$51.03	$53.89	$65.48	$42.17
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$11.53	$3.84	NA	NA	$7.73	$8.51	NA	NA	$9.07
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	$11.53	$3.84	NA	NA	$7.73	$8.51	NA	NA	$10.54
4-Wire ISDN DS1 Port including all available features, per month	UEPEX	NA	NA	NA	$275.48	NA	NA	NA	$251.00	NA
NRC - 1st	UEPEX	NA	NA	NA	$181.27	NA	NA	NA	$311.73	NA
NRC - Add'l	UEPEX	NA	NA	NA	$116.42	NA	NA	NA	$311.73	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	$65.48	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	$65.48	NA
2-Wire Analog Line Port (PBX), per month										
2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence	UEPRD	$2.07	$1.62	$1.85	$2.61	$2.20	$2.11	$2.18	$2.35	$4.63
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPC	$2.07	$1.62	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	$4.63
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPPO	$2.07	$1.62	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	$4.63
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPP1	$2.07	$1.62	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	$4.63
LONG DISTANCE TERMINAL PBX TRUNK-BUSINESS	UEPLD	$2.07	$1.62	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	$4.63
TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS	UEPT2	$2.07	$1.62	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	$4.63
TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS	UEPTO	$2.07	$1.62	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	$4.63
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT	UEPA2	$2.07	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT	UEPL2	NA	NA	NA	NA	$2.20	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS	UEPLD	$2.07	$1.62	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	$4.63
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT	UEPT2	NA	NA	NA	NA	NA	NA	NA	NA	$4.63
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT	UEPTO	NA	NA	NA	NA	NA	NA	NA	NA	$4.63
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEPXA	$2.07	$1.62	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	$4.63
2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEPXB	$2.07	$1.62	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	$4.63
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPXC	$2.07	$1.62	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	$4.63
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPXD	$2.07	$1.62	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	$4.63
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT	UEPXE	$2.07	$1.62	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	$4.63
2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD	UEPXF	NA	NA	NA	$2.61	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT	UEPXG	NA	NA	NA	$2.61	NA	NA	NA	NA	NA

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT	UEPXH	NA	NA	NA	$2.61	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD	UEPXJ	NA	NA	NA	$2.61	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT	UEPXK	NA	NA	NA	NA	$2.20	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXL	$2.07	$1.62	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	$4.63
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	UEPXM	$2.07	$1.62	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	$4.63
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINIATRATIVE CALLING PORTTENNESSEE CALLING PORT	UEPXN	NA	NA	NA	NA	NA	NA	NA	NA	$4.63
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DIACOUNT ROOM CALLING PORT	UEPXO	$2.07	$1.62	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	$4.63
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT	UEPXP	NA	NA	NA	NA	$2.20	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT	UEPXQ	NA	NA	NA	NA	NA	$2.11	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT	UEPXR	NA	NA	NA	NA	NA	$2.11	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT	UEPXS	$2.07	$1.62	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	$4.63
2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT	UEPXT	NA	NA	NA	NA	NA	NA	NA	$2.35	NA
2-WIRE VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT	UEPXU	NA	NA	NA	NA	NA	NA	NA	NA	$4.63
2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV CALLING PORT	UEPXV	NA	NA	NA	NA	NA	NA	NA	NA	$4.63
UNBUNDLED LOOP BILLING USOC (REQUIRES ONE PER PORT)	UEPLX									
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPCP									
NRC - 1st	UEPPC	$21.93	$62.56	$17.16	$36.47	$16.43	$22.98	$24.04	$24.36	$9.93
2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence	UEPRD	$21.93	$62.56	$17.16	$36.47	$16.43	$22.98	$21.60	$24.36	$9.93
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPC	$21.93	$62.56	$17.16	$36.47	$16.43	$22.98	$24.04	$24.36	$9.93
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPPO	$21.93	$62.56	$17.16	$36.47	$16.43	$22.98	$24.04	$24.36	$9.93
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPP1	$21.93	$62.56	$17.16	$36.47	$16.43	$22.98	$24.04	$24.36	$9.93
LONG DISTANCE TERMINAL PBX TRUNK-BUSINESS	UEPLD	$21.93	$62.56	$17.16	$36.47	$16.43	$22.98	$24.04	$24.36	$9.93
TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS	UEPT2	$21.93	$62.56	$17.16	$36.47	$16.43	$22.98	$24.04	$24.36	$9.93
TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS	UEPTO	$21.93	$62.56	$17.16	$36.47	$16.43	$22.98	$24.04	$24.36	$9.93
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT	UEPA2	$21.93	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT	UEPL2	NA	NA	NA	NA	$16.43	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS	UEPLD	$21.93	$62.56	$17.16	$36.47	$16.43	$22.98	$24.04	$24.36	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT	UEPT2	NA	NA	NA	NA	NA	NA	NA	NA	$9.93
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT	UEPTO	NA	NA	NA	NA	NA	NA	NA	NA	$9.93
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEPXA	$21.93	$62.56	$17.16	$36.47	$16.43	$22.98	$24.04	$24.36	$9.93
2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEPXB	$21.93	$62.56	$17.16	$36.47	$16.43	$22.98	$24.04	$24.36	$9.93
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPXC	$21.93	$62.56	$17.16	$36.47	$16.43	$22.98	$24.04	$24.36	$9.93

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPXD	$21.93	$62.56	$17.16	$36.47	$16.43	$22.98	$24.04	$24.36	$9.93
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT	UEPXE	$21.93	$62.56	$17.16	$36.47	$16.43	$22.98	$24.04	$24.36	$9.93
2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD	UEPXF	NA	NA	NA	$36.47	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT	UEPXG	NA	NA	NA	$36.47	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT	UEPXH	NA	NA	NA	$36.47	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD	UEPXJ	NA	NA	NA	$36.47	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT	UEPXK	NA	NA	NA	NA	$16.43	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXL	$21.93	$62.56	$17.16	$36.47	$16.43	$22.98	$24.04	$24.36	$9.93
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	UEPXM	$21.93	$62.56	$17.16	$36.47	$16.43	$22.98	$24.04	$24.36	$9.93
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINIATRATIVE CALLING PORTTENNESSEE CALLING PORT	UEPXN	NA	NA	NA	NA	NA	NA	NA	NA	$9.93
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DIACOUNT ROOM CALLING PORT	UEPXO	$21.93	$62.56	$17.16	$36.47	$16.43	$22.98	$24.04	$24.36	$9.93
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT	UEPXP	NA	NA	NA	NA	$16.43	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT	UEPXQ	NA	NA	NA	NA	NA	$22.98	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT	UEPXR	NA	NA	NA	NA	NA	$22.98	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT	UEPXS	$21.93	$62.56	$17.16	$36.47	$16.43	$22.98	$24.04	$24.36	$9.93
2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT	UEPXT	NA	NA	NA	NA	NA	NA	NA	$24.36	NA
2-WIRE VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT	UEPXU	NA	NA	NA	NA	NA	NA	NA	NA	$9.93
2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV CALLING PORT	UEPXV	NA	NA	NA	NA	NA	NA	NA	NA	$9.93
Subsequent Activity	USASC	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00
NRC - Add'l										
2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence	UEPRD	$21.93	$29.70	$17.16	$36.47	$16.43	$22.98	$21.60	$24.36	$9.19
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPC	$21.93	$29.70	$17.16	$36.47	$16.43	$22.98	$9.05	$24.36	$9.19
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPPO	$21.93	$29.70	$17.16	$36.47	$16.43	$22.98	$9.05	$24.36	$9.19
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPP1	$21.93	$29.70	$17.16	$36.47	$16.43	$22.98	$9.05	$24.36	$9.19
LONG DISTANCE TERMINAL PBX TRUNK-BUSINESS	UEPLD	$21.93	$29.70	$17.16	$36.47	$16.43	$22.98	$9.05	$24.36	$9.19
TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS	UEPT2	$21.93	$29.70	$17.16	$36.47	$16.43	$22.98	$9.05	$24.36	$9.19
TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS	UEPTO	$21.93	$29.70	$17.16	$36.47	$16.43	$22.98	$9.05	$24.36	$9.19
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT	UEPA2	$21.93	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT	UEPL2	NA	NA	NA	NA	$16.43	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS	UEPLD	$21.93	$29.70	$17.16	$36.47	$16.43	$22.98	$9.05	$24.36	$9.19
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT	UEPT2	NA	NA	NA	NA	NA	NA	NA	NA	$9.19

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT	UEPTO	NA	NA	NA	NA	NA	NA	NA	NA	$9.19
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEPXA	$21.93	$29.70	$17.16	$36.47	$16.43	$22.98	$9.05	$24.36	$9.19
2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEPXB	$21.93	$29.70	$17.16	$36.47	$16.43	$22.98	$9.05	$24.36	$9.19
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPXC	$21.93	$29.70	$17.16	$36.47	$16.43	$22.98	$9.05	$24.36	$9.19
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPXD	$21.93	$29.70	$17.16	$36.47	$16.43	$22.98	$9.05	$24.36	$9.19
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT	UEPXE	$21.93	$29.70	$17.16	$36.47	$16.43	$22.98	$9.05	$24.36	$9.19
2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD	UEPXF	NA	NA	NA	$36.47	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT	UEPXG	NA	NA	NA	$37.47	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT	UEPXH	NA	NA	NA	$38.47	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD	UEPXJ	NA	NA	NA	$39.47	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT	UEPXK	NA	NA	NA	NA	$16.43	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXL	$21.93	$29.70	$17.16	$36.47	$16.43	$22.98	$9.05	$24.36	$9.19
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	UEPXM	$21.93	$29.70	$17.16	$36.47	$16.43	$22.98	$9.05	$24.36	$9.19
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINIATRATIVE CALLING PORTTENNESSEE CALLING PORT	UEPXN	NA	NA	NA	NA	NA	NA	NA	NA	$9.19
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DIACOUNT ROOM CALLING PORT	UEPXO	$21.93	$29.70	$17.16	$36.47	$16.43	$22.98	$9.05	$24.36	$9.19
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT	UEPXP	NA	NA	NA	NA	$16.43	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT	UEPXQ	NA	NA	NA	NA	NA	$22.98	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT	UEPXR	NA	NA	NA	NA	NA	$22.98	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT	UEPXS	$21.93	$29.70	$17.16	$36.47	$16.43	$22.98	$9.05	$24.36	$9.19
2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT	UEPXT	NA	NA	NA	NA	NA	NA	NA	$24.36	NA
2-WIRE VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT	UEPXU	NA	NA	NA	NA	NA	NA	NA	NA	$9.19
2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV CALLING PORT	UEPXV	NA	NA	NA	NA	NA	NA	NA	NA	$9.19
NRC - Disconnect Charge - 1st										
2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence	UEPRD	$6.21	$26.37	NA	NA	$3.77	$6.56	NA	NA	$3.66
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPC	$6.21	$26.37	NA	NA	$3.77	$6.56	NA	NA	$3.66
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPPO	$6.21	$26.37	NA	NA	$3.77	$6.56	NA	NA	$3.66
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPP1	$6.21	$26.37	NA	NA	$3.77	$6.56	NA	NA	$3.66
LONG DISTANCE TERMINAL PBX TRUNK-BUSINESS	UEPLD	$6.21	$26.37	NA	NA	$3.77	$6.56	NA	NA	$3.66
TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS	UEPT2	$6.21	$26.37	NA	NA	$3.77	$6.56	NA	NA	$3.66
TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS	UEPTO	$6.21	$26.37	NA	NA	$3.77	$6.56	NA	NA	$3.66
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT	UEPA2	$6.21	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT	UEPL2	NA	NA	NA	NA	$3.77	NA	NA	NA	NA

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS	UEPLD	$6.21	$26.37	NA	NA	$3.77	$6.56	NA	NA	$3.66
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT	UEPT2	NA	NA	NA	NA	NA	NA	NA	NA	$3.66
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT	UEPTO	NA	NA	NA	NA	NA	NA	NA	NA	$3.66
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEPXA	$6.21	$26.37	NA	NA	$3.77	$6.56	NA	NA	$3.66
2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEPXB	$6.21	$26.37	NA	NA	$3.77	$6.56	NA	NA	$3.66
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPXC	$6.21	$26.37	NA	NA	$3.77	$6.56	NA	NA	$3.66
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPXD	$6.21	$26.37	NA	NA	$3.77	$6.56	NA	NA	$3.66
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT	UEPXE	$6.21	$26.37	NA	NA	$3.77	$6.56	NA	NA	$3.66
2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD	UEPXF	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT	UEPXG	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT	UEPXH	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD	UEPXJ	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT	UEPXK	NA	NA	NA	NA	$3.77	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXL	$6.21	$26.37	NA	NA	$3.77	$6.56	NA	NA	$3.66
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	UEPXM	$6.21	$26.37	NA	NA	$3.77	$6.56	NA	NA	$3.66
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINIATRATIVE CALLING PORTTENNESSEE CALLING PORT	UEPXN	NA	$26.37	NA	NA	NA	NA	NA	NA	$3.66
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DIACOUNT ROOM CALLING PORT	UEPXO	$6.21	$26.37	NA	NA	$3.77	$6.56	NA	NA	$3.66
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT	UEPXP	$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT	UEPXQ	NA	NA	NA	NA	NA	$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT	UEPXR	NA	NA	NA	NA	NA	$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT	UEPXS	$6.21	$26.37	NA	NA	$3.77	$6.56	NA	NA	$3.66
2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT	UEPXT	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT	UEPXU	NA	NA	NA	NA	NA	NA	NA	NA	$3.66
2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV CALLING PORT	UEPXV	NA	NA	NA	NA	NA	NA	NA	NA	$3.66
NRC - Disconnect Charge - Add'l										
2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence	UEPRD	$6.21	$1.69	NA	NA	$3.77	$6.56	NA	NA	$2.92
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPC	$6.21	$1.69	NA	NA	$3.77	$6.56	NA	NA	$2.92
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPPO	$6.21	$1.69	NA	NA	$3.77	$6.56	NA	NA	$2.92
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPP1	$6.21	$1.69	NA	NA	$3.77	$6.56	NA	NA	$2.92
LONG DISTANCE TERMINAL PBX TRUNK-BUSINESS	UEPLD	$6.21	$1.69	NA	NA	$3.77	$6.56	NA	NA	$2.92
TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS	UEPT2	$6.21	$1.69	NA	NA	$3.77	$6.56	NA	NA	$2.92
TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS	UEPTO	$6.21	$1.69	NA	NA	$3.77	$6.56	NA	NA	$2.92

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT	UEPA2	$6.21	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT	UEPL2	NA	NA	NA	NA	$3.77	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS	UEPLD	$6.21	$1.69	NA	NA	$3.77	$6.56	NA	NA	$2.92
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT	UEPT2	NA	NA	NA	NA	NA	NA	NA	NA	$2.92
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT	UEPTO	NA	NA	NA	NA	NA	NA	NA	NA	$2.92
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEPXA	$6.21	$1.69	NA	NA	$3.77	$6.56	NA	NA	$2.92
2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEPXB	$6.21	$1.69	NA	NA	$3.77	$6.56	NA	NA	$2.92
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPXC	$6.21	$1.69	NA	NA	$3.77	$6.56	NA	NA	$2.92
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPXD	$6.21	$1.69	NA	NA	$3.77	$6.56	NA	NA	$2.92
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT	UEPXE	$6.21	$1.69	NA	NA	$3.77	$6.56	NA	NA	$2.92
2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD	UEPXF	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT	UEPXG	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT	UEPXH	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD	UEPXJ	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT	UEPXK	NA	NA	NA	NA	$3.77	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXL	$6.21	$1.69	NA	NA	$3.77	$6.56	NA	NA	$2.92
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	UEPXM	$6.21	$1.69	NA	NA	$3.77	$6.56	NA	NA	$2.92
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINIATRATIVE CALLING PORTTENNESSEE CALLING PORT	UEPXN	NA	NA	NA	NA	NA	NA	NA	NA	$2.92
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DIACOUNT ROOM CALLING PORT	UEPXO	$6.21	$1.69	NA	NA	$3.77	$6.56	NA	NA	$2.92
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT	UEPXP	$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT	UEPXQ	NA	NA	NA	NA	NA	$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT	UEPXR	NA	NA	NA	NA	NA	$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT	UEPXS	$6.21	$1.69	NA	NA	$3.77	$6.56	NA	NA	$2.92
2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT	UEPXT	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT	UEPXU	NA	NA	NA	NA	NA	NA	NA	NA	$2.92
2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV CALLING PORT	UEPXV	NA	NA	NA	NA	NA	NA	NA	NA	$2.92
NRC - OSS										
NRC - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	$21.56	$18.94	NA	$18.14	$25.52	$26.94	$41.86	$20.35
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	$21.56	$8.42	NA	$8.06	$11.34	$12.76	$14.46	$10.54

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$17.77	$3.84	NA	NA	$8.94	$16.06	NA	NA	$13.32
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	$0.48	$3.84	NA	NA	NA	NA	NA	NA	$1.40
2-Wire Analog Hunting, per line per month	HTGUX	See features	NA	NA	$0.29	NA	See features	NA	See features	NA
NRC - 1st	HTGUX	See features	NA	NA	$2.14	NA	See features	NA	See features	NA
NRC - Add'l	HTGUX	See features	NA	NA	$2.14	NA	See features	NA	See features	NA
Coin Port, per month		$2.34	$1.62	$2.05	$3.04	$2.50	$2.32	NA	$2.77	$2.16
NRC - 1st		$21.93	$4.76	$17.16	$40.71	$16.43	$22.98	NA	$24.75	$9.93
NRC - Add'l		$21.93	$4.54	$17.16	$40.71	$16.43	$22.98	NA	$24.75	$9.19
NRC - Disconnect Charge - 1st		$5.21	$2.76	NA	NA	$4.15	$6.56	NA	NA	$3.66
NRC - Disconnect Charge - Add'l		$5.21	$2.59	NA	NA	$4.15	$6.56	NA	NA	$2.92
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$25.93	$21.56	$18.94	NA	$18.14	$25.52	NA	$43.48	$20.35
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	$21.56	$8.42	NA	$8.06	$11.34	NA	$14.57	$10.54
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$16.33	$3.84	NA	NA	$9.86	$16.06	NA	NA	$13.32
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	$0.48	$3.84	NA	NA	NA	NA	NA	NA	$1.40
VERTICAL FEATURES										
Local Switching Features offered with Port, Per month	N/A	NA	No add'l charge	NA	No add'l charge	$8.28	NA	NA	See above	NA
Three-Way Calling, per month		$1.12	NA	NA	NA	NA	$1.32	$0.89	$1.10	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.51	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Customer Changeable Speed Calling, per month		$0.08	NA	NA	NA	NA	$0.0755	$0.17	$0.1247	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.51	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Call Waiting		$0.03	NA	NA	NA	NA	$0.033	$0.09	$0.0665	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.51	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Remote Activation of Call Fordwarding, per month		$0.18	NA	NA	NA	NA	$0.4859	$0.85	$0.3743	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.51	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Cancel Call Waiting, per month		$0.01	NA	NA	NA	NA	$0.0082	$0.01	$0.0099	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.51	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Automatic Callback, per month		$0.29	NA	NA	NA	NA	$0.9977	$0.66	$0.8015	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.51	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Automatic Recall, per month		$0.28	NA	NA	NA	NA	$0.3164	$0.29	$0.3102	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.51	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Calling Number Delivery, per month		$0.22	NA	NA	NA	NA	$0.1817	$0.33	$0.3272	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.51	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Calling Number Delivery Blocking, per month		$1.17	NA	NA	NA	NA	$0.9913	$0.02	$0.3684	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.51	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Customer Originated Trace, per month		$0.14	NA	NA	NA	NA	$0.1918	$0.14	$0.1402	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.51	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Selective Call Rejection, per month		$0.13	NA	NA	NA	NA	$0.1721	$0.13	$0.1528	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.51	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Selective Call Forwarding, per month		$0.05	NA	NA	NA	NA	$0.1050	$0.28	$0.1287	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.51	$1.51	NA

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Selective Call Acceptance, per month		$0.29	NA	NA	NA	NA	$0.4010	$0.33	$0.3283	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.51	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Multiline Hunt Service (Rotary)										
Service per line, (in addition to port) , per month		$0.11	NA	NA	NA	NA	$0.1271	$0.14	$0.1301	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.51	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Call Forwarding Variable, per month		$0.05	NA	NA	NA	NA	$0.0474	$0.10	$0.0768	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.51	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Call Forwarding Busy Line, per month		$0.03	NA	NA	NA	NA	$0.0279	$0.08	$0.0603	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.51	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Call Forwarding Don't Answer All Calls, per month		$0.03	NA	NA	NA	NA	$0.0308	$0.09	$0.0655	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.51	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Remote Call Forwarding, per month		$1.36	NA	NA	NA	NA	$1.47	$0.95	$1.41	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.51	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Call Transfer, per month		$0.12	NA	NA	NA	NA	$0.1404	$0.14	$0.1392	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.51	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Call Hold, per month		$0.03	NA	NA	NA	NA	$0.0190	$0.15	$0.0677	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.51	$1.51	NA
NRC – Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Toll Restricted Service, per month		$0.04	NA	NA	NA	NA	$0.0387	$0.10	$0.0743	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.51	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Message Waiting Indicator – Stutter Dial Tone, per month		$0.03	NA	NA	NA	NA	$0.0356	$0.03	$0.0318	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.51	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Anonymous Call Rejection, per month		$0.93	NA	NA	NA	NA	$0.9519	$1.29	$1.13	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.51	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Shared Call Appearances of a DN, per month		$0.41	NA	NA	NA	NA	$0.5015	$0.29	$0.3513	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.47	$1.47	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Multiple Call Appearances, per month		$0.09	NA	NA	NA	NA	$0.0932	$0.07	$0.0891	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.47	$1.47	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
ISDN Bridged Call Exclusion, per month		$0.00	NA	NA	NA	NA	$0.0013	$0.0011	$0.0013	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.47	$1.47	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Call by Call Access, per month		$28.29	NA	NA	NA	NA	$50.89	$19.83	$0.3621	NA
NRC		$28.94	NA	NA	NA	NA	$28.61	$33.33	$33.36	NA
NRC - Disconnect		$5.22	NA	NA	NA	NA	$5.16	NA	NA	NA
Privacy Release, per month		$0.01	NA	NA	NA	NA	$0.0030	$0.0041	$0.0116	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.51	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Multi Appearance Directory Number Calls, per month		$0.10	NA	NA	NA	NA	$0.1115	$0.13	$0.1048	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.51	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Make Set Busy, per month		$0.01	NA	NA	NA	NA	$0.0013	$0.0020	$0.0101	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.51	$1.51	NA

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Teen Service (Res. Dist. Alerting Service), per month		$0.15	NA	NA	NA	NA	$0.1071	$0.26	$0.2149	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.51	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Code Restriction and Diversion, per month		$0.04	NA	NA	NA	NA	$0.0464	$0.09	$0.0708	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.51	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Call Park, per month		$0.04	NA	NA	NA	NA	$0.0443	$0.09	$0.0694	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.51	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Automatic Line, per month		$0.09	NA	NA	NA	NA	$0.1111	$0.14	$0.1179	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.51	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
2-WIRE ISDN BRI FEATURES										
Shared Primary Number-First Appr On Each Add'l Terminal	DS1FJ	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Secondary Only Dn (Shared/Non-Shared) First Appearance	LLDSF	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Shared Secondary Only Dn-First Appr On Each Add'l Term	DS1F1	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Shared Non-ISDN DN	DOE	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Privacy Release	DS1FU	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Manual Exclusion	DS1FM	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Variable-Voice Or Voice/Data	LLNCV	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Variable – Data	LLOCD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Variable – Feature Button – Voice	GJXCF	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Variable – Feature Button – Data	LLPCD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Busy Line – Voice Or Voice/Data	LLQCV	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Busy Line – Data	LLRCD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Frwdng Busy Line–Prgrmmbl–Voice Or Voice/Data	M6AVA	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Busy Line – Programmable - Data	M6ADF	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Don't Answer – Voice Or Voice/Data	LLSCV	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Don't Answer – Data	LLUCD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwdng Don't Answer–Prgrmmble Voice Or Voice/Data	M6BVA	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Don't Answer – Programmable - Data	M6BDF	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Frwdng Multiple Simultaneous – Voice Or Voice/Data	M6CV5	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Multiple Simultaneous – Data	M6CD5	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Conference, Drop, Hold And Transfer	DS1FN	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Six-Way Conference, Drop, Hold And Transfer	LLY6P	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Multi-Line Hunt Group – Voice Or Voice/Data	HTG	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Multi-Line Hunt Group – Data	HTGSD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Speed Calling	LLZSU	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Visual Message Waiting Indicator	LLAVP	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Audible Message Waiting Indicator	MWW	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Additional Call Appearance, PDN Or DN	DS1FG	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Tracing	NST	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Return	NSS	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Preferred Call Forwarding	NCE	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Block	NSY	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Repeat Dialing	NSQ	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Per Line Blocking For Agencies/Law Enforcement	NOB	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Per Line Blocking For Non-Pub Customers	NOBNN	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Per Line Blocking For General Public	NOBPC	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Per Line Blocking For Non-Pub, And Non-Listed Customer	NOBPP	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Per Line Blocking For Non-Pub Customers	NOBNP	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Per Line Blocking For Non-Pub Customers	NOBNR	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Return Denial Of, Per Activation	BCR	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Repeat Dialing, Denial Of, Per Activation	BRD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Automatic Line/Direct Connect	M6GN9	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Make Set Busy	M6MPD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Selective Call Acceptance	M6K16	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Park/Call Retrieve	M6HP6	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Transfer System Exception	M6QTD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Make Set Busy – Intragroup	M6MGD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
All Customized Code Restrictions	CREX+	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Additional Listings	CLT	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Additional Listing No Rate	FLT	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Cross Reference Listing	LLT	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Non-Pub Listing No Rate	NP3	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Non-List Listing	NLT	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Non-List Listing No Rate	NLE	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Alternate Call Listing	FNA	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Manual Service Order Charge	SOMAN	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
All Selective Class Of Call Screening	SRG++	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
ISDN Message Waiting Indication-Lamp, per month		$0.01	NA	NA	NA	NA	$0.0105	$0.0107	$0.0138	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.47	$1.47	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
ISDN Feature Function Buttons		NA	NA	NA	NA	NA	NA	NA		
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.51	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Subsequent Ordering Charge – (per order, per line)		NA	NA	NA	NA	NA	NA	NA		
NRC - Electronic - 1st		$2.88	NA	NA	NA	NA	$2.84	$5.42	$1.36	NA
NRC - Electronic - Add'l		$0.96	NA	NA	NA	NA	$0.95	$0.95	$0.71	NA
NRC - Manual - 1st		$4.80	NA	NA	NA	NA	$4.73	$1.89	$7.35	NA
NRC - Manual - Add'l		$0.96	NA	NA	NA	NA	$0.95	NA	$0.95	NA
NRC - Disconnect		$2.88	NA	NA	NA	NA	$2.84	NA	NA	NA
Unbundled Port Usage Charges										
End Office Switching (Port Usage)										
End Office Switching Function, per mou	N/A	$0.0018	$0.0008846	$0.0016333	$0.002562	$0.0021	$0.0023771	$0.0017000	$0.0019295	$0.0008
End Office Interoffice Trunk Port—Shared, per mou	N/A	$0.0002	$0.0001893	$0.0001564	NA	$0.0002	$0.0001927	NA	$0.0002581	NA
Tandem Switching (Port Usage) (Local or Access Tandem)										
Tandem Switching Function per mou	N/A	$0.00063	$0.0001522	$0.0006757	$0.001096	$0.0008	$0.0007834	$0.0009	$0.0006843	$0.000978
Tandem Interoffice Trunk Port - Shared per mou			$0.0002713	$0.0002126	NA	$0.0003	$0.0002834	NA	$0.0004034	NA
Common (Shared) Transport										
Common (Shared) Transport per mile per mou	N/A	$0.00001	$0.0000039	$0.000008	$0.0000049	$0.0000083	$0.0000091	$0.00001	$0.0000121	$0.0000064
Common (Shared) Transport Facilities Termination per mou	N/A	$0.00045	$0.0004579	$0.0004152	$0.000426	$0.00047	$0.0004281	$0.00034	$0.0004672	$0.0003871
NOTES:										
Interim rates subject to true-up.										
1 Port rate includes all available features.										
2 Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.										
3 Access to B Channel or D Channel Packet capabilities will be avail- able only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.										
4 This rate element is for those states which have a specific rate for User Profile per B Channel.										

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
5 This rate element is for use in those states with a different rate for additional minutes of use.										
6 Rates in TN and FL are interim and shall be trued-up when final rates are ordered.										

UNBUNDLED DEDICATED TRANSPORT - Local Channel	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Local Channel - Dedicated - 2-Wire VG										
2-wire VG per mile	1L5NC	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2-wire VG Monthly Recurring per month	ULDV2	$14.61	$29.33	$13.91	$22.26	$14.94	$17.83	$14.83	$16.83	$19.02
NRC - 2-wire VG - 1st	ULDV2	$494.65	$386.34	$382.95	$585.15	$347.49	$487.62	$553.80	$554.00	$199.33
NRC - 2-wire VG -Add'l	ULDV2	$84.44	$66.36	$62.40	$98.53	$59.75	$84.35	$89.69	$88.58	$24.16
NRC - 2-Wire VG - Disconnect Chg - 1st	ULDV2	$77.81	$67.91	NA	NA	$53.68	$77.69	NA	NA	$54.81
NRC - 2-Wire VG - Disconnect Chg - Add'l	ULDV2	$7.63	$5.92	NA	NA	$6.60	$8.95	NA	NA	$4.80
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.56	NA	$19.99	NA	NA	NA	NA	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.84	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	NA
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	$27.37	NA	$18.94	$41.46	$18.14	$25.50	$42.17	$43.75	NA
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$18.37	NA	$8.42	$11.99	$8.06	$11.34	$12.76	$13.55	NA
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order-Disconnect	SOMAN	$17.75	NA	NA	NA	$11.40	$16.05	NA	NA	NA
Local Channel - Dedicated - 2-Wire VG Rev. Bat.										
2-wire VG per mile	1L5NC	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2-wrire VG Monthly Recurring per month	ULDR2	$14.61	$29.33	$13.91	$22.26	$14.94	$17.83	$14.83	$16.83	$19.02
NRC - 2-wire VG - 1st	ULDR2	$494.65	$3,865.34	$382.95	$585.15	$347.49	$487.62	$553.80	$554.00	$199.33
NRC - 2-wire VG -Add'l	ULDR2	$84.44	$66.36	$62.40	$98.53	$59.75	$84.35	$89.69	$88.58	$24.16
NRC - 2-Wire VG - Disconnect Chg - 1st	ULDR2	$77.81	$67.91	NA	NA	$53.68	$77.69	NA	NA	$54.81
NRC - 2-Wire VG - Disconnect Chg - Add'l	ULDR2	$7.63	$5.92	NA	NA	$6.60	$8.95	NA	NA	$4.80
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.56	NA	$19.99	NA	NA	NA	NA	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.84	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	NA
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	$27.37	NA	$18.94	$41.46	$18.14	$25.50	$42.17	$43.75	NA
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$18.37	NA	$8.42	$11.99	$8.06	$11.34	$12.76	$13.55	NA
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order-Disconnect	SOMAN	$17.75	NA	NA	NA	$11.40	$16.05	NA	NA	NA
Local Channel - Dedicated - 4-Wire VG										
4-wire VG per mile	1L5NC	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4-wire VG Monthly Recurring per month	ULDV4	$15.77	$30.50	$14.99	$23.38	$16.21	$19.03	$15.87	$18.05	$20.14
NRC - 4-Wire VG - 1st	ULDV4	$502.43	$387.21	$368.44	$585.15	$352.75	$495.25	$562.23	$562.46	$201.53
NRC - 4-Wire VG - Add'l	ULDV4	$86.68	$67.22	NA	$98.53	$61.33	$86.56	$92.67	$91.57	$24.83
NRC - 4-Wire VG - Disconnect Chg - 1st	ULDV4	$78.71	$68.78	NA	NA	$54.36	$78.58	NA	NA	$55.52
NRC - 4-Wire VG - Disconnect Chg - Add'l	ULDV4	$8.53	$6.79	NA	NA	$7.28	$9.84	NA	NA	$5.51
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.56	NA	$19.99	NA	NA	NA	NA	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.84	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	$3.50	$0.42	NA	NA	NA	NA	NA	NA	NA
NRC - 4-Wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	$27.37	NA	$18.94	$41.46	$18.14	$25.52	$42.17	$43.64	NA
NRC - 4-Wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$18.73	NA	$8.42	$11.99	$8.06	$11.34	$12.76	$13.55	NA
NRC - 4-Wire VG - Incremental Charge--Manual Svc Order-Disconnect	SOMAN	$17.75	NA	NA	NA	$11.40	$17.25	NA	NA	NA
Local Channel - Dedicated - DS1										
DS1 per mile	1L5NC	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
DS1 per month	ULDF1	$35.52	$43.53	$38.36	$43.80	$43.80	$38.91	$35.68	$37.20	$40.27
NRC - DS1 - 1st	ULDF1	$503.57	$242.45	$356.15	$538.95	$348.56	$494.83	$534.48	$534.81	$277.35
NRC - DS1 - Add'l	ULDF1	$442.84	$226.44	$312.89	$464.94	$300.30	$435.28	$462.69	$462.81	$233.26
NRC - DS1 - Disconnect Chg - 1st	ULDF1	$46.28	$41.13	$122.31	NA	$24.15	$46.85	NA	NA	$33.18
NRC - DS1 - Disconnect Chg - Add'l	ULDF1	$32.18	$28.28	$119.14	NA	$21.31	$33.02	NA	NA	$22.30
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.56	NA	$19.99	NA	NA	NA	NA	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.84	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50

NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	NA
NRC - DS1 - Incremental Charge--Manual Svc Order - 1st	SOMAN	$61.95	NA	$44.22	$87.71	$42.34	$59.58	$86.15	$87.99	NA
NRC - DS1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$0.00	NA	NA	NA	NA	NA	$1.77	$3.11	NA
NRC - DS1 - Incremental Charge--Manual Svc Order-Disconnect	SOMAN	$29.27	NA	$18.03	NA	$19.48	$27.40	NA	NA	NA
Local Channel - Dedicated - DS3										
DS3 - per mile per month	1L5NC	$8.44	$9.16	$6.92	$34.00	$30.34	NA	NA	$12.08	$23.76
DS3 - Facility Termination per month	ULDF3	$535.92	$556.27	$515.91	$635.09	$669.01	$533.33	$498.87	$493.31	$607.28
NRC - DS3 - Facility Termination - 1st	ULDF3	$640.54	$903.37	$639.50	$1,091	$709.14	$526.67	$562.25	$735.42	$726.16
NRC - DS3 - Facility Termination - Add'l	ULDF3	$426.28	$528.05	$426.31	$661.23	$402.63	$493.71	$527.88	$519.31	$411.64
NRC - DS3 - Facility Termination - Disconnect - 1st	ULDF3	$121.72	$221.46	$122.31	NA	$102.16	$42.41	NA	NA	$103.36
NRC - DS3 - Facility Termination - Disconnect - Add'l	ULDF3	$118.54	$154.90	$119.14	NA	$99.46	$40.87	NA	NA	$100.59
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.56	NA	$19.99	NA	NA	NA	NA	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.84	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	NA
NRC - DS3 -Incremental Charge--Manual Svc Order - 1st	SOMAN	$38.48	NA	$37.55	$93.12	$50.25	$31.49	$56.25	$54.26	NA
NRC - DS3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$38.48	NA	$37.55	$93.12	$50.25	$31.49	$56.25	$54.26	NA
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect -1st	SOMAN	$19.03	NA	$18.03	NA	$20.94	$25.35	NA	NA	NA
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect-Add'l	SOMAN	$19.03	NA	$18.03	NA	$20.94	$25.35	NA	NA	NA
Local Channel - Dedicated - STS-1										
STS-1 - per mile per month	1L5NC	$8.44	$9.16	$6.92	$34.00	$8.77	$38.98	NA	$12.08	$25.11
STS-1 - Facility Termination per month	ULDFS	$525.40	$565.48	$517.56	$635.09	$558.00	$531.39	$498.87	$481.14	$615.65
NRC - STS-1 - Facility Termination - 1st	ULDFS	$640.54	$903.37	$639.50	$1,091	$594.71	$1,084.33	$562.25	$735.42	$1,085.73
NRC - STS-1 - Facility Termination - Add'l	ULDFS	$426.82	$528.05	$426.40	$661.23	$396.54	$682.13	$527.88	$519.31	$683.01
NRC - STS-1 - Facility Termination - Disconnect - 1st	ULDFS	$121.72	$221.46	$122.31	NA	$113.75	$42.41	NA	NA	$103.36
NRC - STS-1 - Facility Termination - Disconnect - Add'l	ULDFS	$118.54	$154.90	$119.14	NA	$110.80	$40.87	NA	NA	$100.59
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.56	NA	$19.99	NA	NA	NA	NA	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.84	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	NA
NRC - STS-1 -Incremental Charge--Manual Svc Order - 1st	SOMAN	$38.48	NA	$37.55	$93.12	$34.92	$96.10	$56.25	$54.26	NA
NRC - STS-1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$38.48	NA	$37.55	$93.12	$34.92	$96.10	$56.25	$54.26	NA
NRC - STS-1 - Incremental Charge--Manual Svc Order-Disconnect -1st	SOMAN	$19.03	NA	$18.03	NA	$16.77	$25.35	NA	NA	NA
NRC - STS-1 - Incremental Charge--Manual Svc Order-Disconnect-Add'l	SOMAN	$19.03	NA	$18.03	NA	$16.77	$25.35	NA	NA	NA
Local Channel - Dedicated - OC3										
OC3 per mile per month	1L5NC	$7.09	$8.93	$5.82	$28.56	$25.48	$35.55	$21.27	$10.15	$19.95
OC3 Facility Termination per month		$1,123	$648.60	$914.22	$1,493	$1,179	$873.23	$914.18	$493.31	$1,263
NRC - OC3 - Facility Termination - 1st		$949.63	$966.45	$947.69	$1,543	$1,025	$1,427.00	$1,543	$735.42	$1,050
NRC - OC3 - Facility Termination - Add'l		$413.38	$408.85	$413.00	$661.23	$402.63	$549.17	$670.92	$519.31	$411.64
NRC - OC3 - Facility Termination - Disconnect Chg - 1st		$121.72	$11.56	$122.31	NA	$102.16	$134.07	NA	NA	$103.36
NRC - OC3 - Facility Termination - Disconnect Chg - Add'l		$118.54	$108.34	$119.14	NA	$99.46	$130.59	NA	NA	$100.59
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.56	NA	$19.99	NA	NA	NA	NA	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.84	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	NA
NRC - OC3 - Incremental Charge--Manual Svc Order - 1st	SOMAN	$38.48	NA	$37.55	$93.12	$50.25	$68.62	$99.10	$54.26	NA
NRC - OC3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$38.48	NA	$37.55	$93.12	$50.25	$68.62	$99.10	$54.26	NA
NRC - OC3 - Incremental Charge--Manual Svc Order-Disconnect-1st	SOMAN	$19.03	NA	$18.03	NA	$20.94	$28.59	NA	NA	NA
NRC - OC3 - Incremental Charge--Manual Svc Order-Disconnect-Add'l	SOMAN	$19.03	NA	$18.03	NA	$20.94	$28.59	NA	NA	NA
Local Channel - Dedicated - OC12										
OC12 per mile per month	1L5NC	$10.13	$2,053.06	$8.31	$40.80	$36.40	$50.79	$30.38	$14.50	$28.51
OC12 Facility Termination per month		$5,630	$1,183.46	$3,185.00	$4,492	$3,895	$3,414.00	$3,316	$4,414	$7,158

NRC - OC12 - Facility Termination - 1st		$1,165	$408.85	$1,162.00	$1,858	$1,245	$1,742.00	$1,853	$1,259	$1,276
NRC - OC12 - Facility Termination - Add'l		$413.38	$111.56	$413.00	$661.23	$402.63	$549.17	$670.92	$505.88	$411.64
NRC - OC12 - Facility Termination -Disconnect Chg - 1st		$121.72	$108.34	$122.31	NA	$102.16	$134.07	NA	NA	$103.36
NRC - OC12 - Facility Termination - Disconnect Chg - Add'l		$118.54	$21.56	$119.14	NA	$99.46	$130.59	NA	NA	$100.59
NRC - Manual Svc Order, per LSR	SOMAN	NA	$3.84	NA	$19.99	NA	NA	NA	NA	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$2.75	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$0.42	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - OC12 - Incremental Charge--Manual Svc Order - 1st	SOMAN	$38.48	NA	$37.55	$93.12	$50.25	$68.62	$99.10	$54.26	NA
NRC - OC12 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$38.48	NA	$37.55	$93.12	$50.25	$68.62	$99.10	$54.26	NA
NRC - OC12 - Incremental Charge--Manual Svc Order-Disconnect-1st	SOMAN	$19.03	NA	$18.03	NA	$20.94	$28.59	NA	NA	NA
NRC - OC12 - Incremental Charge--Manual Svc Order-Disconnect-Add'l	SOMAN	$19.03	NA	$18.03	NA	$20.94	$28.59	NA	NA	NA
Local Channel - Dedicated - OC48										
OC48 per mile per month	1L5NC	$33.22	$36.04	$27.25	$133.84	$119.40	$166.59	$99.66	$47.57	$93.50
OC48 Facility Termination per month		$1,947	$1,685.97	$1,671	$2,156	$2,311	$1,768.00	$1,837	$1,842	$1,853
OC48 - Interface OC12 on OC48 per month		$699.62	$587.71	$558.07	$728.81	$706.85	$668.36	$584.78	$773.40	$572.61
NRC - OC48 - Facility Termination - 1st		$1,165	$1,183.46	$1,162.00	$1,858	$1,245	$1,742.00	$1,853	$1,259	$1,276
NRC - OC48 - Facility Termination -Add'l		$413.38	$408.85	$413.00	$661.23	$402.63	$549.17	$670.92	$505.88	$411.64
NRC - OC48 - Interface OC12 on OC48 - 1st		$540.10	$543.72	$539.36	$844.21	$532.13	$729.04	$852.47	$635.04	$544.55
NRC -OC48 - Interface OC12 on OC48 -Add'l		$317.48	$312.05	$317.38	$516.89	$304.90	$404.94	$528.57	$410.02	$311.39
NRC - OC48 - Facility Termination - Disconnect Chg - 1st		$121.72	$111.56	$122.31	NA	$102.16	$134.07	NA	NA	$103.36
NRC - OC48 - Facility Termination - Disconnect Chg - Add'l		$118.54	$108.34	$119.14	NA	$99.46	$130.59	NA	NA	$100.59
NRC - OC48 - Interface OC12 on OC48 - Disconnect Chg - 1st		$121.72	$111.56	$122.31	NA	$102.16	$134.07	NA	NA	$103.36
NRC - OC48 - Interface OC12 on OC48 - Disconnect Chg - Add'l		$118.54	$108.34	$119.14	NA	$99.46	$130.59	NA	NA	$100.59
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.56	NA	$19.99	NA	NA	NA	NA	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.84	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	NA
NRC - OC48 - Incremental Charge--Manual Svc Order - 1st	SOMAN	$38.48	NA	$37.55	$93.12	$50.25	$68.62	$99.10	$54.26	NA
NRC - OC48 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$38.48	NA	$37.55	$93.12	$50.25	$68.62	$99.10	$54.26	NA
NRC - OC48 -Interface-Incremental Cost-Manual Svc. Order vs. Electronic-	SOMAN	$38.48	NA	$37.55	$93.12	$50.25	$68.62	$99.10	$54.26	NA
NRC - OC48 -Interface-Incremental Cost-Manual Svc. Order vs. Electronic-	SOMAN	$38.48	NA	$37.55	$93.12	$50.25	$68.62	$99.10	$54.26	NA
NRC - OC48 - Incremental Charge--Manual Svc Order-Disconnect-1st	SOMAN	$19.03	NA	$18.03	NA	$20.94	$28.59	NA	NA	NA
NRC - OC48 - Incremental Charge--Manual Svc Order-Disconnect-Add'l	SOMAN	$19.03	NA	$18.03	NA	$20.94	$28.59	NA	NA	NA
NRC - OC48 -Interface-Incremental Cost-Manual Svc. Order vs. Electronic-	SOMAN	$19.03	NA	$18.03	NA	$20.94	$28.59	NA	NA	NA
NRC - OC48 -Interface-Incremental Cost-Manual Svc. Order vs. Electronic-	SOMAN	$19.03	NA	$18.03	NA	$20.94	$28.59	NA	NA	NA
UNBUNDLED DEDICATED TRANSPORT - Interoffice Channel										
Interoffice Transport - Dedicated - 2-wire VG										
2-Wire VG - per mile per month	1L5XX	$0.0339	$0.0098	$0.0222	$0.0301	$0.0384	$0.0323	$0.0282	$0.0373	$0.0173
2-Wire VG - Facility Termination per month	U1TV2	$18.49	$26.52	$17.07	$27.66	$19.10	$21.33	$18.01	$21.42	$18.33
NRC - 2-wire VG - Facility Termination -1st	U1TV2	$107.11	$81.09	$79.61	$142.31	$76.20	$106.72	$137.48	$136.44	$55.39
NRC - 2-wire VG - Facility Termination - Add'l	U1TV2	$48.27	$54.83	$36.08	$56.21	$34.54	$48.83	$52.58	$51.37	$17.37
NRC - 2-wire VG -Facility Termination - Disconnect Charge -1st	U1TV2	$37.16	$31.01	NA	NA	$28.03	$38.05	NA	NA	$27.96
NRC - 2-wire VG - Facility Termination - Disconnect Charge -Add'l	U1TV2	$5.88	$12.78	NA	NA	$5.37	$7.23	NA	NA	$3.51
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.56	NA	$19.99	NA	NA	NA	NA	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.84	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	NA
NRC - 2-wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	$27.37	NA	$18.94	$37.21	$18.14	$25.52	$38.07	$39.63	NA
NRC - 2-wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$27.57	NA	$18.94	$37.21	$18.14	$25.52	$38.07	$39.63	NA
NRC - 2-wire VG - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	$12.97	NA	NA	NA	$8.06	$11.34	NA	NA	NA
NRC - 2-wire VG - Incremental Charge--Manual Svc Order-Disconnect--Add'l	SOMAN	$12.97	NA	NA	NA	$8.06	$11.34	NA	NA	NA
Interoffice Transport - Dedicated - 2-wire VG - Rev Bat.										

2-Wire VG - per mile per month	1L5XX	$0.0339	$0.0098	$0.0222	$0.0301	$0.0384	$0.0323	$0.0282	$0.0373	$0.0173
2-Wire VG - Facility Termination per month	U1TR2	$18.49	$26.52	$17.07	$27.66	$19.10	$21.33	$18.00	$21.42	$18.33
NRC - 2-wire VG - Facility Termination -1st	U1TR2	$107.11	$81.09	$79.61	$142.31	$76.20	$106.72	$137.48	$136.44	$55.39
NRC - 2-wire VG - Facility Termination - Add'l	U1TR2	$48.27	$54.83	$36.08	$56.21	$34.54	$48.83	$52.58	$51.37	$17.37
NRC - 2-wire VG -Facility Termination - Disconnect Charge -1st	U1TR2	$37.16	$31.01	NA	NA	$28.03	$38.05	NA	NA	$27.96
NRC - 2-wire VG - Facility Termination - Disconnect Charge -Add'l	U1TR2	$5.88	$12.78	NA	NA	$5.37	$7.23	NA	NA	$3.51
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.56	NA	$19.99	NA	NA	NA	NA	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.84	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	NA
NRC - 2-wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	$27.37	NA	$18.94	$37.21	$18.14	$25.52	$38.07	$39.63	NA
NRC - 2-wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$27.57	NA	$18.94	$37.21	$18.14	$25.52	$38.07	$39.63	NA
NRC - 2-wire VG - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	$12.97	NA	NA	NA	$8.06	$11.34	NA	NA	NA
NRC - 2-wire VG - Incremental Charge--Manual Svc Order-Disconnect--Add'l	SOMAN	$12.97	NA	NA	NA	$8.06	$11.34	NA	NA	NA
Common (Shared) Transport										
Common (Shared) Transport per mile per mou	NA	$0.00001	$0.000012	$0.000008	$0.0000049	$0.0000083	$0.0000091	$0.00001	$0.0000121	$0.00004
Common (Shared) Transport Facilities Termination per mou	NA	$0.00045	$0.0005	$0.0004152	$0.000426	$0.00047	$0.0004281	$0.00034	$0.0004672	$0.00036
Interoffice Transport - Dedicated - 4-wire VG										
4-Wire VG - per mile per month	1L5XX	NA	$0.0098	NA	NA	NA	NA	NA	NA	NA
4-Wire VG - Facility Termination per month	U1TV4	NA	$23.64	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG - Facility Termination -1st	U1TV4	NA	$81.09	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG - Facility Termination - Add'l	U1TV4	NA	$54.63	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG -Facility Termination - Disconnect Charge -1st	U1TV4	NA	$31.01	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG - Facility Termination - Disconnect Charge -Add'l	U1TV4	NA	$12.78	NA	NA	NA	NA	NA	NA	NA
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.56	NA	NA	NA	NA	NA	NA	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.84	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	$2.77	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG - Incremental Charge--Manual Svc Order-Disconnect--Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
Interoffice Transport - Dedicated - DS0 - 56kbps										
DS0 - per mile per month	1L5XX	$0.0339	$0.0098	$0.0222	$0.0301	$0.0384	$0.0323	$0.0282	$0.0373	$0.1730
DS0 - Facility Termination per month	U1TD5	$17.81	$19.31	$16.45	$26.95	$18.37	$20.64	$17.40	$20.71	$17.74
NRC - DS0 - Facility Termination - 1st	U1TD5	$107.11	$81.11	$79.61	$142.31	$76.20	$106.72	$137.48	$136.44	$55.39
NRC - DS0 - Facility Termination - Add'l	U1TD5	$48.27	$54.83	$36.08	$56.21	$34.54	$48.83	$52.58	$51.37	$17.37
NRC - DS0 -Facility Termination - Disconnect Charge - 1st	U1TD5	$37.16	$31.01	NA	NA	$28.03	$38.05	NA	NA	$27.96
NRC - DS0 - Facility Termination - Disconnect Charge - Add'l	U1TD5	$5.88	$12.78	NA	NA	$5.37	$7.23	NA	NA	$3.51
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.56	NA	$19.99	NA	NA	NA	NA	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.84	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.77	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	NA
NRC - DS0 -Incremental Charge--Manual Svc Order - 1st	SOMAN	$27.37	NA	$18.94	$37.21	$18.14	$25.52	$38.07	$39.63	NA
NRC -DS0 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$27.37	NA	$18.94	$37.21	$18.14	$25.52	$38.07	$39.63	NA
NRC - DS0 -Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	$12.97	NA	NA	NA	$8.06	$11.34	NA	NA	NA
NRC - DS0 -Incremental Charge--Manual Svc Order-Disconnect—Add'l	SOMAN	$12.97	NA	NA	NA	$8.06	$11.34	NA	NA	NA
Interoffice Transport - Dedicated -DS0 - 64 kbps										
DS0 - per mile per month	1L5XX	$0.0339	$0.0098	$0.0222	$0.0301	$0.0384	$0.0323	$0.0282	$0.0373	$0.1730
DS0 - Facility Termination per month	U1TD6	$17.81	$19.31	$16.45	$26.95	$18.37	$20.64	$17.40	$20.71	$17.74
NRC - DS0 - Facility Termination - 1st	U1TD6	$107.11	$81.11	$79.61	$142.31	$76.20	$106.72	$137.48	$136.44	$55.39
NRC - DS0 - Facility Termination - Add'l	U1TD6	$48.27	$54.83	$36.08	$56.21	$34.54	$48.83	$52.58	$51.37	$17.37

NRC - DS0 -Facility Termination - Disconnect Charge - 1st	U1TD6	$37.16	$31.01	NA	NA	$28.03	$38.05	NA	NA	$27.96
NRC - DS0 - Facility Termination - Disconnect Charge - Add'l	U1TD6	$5.88	$12.78	NA	NA	$5.37	$7.23	NA	NA	$3.51
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.56	NA	$19.99	NA	NA	NA	NA	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.84	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.77	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	NA
NRC - DS0 -Incremental Charge--Manual Svc Order - 1st	SOMAN	$27.37	NA	$18.94	$37.21	$18.14	$25.52	$38.07	$39.63	NA
NRC -DS0 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$27.37	NA	$18.94	$37.21	$18.14	$25.52	$38.07	$39.63	NA
NRC - DS0 -Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	$12.97	NA	NA	NA	$8.06	$11.34	NA	NA	NA
NRC - DS0 -Incremental Charge--Manual Svc Order-Disconnect—Add'l	SOMAN	$12.97	NA	NA	NA	$8.06	$11.34	NA	NA	NA
Interoffice Transport - Dedicated - DS1										
DS1 - per mile per month	1L5XX	$0.6920	$0.6013	$0.4523	$0.4500	$0.7831	$0.6598	$0.0783	$0.7598	$0.3525
DS1 - Facility Termination per month	U1TF1	$79.69	$99.79	$78.47	$55.05	$93.40	$74.40	$71.29	$94.98	$75.83
NRC - DS1-Facility Termination - 1st	U1TF1	$198.15	$45.91	$147.07	$298.18	$140.49	$196.28	$217.17	$216.27	$145.98
NRC - DS1 - Facility Termination - Add'l	U1TF1	$148.18	$44.18	$111.75	$231.23	$106.69	$147.31	$163.75	$162.70	$109.85
NRC - DS1 - Facility Termination - Disconnect Charge - 1st	U1TF1	$25.44	$30.30	NA	NA	$20.00	$26.56	NA	NA	$19.55
NRC - DS1 - Facility Termination -Disconnect Charge - Add'l	U1TF1	$20.42	$26.76	NA	NA	$16.34	$21.61	NA	NA	$14.99
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.56	NA	$19.99	NA	NA	NA	NA	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.84	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.77	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	NA
NRC - DS1 - Incremental Charge--Manual Svc Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$38.07	$39.63	NA
NRC -DS1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$38.07	$39.63	NA
NRC - DS1 - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	$12.97	NA	NA	NA	$8.06	$11.31	NA	NA	NA
NRC - DS1 - Incremental Charge--Manual Svc Order-Disconnect—Add'l	SOMAN	$12.97	NA	NA	NA	$8.06	$11.34	NA	NA	NA
Interoffice Transport - Dedicated - DS3										
DS3 - per mile per month	1L5XX	$4.98	$4.17	$2.75	$12.62	$14.04	$15.02	$12.98	$8.13	$5.89
DS3 -Facility Termination per month	U1TF3	$898.15	$1,121.93	$788.00	$1,204	$1,101	$744.38	$720.38	$967.70	$760.20
NRC - DS3 - Facility Termination -1st	U1TF3	$511.77	$557.69	$511.10	$946.23	$611.41	$686.74	$794.94	$606.72	$625.91
NRC - DS3 - Facility Termination - Add'l	U1TF3	$330.92	$325.61	$330.77	$516.89	$304.90	$477.76	$579.55	$423.45	$311.39
NRC - DS3 - Facility Termination - Disconnect Charge - 1st	U1TF3	$121.72	$111.56	$122.31	NA	$102.16	$125.56	NA	NA	$103.36
NRC - DS3 - Facility Termination - Disconnect Charge - Add'l	U1TF3	$118.54	$108.34	$119.14	NA	$99.46	$118.79	NA	NA	$100.59
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.56	NA	$19.99	NA	NA	NA	NA	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.84	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.77	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	NA
NRC - DS3 - Incremental Charge--Manual Svc Order - 1st	SOMAN	$38.48	NA	$37.96	$93.12	$50.25	$64.97	$91.26	$54.26	NA
NRC - DS3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$38.48	NA	$37.96	$93.12	$50.25	$64.97	$91.26	$54.26	NA
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	$19.03	NA	$18.23	NA	$20.94	$27.08	NA	NA	NA
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect—Add'l	SOMAN	$19.03	NA	$18.23	NA	$20.94	$27.08	NA	NA	NA
Interoffice Transport - Dedicated - STS-1										
STS-1 - per mile per month	1L5XX	$4.98	$4.17	$2.72	$12.62	$14.04	$13.48	$6.29	$8.13	$6.88
STS-1 -Facility Termination per month	U1TFS	$895.41	$1,105.98	$783.63	$1,204	$1,101	$692.52	$800.94	$967.58	$838.65
NRC - STS-1 - Facility Termination -1st	U1TFS	$511.77	$557.69	$449.91	$946.23	$611.41	$858.15	$624.86	$606.72	$858.26
NRC - STS-1 - Facility Termination - Add'l	U1TFS	$330.92	$325.61	$119.14	$516.89	$304.90	$524.58	$436.36	$423.45	$525.25
NRC - STS-1 - Facility Termination - Disconnect Charge - 1st	U1TFS	$121.72	$111.56	$137.17	NA	$102.16	$125.56	NA	NA	$103.36
NRC - STS-1 - Facility Termination - Disconnect Charge - Add'l	U1TFS	$118.54	$108.34	$119.14	NA	$99.46	$118.79	NA	NA	$100.59
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.56	NA	$19.99	NA	NA	NA	NA	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.84	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.77	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - STS-1 - Incremental Charge--Manual Svc Order - 1st	SOMAN	$38.48	NA	$61.19	$93.12	$50.25	$94.50	$55.00	$54.26	NA
NRC - STS-1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$38.48	NA	$61.19	$93.12	$50.25	$94.50	$55.00	$54.26	NA

NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	$19.03	NA	$3.17	NA	$20.94	$27.08	NA	NA	NA
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect—Add'l	SOMAN	$19.03	NA	$3.17	NA	$20.94	$27.08	NA	NA	NA
Interoffice Transport - Dedicated - OC3										
OC3 -per mile per month	1L5XX	$7.35	$8.24	$4.37	$27.97	$23.89	$18.35	$14.10	$9.75	$13.45
OC3 -Facility Termination per month		$2,475	$3,020.08	$2,187.00	$3,390	$2,990	$1,892.00	$2,071	$2,802	$2,124
NRC - OC-3 - Facility Termination - 1st		$820.85	$869.65	$819.29	$1,399	$927.35	$1,283.00	$1,381	$915.64	$950.10
NRC - OC-3 - Facility Termination - Add'l		$317.48	$312.05	$317.38	$516.89	$304.90	$404.94	$509.93	$410.02	$311.39
NRC - OC-3 - Facility Termination - Disconnect Charge - 1st		$121.72	$111.56	$122.31	NA	$102.16	$134.07	$131.65	NA	$103.36
NRC - OC-3 - Facility Termination - Disconnect Charge - Add'l		$118.54	$108.34	$119.14	NA	$99.46	$130.59	$128.19	NA	$100.59
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.56	NA	$19.99	NA	NA	NA	NA	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.84	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.77	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - OC3 - Incremental Cost - Manual Svc Order vs. Electronic-1st	SOMAN	$38.48	NA	$37.55	$93.12	$50.25	$68.62	$94.77	$54.26	NA
NRC - OC3 - Incremental Cost - Manual Svc Order vs. Electronic-Add'l	SOMAN	$38.48	NA	$37.55	$93.12	$50.25	$68.62	$94.77	$54.26	NA
NRC - OC3 - Incremental Cost - Manual Svc Order vs. Electronic-Disconnect-	SOMAN	$19.03	NA	$18.03	NA	$20.94	$28.59	$29.76	NA	NA
NRC - OC3 - Incremental Cost - Manual Svc Order vs. Electronic-Disconnect-	SOMAN	$19.03	NA	$18.03	NA	$20.94	$28.59	$29.76	NA	NA
Interoffice Transport - Dedicated - OC12										
OC12 -per mile per month	1L5XX	$19.26	$26.45	$15.05	$84.88	$74.44	$60.42	$48.55	$32.52	$49.80
OC12 -Facility Termination		$9,763	$11,599.14	$8,202.00	$12,344	$11,517	$7,182.00	$2,071	$11,132	$8,015
NRC - OC12- Facility Termination - 1st		$1,036	$1,086.66	$1,034.00	$1,713	$1,147	$1,598.00	$1,381	$1,131	$1,176
NRC - OC12- Facility Termination - Add'l		$317.48	$312.05	$317.38	$516.89	$304.90	$404.94	$509.93	$410.02	$311.39
NRC - OC12 - Facility Termination - Disconnect Chg - 1st		$121.72	$111.56	$122.31	NA	$102.16	$134.07	$131.65	NA	$103.36
NRC - OC12 - Facility Termination - Disconnect Chg - Add'l		$118.54	$108.34	$119.14	NA	$99.46	$130.59	$128.19	NA	$100.59
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.56	NA	$19.99	NA	NA	NA	NA	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.84	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.77	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - OC12 - Incremental Cost - Manual Svc Order vs. Electronic-1st	SOMAN	$38.48	NA	$37.55	$93.12	$50.25	$68.62	$94.77	$54.26	NA
NRC - OC12 - Incremental Cost - Manual Svc Order vs. Electronic-Add'l	SOMAN	$38.48	NA	$37.55	$93.12	$50.25	$68.62	$94.77	$54.26	NA
NRC - OC12 - Incremental Cost - Manual Svc Order vs. Elect-Disconnect-1st	SOMAN	$19.03	NA	$18.03	NA	$20.94	$28.59	$29.76	NA	NA
NRC - OC12 - Incremental Cost - Manual Svc Order vs. Elect-Disconnect-Ad	SOMAN	$19.03	NA	$18.03	NA	$20.94	$28.59	$29.76	NA	NA
Interoffice Transport - Dedicated - OC48										
OC48 -per mile per month	1L5XX	$30.65	$34.07	$25.70	$138.02	$128.59	$102.43	$120.02	$45.92	$106.55
OC48 -Facility Termination per month		$11,691	########	$11,134.00	$16,017	$14,950	$11,480.00	$1,677	$967.58	$11,632
OC48 -per Interface OC12 on OC48 per month		$1,424	$1,199.42	$1,137.00	$1,497	$1,451	$1,351.00	$582.66	$1,561	$1,170
NRC - OC48 - Facility Termination - 1st		$1,036	$1,086.66	$1,034.00	$1,713	$1,147	$1,598.00	$1,722	$1,131	$1,176
NRC - OC48 - Facility Termination - Add'l		$317.48	$312.05	$317.38	$516.89	$304.90	$404.94	$542.73	$410.02	$311.39
NRC - OC48 - Interface OC12 on OC48 - 1st		$540.10	$543.72	$539.36	$844.21	$532.13	$729.04	$720.81	$635.04	$544.55
NRC - OC48 - Interface OC12 on OC48 - Add'l		$317.48	$312.05	$317.38	$516.89	$304.90	$404.94	$400.38	$410.02	$311.39
NRC - OC48 - Facility Termination - Disconnect Chg - 1st		$121.72	$111.56	$122.31	NA	$102.16	$134.07	$131.65	NA	$103.36
NRC - OC48 - Facility Termination - Disconnect Chg - Add'l		$118.54	$108.34	$119.14	NA	$99.46	$130.59	$128.19	NA	$100.59
NRC - OC48 - Interface OC12 on OC48 - Disconnect - 1st		$121.72	$111.56	$122.31	NA	$102.16	$134.07	$131.65	NA	$103.36
NRC - OC48 - Interface OC12 on OC48 - Disconnect - Add'l		$118.54	$108.34	$119.14	NA	$99.46	$130.59	$128.19	NA	$100.59
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.56	NA	$19.99	NA	NA	NA	NA	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.84	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.77	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - OC48 - Incremental Cost - Manual Svc. Order vs. Electronic-1st	SOMAN	$38.48	NA	$37.55	$93.12	$50.25	$68.62	$69.34	$54.26	NA
NRC - OC48 - Incremental Cost - Manual Svc. Order vs. Electronic-Add'l	SOMAN	$38.48	NA	$37.55	$93.12	$50.25	$68.62	$69.34	$54.26	NA
NRC - OC48 - Interface- Incremental Cost - Manual Svc. Order vs. Electronic-	SOMAN	$38.48	NA	$37.55	$93.12	$50.25	$68.62	$69.34	$54.26	NA
NRC - OC48 - Interface- Incremental Cost - Manual Svc. Order vs. Electronic-	SOMAN	$38.48	NA	$37.55	$93.12	$50.25	$68.62	$69.34	$54.26	NA
NRC - OC48 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	$19.03	NA	$18.03	NA	$20.94	$28.59	$29.76	NA	NA

NRC - OC48 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Ad	SOMAN	$19.03	NA	$18.03	NA	$20.94	$28.59	$29.76	NA	NA
NRC - OC48-Interface-Incremental Cost-Manual Svc. Order vs. Elec-Disconn	SOMAN	$19.03	NA	$18.03	NA	$20.94	$28.59	$29.76	NA	NA
NRC - OC48-Interface-Incremental Cost-Manual Svc. Order vs. Elec-Disconn	SOMAN	$19.03	NA	$18.03	NA	$20.94	$28.59	$29.76	NA	NA
UNBUNDLED CHANNELIZATION										
DS3 Channelization (DS3 to DS1)										
per Channelized System (28 DS1) per month	MQ3	$225.36	$220.97	$182.04	$236.32	$245.84	$229.30	$226.81	$200.01	$222.98
NRC - 1st	MQ3	$265.87	$356.40	$265.91	$425.41	$259.76	$356.80	$351.95	$321.54	$265.08
NRC - Add'l	MQ3	$188.51	$188.00	$188.78	$303.33	$182.64	$247.40	$243.76	$234.30	$185.94
NRC -1st - Disconnect	MQ3	$71.76	$61.64	$72.50	NA	$60.96	$79.94	$77.90	NA	$61.09
NRC -Add'l - Disconnect	MQ3	$52.03	$58.98	$59.96	NA	$50.46	$65.20	$63.32	NA	$50.31
per Interface per month (COCI)	UC1D1	$17.22	$14.40	$11.02	$8.52	$7.55	$5.58	$4.61	$11.99	$3.91
NRC - 1st	UC1D1	$12.05	$13.16	$12.02	$15.86	$12.29	$15.85	$15.76	$12.05	$12.61
NRC - Add'l	UC1D1	$8.69	$9.43	$8.66	$11.36	$8.80	$11.35	$11.28	$8.68	$9.03
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.56	NA	$19.99	NA	NA	NA	NA	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.84	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.77	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.43	NA	NA	NA	NA	NA	NA	NA
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -1st	SOMAN	$15.61	NA	$14.75	$41.47	$19.74	$26.95	$28.13	$25.59	$21.71
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -Add'l	SOMAN	$7.39	NA	$6.55	$11.99	$8.77	$11.98	$13.33	$8.92	$10.46
Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - 1st	SOMAN	$11.67	NA	$10.60	NA	$12.43	$16.97	$18.26	NA	$14.21
Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - Add'l	SOMAN	$0.9469	NA	NA	NA	NA	NA	$1.48	NA	$1.46
DS1 Channelization (DS1 to DS0)										
per Channelized System (24 DS0) per month	MQ1	$136.82	$153.60	$126.22	$200.01	$209.87	$146.87	$177.72	$147.51	$165.21
NRC - 1st	MQ1	$197.98	$182.14	$198.22	$302.82	$193.63	$271.52	$267.19	$220.89	$197.21
NRC - Add'l	MQ1	$123.12	$125.18	$123.59	$184.20	$118.37	$164.56	$161.43	$137.15	$119.99
NRC -1sr - Disconnect	MQ1	$30.18	$19.52	$31.03	NA	$26.44	$36.38	$34.55	NA	$25.66
NRC -Add'l - Disconnect	MQ1	$18.86	$18.14	$19.75	NA	$16.83	$11.98	$21.14	NA	$15.81
- Interface (COCI)										
per OCU-DP(data) card per month (2.4-64kbs)	1D1DD	$1.66	$2.20	$1.86	$2.94	$3.12	$2.86	$2.88	$2.34	$2.46
NRC - 1st	1D1DD	$12.05	$13.16	$12.02	$15.86	$12.29	$15.85	$15.76	$12.05	$12.61
NRC - Add'l	1D1DD	$8.69	$9.43	$8.66	$11.36	$8.80	$11.35	$11.28	$8.68	$9.03
per BRITE card per month	UC1CA	$3.41	$3.83	$3.71	$4.04	$4.18	$3.88	$3.76	$4.21	$3.33
NRC - 1st	UC1CA	$12.05	$13.16	$12.02	$15.86	$12.29	$15.85	$15.76	$12.05	$12.61
NRC - Add'l	UC1CA	$8.69	$9.43	$8.66	$11.36	$8.80	$11.35	$11.28	$8.68	$9.03
per VG card per month (DS0)	1D1VG	$0.8586	$1.45	$1.17	$1.40	$1.62	$1.45	$1.64	$1.47	$1.25
NRC - 1st	1D1VG	$12.05	$13.16	$12.02	$15.86	$12.29	$15.85	$15.76	$12.05	$12.61
NRC - Add'l	1D1VG	$8.69	$9.43	$8.66	$11.36	$8.80	$11.35	$11.28	$8.68	$9.03
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.56	NA	$19.99	NA	NA	NA	NA	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.84	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.77	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMAN	NA	$0.43	NA	NA	NA	NA	NA	NA	NA
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -1st	SOMAN	$15.61	NA	$14.75	$41.47	$19.74	$26.95	$28.13	$25.59	$25.66
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -Add'l	SOMAN	$7.39	NA	$6.55	$11.99	$8.77	$11.98	$13.33	$8.92	$15.81
Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - 1st	SOMAN	$11.67	NA	$10.70	NA	$12.43	$16.97	$18.26	NA	$14.21
Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - Add'l	SOMAN	$0.9469	NA	$0.00	NA	NA	NA	$1.48	NA	$1.46
UNBUNDLED DARK FIBER										
Dark Fiber - Interoffice (four fiber strands) per route mile or fraction thereof, per mo	1L5DF	$25.80	$28.82	$24.96	$31.95	$32.28	$33.93	$29.86	$36.75	$28.60
NRC - Per each four-fiber dark fiber arrangement - 1st	UDF14	$1,739.00	$1,278.62	$1,737.00	$1,741.00	$1,746.00	$1,741.00	$1,738.00	$1,747.00	$1,742.00
NRC - Per each four-fiber dark fiber arrangement - Add'l	UDF14	$563.09	$275.82	$562.39	$563.75	$565.20	$563.79	$562.82	$565.53	$564.08
NRC -Disconnect--1st	UDF14	NA	$587.64	NA	NA	NA	NA	NA	NA	NA
NRC -Disconnect--Add'l	UDF14	NA	$366.34	NA	NA	NA	NA	NA	NA	NA
Dark Fiber - Local Channel(four fiber strands) per route mile or fraction thereof, per	1L5DC	$70.82	$58.35	$54.63	$49.07	$64.72	$71.55	$56.47	$100.37	$60.06

			NRC - Per each four-fiber dark fiber arrangement - 1st	UDFC4	$1,739.00	$1,278.62	$1,737.00	$1,741.00	$1,746.00	$1,741.00	$1,738.00	$1,747.00	$1,742.00
			NRC - Per each four-fiber dark fiber arrangement - Add'l	UDFC4	$563.09	$275.82	$562.39	$563.75	$565.20	$563.79	$562.82	$565.53	$564.08
			NRC -Disconnect--1st	UDFC4	NA	$587.64	NA	NA	NA	NA	NA	NA	NA
			NRC -Disconnect--Add'l	UDFC4	NA	$366.34	NA	NA	NA	NA	NA	NA	NA
			Dark Fiber - Local Loop (four fiber strands) per route mile or fraction thereof, per m	1L5DL	$70.82	$58.35	$54.63	$49.07	$64.72	$71.55	$56.47	$100.37	$60.06
			NRC - Per each four-fiber dark fiber arrangement - 1st	UDFL4	$1,739.00	$1,278.62	$1,737.00	$1,741.00	$1,746.00	$1,741.00	$1,738.00	$1,747.00	$1,742.00
			NRC - Per each four-fiber dark fiber arrangement - Add'l	UDFL4	$563.09	$275.82	$562.39	$563.75	$565.20	$563.79	$562.82	$565.53	$564.08
			NRC -Disconnect--1st	UDFL4	NA	$587.64	NA	NA	NA	NA	NA	NA	NA
			NRC -Disconnect--Add'l	UDFL4	NA	$366.34	NA	NA	NA	NA	NA	NA	NA
			NOTES:										
			Interim rates subject to true-up.										

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
UNBUNDLED LOOP COMBINATIONS										
Unbundled Loop/Port Combinations (Note 4)										
MARKET RATES (INCLUDING ALL VERTICAL FEATURES) (Note 1)										
Density Zone 1 / Top 8 MSAs in BellSouth Region			**Orlando, Ft. Lauderdale, Miami**	**Atlanta**		**New Orleans**		**Greensboro-Winston Salem-Highpoint/ Charlotte-Gastonia-Rock Hill**		**Nashville**
Customers with 4 or more DS0 Equivalent										
Currently Combined (Note2)										
2-Wire Voice Grade Loop with 2-Wire Line Port (Res. and Bus.)										
2-Wire Voice Grade Line Port (Res.), per month										
2- wire voice unbundled port - residence	UEPRL	NA	$14.00	$14.00	NA	$14.00	NA	$14.00	NA	$14.00
2-wire voice unbundled port with caller ID - residence	UEPRC	NA	$14.00	$14.00	NA	$14.00	NA	$14.00	NA	$14.00
2-wire voice unbundled port outgoing only - residence	UEPRO	NA	$14.00	$14.00	NA	$14.00	NA	$14.00	NA	$14.00
2-wire voice grade unbundled Alabama extended local dialing parity port with caller ID	UEPAR	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice grade unbundled Kentucky extended local dialing parity port with caller ID	UEPRM	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice grade unbundled Louisiana extended local dialing parity port with caller ID	UEPAS	NA	NA	NA	NA	$14.00	NA	NA	NA	NA
2-wire voice grade unbundled Mississippi extended local dialing parity port with caller ID	UEPAT	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice grade unbundled South Carolina extended local dialing parity port with caller ID	UEPAU	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice grade unbundled Tennessee extended local dialing parity port with caller ID	UEPAQ	NA	NA	NA	NA	NA	NA	NA	NA	$14.00
2-wire voice unbundled Florida area calling with caller ID - residence	UEPAF	NA	$14.00	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)	UEPAG	NA	NA	NA	NA	$14.00	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)	UEPAH	NA	NA	NA	NA	$14.00	NA	NA	NA	NA
2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LW8)	UEPAJ	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)	UEPAK	NA	NA	NA	NA	NA	NA	NA	NA	$14.00
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)	UEPAL	NA	NA	NA	NA	NA	NA	NA	NA	$14.00
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)	UEPAM	NA	NA	NA	NA	NA	NA	NA	NA	$14.00
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)	UEPAN	NA	NA	NA	NA	NA	NA	NA	NA	$14.00
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)	UEPAO	NA	NA	NA	NA	NA	NA	NA	NA	$14.00
2-wire voice unbundled res, low usage line port with Caller ID (LUM)	UEPAP	NA	$14.00	$14.00	NA	$14.00	NA	$14.00	NA	$14.00
2-Wire Voice Grade Line Port (Bus.), per month										
2-wire voice unbundled port without Caller ID	UEPBL	NA	$14.00	$14.00	NA	$14.00	NA	$14.00	NA	$14.00
2-wire voice unbundled port with unbundled port with Caller+E484 ID	UEPBC	NA	$14.00	$14.00	NA	$14.00	NA	$14.00	NA	$14.00
2-wire voice unbundled outgoing only port	UEPBO	NA	$14.00	$14.00	NA	$14.00	NA	$14.00	NA	$14.00
2-wire voice grade unbundled Alabama extended local dialing parity port with caller ID	UEPAW	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice grade unbundled Kentucky extended local dialing parity port with caller ID	UEPBM	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice grade unbundled Louisiana extended local dialing parity port with caller ID	UEPAX	NA	NA	NA	NA	$14.00	NA	NA	NA	NA
2-wire voice grade unbundled Mississippi extended local dialing parity port with caller ID	UEPAY	NA	NA	NA	NA	NA	NA	NA	NA	NA

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-wire voice grade unbundled South Carolina extended local dialing parity port with caller ID	UEPAZ	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice grade unbundled Tennessee extended local dialing parity port with caller ID	UEPAV	NA	NA	NA	NA	NA	NA	NA	NA	$14.00
2-wire voice unbundled incoming only port with Caller ID	UEPB1	NA	$14.00	$14.00	NA	$14.00	NA	$14.00	NA	$14.00
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)	UEPAA	NA	NA	NA	NA	$14.00	NA	NA	NA	NA
2-wire voice unbundled SC Bus Area Calling Port with Caller ID (LMB)	UEPAB	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled TN Bus 2-Way Area Calling Port Economy Option (TACC1)	UEPAC	NA	NA	NA	NA	NA	NA	NA	NA	$14.00
2-wire voice unbundled TN Bus 2-Way Area Calling Port Standard Option (TACC2)	UEPAD	NA	NA	NA	NA	NA	NA	NA	NA	$14.00
2-wire voice unbundled TN Bus 2-WAY Collierville and Memphis Local Calling Port (B2F)	UEPAE	NA	NA	NA	NA	NA	NA	NA	NA	$14.00
2-Wire Voice Grade Loop (SL1) (Res. and Bus.)										
RC - 2-Wire Voice Grade Loop - Statewide	UEPLX	NA	NA	NA	NA	NA	NA	$14.18	NA	NA
RC - 2-Wire Voice Grade Loop Zone 1	UEPLX	NA	$14.90	$10.80	NA	$14.05	NA	NA	NA	$15.92
RC - 2-Wire Voice Grade Loop Zone 2	UEPLX	NA	$18.51	$12.47	NA	$24.14	NA	NA	NA	$20.79
RC - 2-Wire Voice Grade Loop Zone 3	UEPLX	NA	$24.25	$19.83	NA	$49.30	NA	NA	NA	$27.18
Combination Rates										
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Statewide	Note 8	NA	NA	NA	NA	NA	NA	$28.18	NA	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 1 (Note 6)	Note 8	NA	$28.90	$24.80	NA	$28.05	NA	NA	NA	$29.92
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 2 (Note 6)	Note 8	NA	$32.51	$26.47	NA	$38.14	NA	NA	NA	$34.79
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 3 (Note 6)	Note 8	NA	$38.25	$33.83	NA	$63.30	NA	NA	NA	$41.18
Nonrecurring Charges										
2-Wire Voice Grade Line Port (Res. And Bus.)										
NRC - 2- wire voice grade unbundled port/loop combination - 1st, with change		NA	$41.50	$41.50	NA	$41.50	NA	$41.50	NA	$41.50
NRC - 2- wire voice grade unbundled port/loop combination - Add'l, with change		NA	$41.50	$41.50	NA	$41.50	NA	$41.50	NA	$41.50
NRC - 2- wire voice grade unbundled port/loop combination - 1st, no change		NA	$41.50	$41.50	NA	$41.50	NA	$41.50	NA	$41.50
NRC - 2- wire voice grade unbundled port/loop combination - Add'l, no change		NA	$41.50	$41.50	NA	$41.50	NA	$41.50	NA	$41.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent		NA	$10.00	$10.00	NA	$10.00	NA	$10.00	NA	$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces	SOMEC	NA	$2.75	$3.50	NA	$3.50	NA	$3.50	NA	$3.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic - 1st	SOMAN	NA	$21.56	$33.76	NA	$31.92	NA	$40.18	NA	$30.89
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic - Add'l	SOMAN	NA	$21.56	$7.86	NA	$7.32	NA	$9.45	NA	$7.03
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Electronic		NA	TBD	TBD	NA	$2.11	NA	$1.42	NA	TBD
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Manual Service Order		NA	TBD	TBD	NA	$5.12	NA	$10.27	NA	TBD
NRC - Electronic Service Order Disconnect		NA	$0.42	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Manual Service Order Disconnect		NA	$3.84	$20.00	NA	$20.00	NA	$20.00	NA	$20.00
2-Wire Voice Grade Loop with 2-Wire Line Port PBX										
2-Wire Analog Line Port (PBX), per month										
2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence	UEPRD	NA	$14.00	$14.00	NA	$14.00	NA	$14.00	NA	$14.00
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPC	NA	$14.00	$14.00	NA	$14.00	NA	$14.00	NA	$14.00
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPPO	NA	$14.00	$14.00	NA	$14.00	NA	$14.00	NA	$14.00
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPP1	NA	$14.00	$14.00	NA	$14.00	NA	$14.00	NA	$14.00
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT	UEPA2	NA	NA	NA	NA	NA	NA	NA	NA	NA

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT	UEPL2	NA	NA	NA	NA	$14.00	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS	UEPLD	NA	$14.00	$14.00	NA	$14.00	NA	$14.00	NA	$14.00
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT	UEPT2	NA	NA	NA	NA	NA	NA	NA	NA	$14.00
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT	UEPTO	NA	NA	NA	NA	NA	NA	NA	NA	$14.00
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEPXA	NA	$14.00	$14.00	NA	$14.00	NA	$14.00	NA	$14.00
2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEPXB	NA	$14.00	$14.00	NA	$14.00	NA	$14.00	NA	$14.00
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPXC	NA	$14.00	$14.00	NA	$14.00	NA	$14.00	NA	$14.00
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPXD	NA	$14.00	$14.00	NA	$14.00	NA	$14.00	NA	$14.00
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT	UEPXE	NA	$14.00	$14.00	NA	$14.00	NA	$14.00	NA	$14.00
2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD	UEPXF	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT	UEPXG	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT	UEPXH	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD	UEPXJ	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT	UEPXK	NA	NA	NA	NA	$14.00	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXL	NA	$14.00	$14.00	NA	$14.00	NA	$14.00	NA	$14.00
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	UEPXM	NA	$14.00	$14.00	NA	$14.00	NA	$14.00	NA	$14.00
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINIATRATIVE CALLING PORTTENNESSEE CALLING PORT	UEPXN	NA	NA	NA	NA	NA	NA	NA	NA	$14.00
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DIACOUNT ROOM CALLING PORT	UEPXO	NA	$14.00	$14.00	NA	$14.00	NA	$14.00	NA	$14.00
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT	UEPXP	NA	NA	NA	NA	$14.00	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT	UEPXQ	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT	UEPXR	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT	UEPXS	NA	$14.00	$14.00	NA	$14.00	NA	$14.00	NA	$14.00
2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT	UEPXT	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT	UEPXU	NA	NA	NA	NA	NA	NA	NA	NA	$14.00
2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV CALLING PORT	UEPXV	NA	NA	NA	NA	NA	NA	NA	NA	$14.00
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPCP									
2-Wire Voice Grade Loop (SL1)										
RC - 2- Wire Voice Grade Loop - Statewide	UEPLX	NA	NA	NA	NA	NA	NA	$14.18	NA	NA
RC - 2- Wire Voice Grade Loop - Zone 1	UEPLX	NA	$14.90	$10.80	NA	$14.05	NA	NA	NA	$15.92
RC - 2- Wire Voice Grade Loop - Zone 2	UEPLX	NA	$18.51	$12.47	NA	$24.14	NA	NA	NA	$20.79
RC - 2- Wire Voice Grade Loop - Zone 3	UEPLX	NA	$24.25	$19.83	NA	$49.30	NA	NA	NA	$27.18
RC - 2- Wire Voice Grade Loop - Zone 4	UEPLX	NA	NA	NA	NA	NA	NA	NA	NA	NA
Combination Rates										
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Statewide	Note 8	NA	NA	NA	NA	NA	NA	$28.18	NA	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 1 (Note 6)	Note 8	NA	$28.90	$24.80	NA	$28.05	NA	NA	NA	$29.92
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 2 (Note 6)	Note 8	NA	$32.51	$26.47	NA	$38.14	NA	NA	NA	$34.79
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 3 (Note 6)	Note 8	NA	$38.25	$33.83	NA	$63.30	NA	NA	NA	$41.18
Nonrecurring Charges										
NRC - 2- wire voice grade unbundled port/loop combination - 1st, with change		NA	$41.50	$41.50	NA	$41.50	NA	$41.50	NA	$41.50

Version 3Q00:10/25/00

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - 2- wire voice grade unbundled port/loop combination - Add'l, with change		NA	$41.50	$41.50	NA	$41.50	NA	$41.50	NA	$41.50
NRC - 2- wire voice grade unbundled port/loop combination - 1st, no change		NA	$41.50	$41.50	NA	$41.50	NA	$41.50	NA	$41.50
NRC - 2- wire voice grade unbundled port/loop combination - Add'l, no change		NA	$41.50	$41.50	NA	$41.50	NA	$41.50	NA	$41.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent		NA	$10.00	$10.00	$10.00	$10.00	NA	$10.00	NA	$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces (Note 7)	SOMEC	NA	$2.75	$3.50	NA	$3.50	NA	$3.50	NA	$3.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic - 1st	SOMAN	NA	$21.56	$33.67	NA	$31.92	NA	$40.18	NA	$30.89
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic - Add'l	SOMAN	NA	$21.56	$7.88	NA	$7.32	NA	$9.45	NA	$7.03
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Electronic		NA	TBD	TBD	NA	$2.11	NA	$1.42	NA	TBD
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Manual Service Order		NA	TBD	TBD	NA	$5.12	NA	$10.27	NA	TBD
NRC - Electronic Service Order Disconnect		NA	$0.42	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Manual Service Order Disconnect		NA	$3.84	$20.00	NA	$20.00	NA	$20.00	NA	$20.00
COST BASED RATES (Notes 2 & 3)										
Currently Combined										
2-Wire Voice Grade Loop with 2-Wire Line Port										
2-Wire Voice Grade Line Port (Res.), per month										
2- wire voice unbundled port - residence	UEPRL	$2.20	$1.35	$1.79	$2.61	$2.55	$2.12	$2.28	$3.69	$4.54
2-wire voice unbundled port with caller ID - residence	UEPRC	$2.20	$1.35	$1.79	$2.61	$2.55	$2.12	$2.28	$3.69	$4.54
2-wire voice unbundled port outgoing only - residence	UEPRO	$2.20	$1.35	$1.79	$2.61	$2.55	$2.12	$2.28	$3.69	$4.54
2-wire voice grade unbundled Alabama extended local dialing parity port with caller ID	UEPAR	$2.20	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice grade unbundled Kentucky extended local dialing parity port with caller ID	UEPRM	NA	NA	NA	$2.61	NA	NA	NA	NA	NA
2-wire voice grade unbundled Louisiana extended local dialing parity port with caller ID	UEPAS	NA	NA	NA	NA	$2.55	NA	NA	NA	NA
2-wire voice grade unbundled Mississippi extended local dialing parity port with caller ID	UEPAT	NA	NA	NA	NA	NA	$2.12	NA	NA	NA
2-wire voice grade unbundled South Carolina extended local dialing parity port with caller ID	UEPAU	NA	NA	NA	NA	NA	NA	NA	$3.69	NA
2-wire voice grade unbundled Tennessee extended local dialing parity port with caller ID	UEPAQ	NA	NA	NA	NA	NA	NA	NA	NA	$4.54
2-wire voice unbundled Florida area calling with caller ID - residence	UEPAF	NA	$1.35	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)	UEPAG	NA	NA	NA	NA	$2.55	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)	UEPAH	NA	NA	NA	NA	$2.55	NA	NA	NA	NA
2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LW8)	UEPAJ	NA	NA	NA	NA	NA	NA	NA	$3.69	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)	UEPAK	NA	NA	NA	NA	NA	NA	NA	NA	$4.54
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)	UEPAL	NA	NA	NA	NA	NA	NA	NA	NA	$4.54
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)	UEPAM	NA	NA	NA	NA	NA	NA	NA	NA	$4.54
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)	UEPAN	NA	NA	NA	NA	NA	NA	NA	NA	$4.54
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)	UEPAO	NA	NA	NA	NA	NA	NA	NA	NA	$4.54

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-wire voice unbundled res, low usage line port with Caller ID (LUM)	UEPAP	$2.20	$1.35	$1.79	$2.61	$2.55	$2.12	$2.28	$3.69	$4.54
2-Wire Voice Grade Line Port (Bus.), per month										
2-wire voice unbundled port without Caller ID	UEPBL	$2.20	$1.35	$1.79	$2.61	$2.55	$2.12	$2.28	$3.69	$4.54
2-wire voice unbundled port with unbundled port with Caller+E484 ID	UEPBC	$2.20	$1.35	$1.79	$2.61	$2.55	$2.12	$2.28	$3.69	$4.54
2-wire voice unbundled outgoing only port	UEPBO	$2.20	$1.35	$1.79	$2.61	$2.55	$2.12	$2.28	$3.69	$4.54
2-wire voice grade unbundled Alabama extended local dialing parity port with caller ID	UEPAW	$2.20	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice grade unbundled Kentucky extended local dialing parity port with caller ID	UEPBM	NA	NA	NA	$2.61	NA	NA	NA	NA	NA
2-wire voice grade unbundled Louisiana extended local dialing parity port with caller ID	UEPAX	NA	NA	NA	NA	$2.55	NA	NA	NA	NA
2-wire voice grade unbundled Mississippi extended local dialing parity port with caller ID	UEPAY	NA	NA	NA	NA	NA	$2.12	NA	NA	NA
2-wire voice grade unbundled South Carolina extended local dialing parity port with caller ID	UEPAZ	NA	NA	NA	NA	NA	NA	NA	$3.69	NA
2-wire voice grade unbundled Tennessee extended local dialing parity port with caller ID	UEPAV	NA	NA	NA	NA	NA	NA	NA	NA	$4.54
2-wire voice unbundled incoming only port with Caller ID	UEPB1	$2.20	$1.35	$1.79	$2.61	$2.55	$2.12	$2.28	$3.69	$4.54
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)	UEPAA	NA	NA	NA	NA	$2.55	NA	NA	NA	NA
2-wire voice unbundled SC Bus Area Calling Port with Caller ID (LMB)	UEPAB	NA	NA	NA	NA	NA	NA	NA	$3.69	NA
2-wire voice unbundled TN Bus 2-Way Area Calling Port Economy Option (TACC1)	UEPAC	NA	NA	NA	NA	NA	NA	NA	NA	$4.54
2-wire voice unbundled TN Bus 2-Way Area Calling Port Standard Option (TACC2)	UEPAD	NA	NA	NA	NA	NA	NA	NA	NA	$4.54
2-wire voice unbundled TN Bus 2-WAY Collierville and Memphis Local Calling Port (B2F)	UEPAE	NA	NA	NA	NA	NA	NA	NA	NA	$4.54
2-Wire Voice Grade Loop (SL1)										
RC - 2- Wire Voice Grade Loop - Statewide	UEPLX	NA	NA	NA	NA	NA	NA	$14.18	NA	NA
RC - 2- Wire Voice Grade Loop - Zone 1	UEPLX	$14.35	$14.90	$10.80	$14.79	$14.05	$14.59	NA	$17.02	$12.48
RC - 2- Wire Voice Grade Loop - Zone 2	UEPLX	$23.31	$18.51	$12.47	$27.68	$24.14	$19.33	NA	$25.66	$14.42
RC - 2- Wire Voice Grade Loop - Zone 3	UEPLX	$42.24	$24.25	$19.83	$47.78	$49.30	$27.63	NA	$33.99	$21.77
RC - 2- Wire Voice Grade Loop - Zone 4	UEPLX	NA	NA	NA	NA	NA	$36.47	NA	NA	NA
Combination Rates										
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Statewide	Note 8	NA	NA	NA	NA	NA	NA	$16.46	NA	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 1 (Note 6)	Note 8	$16.55	$16.25	$12.59	$17.40	$16.60	$16.71	NA	$20.71	$17.02
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 2 (Note 6)	Note 8	$25.51	$19.86	$14.26	$30.29	$26.69	$21.45	NA	$29.35	$18.96
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 3 (Note 6)	Note 8	$44.44	$25.60	$21.62	$50.39	$51.85	$29.75	NA	$37.68	$26.31
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 4 (Note 6)	Note 8	NA	NA	NA	NA	NA	$38.59	NA	NA	NA
Nonrecurring Charges										
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st, Switch as is	USAC2	$2.80	$0.1964	$2.01	$10.00	$3.80	$5.20	$2.77	$1.59	$1.03
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l, Switch as is	USAC2	$0.41	$0.1964	$0.3108	$10.00	$0.29	$0.41	$0.40	$0.40	$0.2886
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st, Switch with change	USACC	$2.80	$0.1964	$2.01	$10.00	$3.80	$5.20	$2.77	$1.59	$1.03
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l, Switch with change	USACC	$0.41	$0.1964	$0.3108	$10.00	$0.29	$0.41	$0.40	$0.40	$0.2886
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent	USAS2	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces (Note 7)	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic - 1st	SOMAN	$40.71	$21.56	$33.67	$19.99	$31.92	$43.52	$40.18	$43.19	$30.89
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic - Add'l	SOMAN	$9.58	$21.56	$7.88	$19.99	$7.32	$9.99	$9.45	$9.91	$7.03
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Electronic		$1.44	TBD	TBD	TBD	$2.11	$2.87	$1.42	$0.71	$0.76
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Manual Service Order		$8.25	TBD	TBD	TBD	$5.12	$6.88	$10.27	$8.91	$7.97
NRC - Electronic Service Order Disconnect		NA	$0.42	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Manual Service Order Disconnect		$20.00	$3.84	$20.00	$20.00	$20.00	$20.00	$20.00	$20.00	$20.00

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRCs for New (not Currently Combined) as ordered in Georgia:										
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPRL	NA	NA	$22.14	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPRL	NA	NA	$15.25	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPRC	NA	NA	$22.14	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPRC	NA	NA	$15.25	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPRO	NA	NA	$22.14	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPRO	NA	NA	$15.25	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPAP	NA	NA	$22.14	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPAP	NA	NA	$15.25	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPBL	NA	NA	$22.14	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPBL	NA	NA	$15.25	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPBC	NA	NA	$22.14	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPBC	NA	NA	$15.25	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPBO	NA	NA	$22.14	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPBO	NA	NA	$15.25	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPB1	NA	NA	$22.14	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPB1	NA	NA	$15.25	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent	USAS2	NA	NA	$10.00	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Disconnect - 1st		NA	NA	$8.45	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Disconnect - Add'l		NA	NA	$3.91	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces (Note 7)	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Incremental Cost Manual vs. Electronic - New - 1st		NA	NA	$37.06	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Incremental Cost Manual vs. Electronic - New - Add'l		NA	NA	$8.19	NA	NA	NA	NA	NA	NA
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Electronic		NA	NA	TBD	NA	NA	NA	NA	NA	NA
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Manual Service Order		NA	NA	TBD	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Incremental Cost Manual vs. Electronic - New - Disconnect		NA	NA	$11.17	NA	NA	NA	NA	NA	NA
2- Wire Voice Grade Loop - Bus Only with 2 -Wire DID Trunk Port										
2 - Wire Line Port - DID Trunk Port, per month	UEPD1	TBD	$9.36	$11.35	$10.84	$13.12	$14.63	$12.12	TBD	$8.78
2-Wire Voice Grade Loop (SL2)										
RC - 2- Wire Voice Grade Loop - Statewide	UECD1	NA	NA	NA	NA	NA	NA	$11.76	NA	NA
RC - 2- Wire Voice Grade Loop - Zone 1	UECD1	$17.95	$18.48	$16.84	$17.78	$17.65	$18.35	NA	$21.57	$9.60
RC - 2- Wire Voice Grade Loop - Zone 2	UECD1	$29.16	$22.43	$19.45	$23.96	$30.32	$24.33	NA	$32.53	$11.09
RC - 2- Wire Voice Grade Loop - Zone 3	UECD1	$52.84	$27.87	$30.92	$34.96	$61.93	$34.77	NA	$43.08	$16.74
RC - 2- Wire Voice Grade Loop - Zone 4	UECD1	NA	NA	NA	NA	NA	$45.88	NA	NA	NA
Combination Rates										
RC - 2-Wire Voice Grade Loop with 2-Wire DID Port, Statewide	Note 8	NA	NA	NA	NA	NA	NA	$23.79	NA	NA
RC - 2-Wire Voice Grade Loop with 2-Wire DID Port, Zone 1 (Note 6)	Note 8	28.72	$27.84	$28.19	28.72	$30.77	28.72	NA	28.72	$18.38
RC - 2-Wire Voice Grade Loop with 2-Wire DID Port, Zone 2 (Note 6)	Note 8	34.91	$31.79	$30.80	34.91	$43.44	34.91	NA	34.91	$19.87
RC - 2-Wire Voice Grade Loop with 2-Wire DID Port, Zone 3 (Note 6)	Note 8	45.9	$37.23	$42.27	45.9	$75.05	45.9	NA	45.9	$25.52
RC - 2-Wire Voice Grade Loop with 2-Wire DID Port, Zone4 (Note 6)	Note 8	NA	NA	NA	NA	NA	TBD	NA	NA	NA
NRC- 2- Wire Voice Grade Loop with 2- Wire DID Port - Conversion - Switch As Is - 1st port	USAC1	$14.62	$14.62	$166.08	TBD	$14.60	$14.60	$13.26	$14.62	$8.76

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC- 2- Wire Voice Grade Loop with 2- Wire DID Port - Conversion - Switch As Is Each Addl Port	USAC1	$3.73	$3.73	$140.01	TBD	$3.72	$3.72	$8.39	$3.73	$5.75
NRC- 2- Wire Voice Grade Loop with 2- Wire DID Port - Conversion with changes - 1st port	USA1C	$14.62	$14.62	$166.08	TBD	$14.60	$14.60	$13.26	$14.62	$8.76
NRC- 2- Wire Voice Grade Loop with 2- Wire DID Port - Conversion with changes - Each Addl port	USA1C	$3.73	$3.73	$140.01	TBD	$3.72	$3.72	$8.39	$3.73	$5.75
NRC - 2-Wire DID Subsequent Activity - Per Svc Order - Add Trunks, Per Trunk	USAS1	$53.57	$53.57	NA	NA	$53.50	$53.50	NA	$53.57	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces (Note 7)	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC- 2- Wire Voice Grade Loop with 2- Wire DID Port - Incremental Cost- Manual Service Order - 1st	SOMAN	$19.99	$21.56	$37.88	$19.99	$19.99	$19.99	$53.89	$19.99	$41.43
NRC- 2- Wire Voice Grade Loop with 2- Wire DID Port - Incremental Cost- Manual Service Order - Addl	SOMAN	$19.99	$21.56	$16.84	$19.99	$19.99	$19.99	$11.34	$19.99	$9.80
NRC - Electronic Service Order Disconnect		$0.42	$0.42	$0.42	$0.42	$0.42	$0.42	$0.42	$0.42	$0.42
NRC - Incremental Manual Service Order Disconnect		$20.00	$3.84	$20.00	$20.00	$20.00	$20.00	$20.00	$20.00	$20.00
Telephone Number/Trunk Group Establishment										
DID Trunk Termination (one required per port)	NDT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers (FL, GA, NC, & SC only)	NDZ	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers (AL, KY, LA, MS, & TN). In addition, Provides Additional DID Numbers for each Group of 20 DID Numbers (Valid in All States)	ND4	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
DID Numbers, non-consective	ND5	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port										
2-wire ISDN Digital Port per month	UEPPB	$16.42	$8.51	$13.47	$12.99	$11.42	$51.91	$24.37	$33.74	$18.21
2-Wire ISDN Digital Grade Loop										
RC - 2-Wire ISDN Digital Grade Loop - Statewide	USL2X	NA	NA	NA	NA	NA	NA	$19.08	NA	NA
RC - 2-Wire ISDN Digital Grade Loop - Zone 1	USL2X	$23.23	$22.48	$21.89	$22.41	$28.87	$21.86	NA	$26.68	$16.20
RC - 2-Wire ISDN Digital Grade Loop - Zone 2	USL2X	$37.74	$27.90	$25.27	$31.10	$37.63	$28.97	NA	$40.24	$18.71
RC - 2-Wire ISDN Digital Grade Loop - Zone 3	USL2X	$68.38	$30.78	$40.17	$42.36	$48.42	$41.40	NA	$53.29	$28.25
RC - 2-Wire ISDN Digital Grade Loop - Zone 4	USL2X	NA	NA	NA	NA	NA	$54.64	NA	NA	NA
Combination Rates										
RC - 2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port - Statewide	Note 8	NA	NA	NA	NA	NA	NA	$43.45	NA	NA
RC - 2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port - Zone 1	Note 8	$39.65	$30.99	$35.36	$34.40	$34.84	$73.77	NA	$60.42	$34.41
RC - 2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port - Zone 2	Note 8	$54.16	$36.41	$38.74	$44.10	$43.20	$80.78	NA	$73.98	$36.92
RC - 2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port - Zone 3	Note 8	$84.80	$39.30	$53.64	$55.35	$59.69	$93.31	NA	$87.03	$46.46
RC - 2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port - Zone 4	Note 8	NA	NA	NA	NA	NA	$106.55	NA	NA	NA
NRC - 2-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Port - 1st conversion	USACB	$79.12	$86.79	$239.95	$79.12	$79.01	$79.12	$174.35	$79.12	$117.23
NRC - 2-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Port - Add'l conversion	USACB	$54.04	$54.04	$156.92	$54.04	$53.97	$54.04	$174.35	$54.04	$117.23
NRC - 2-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Port - Non Feature Subsequent Activity	USASB	$53.50	$53.50	$53.50	$53.50	$53.50	$53.50	$53.50	$53.50	$212.88
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces (Note 7)	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - 2-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Port - Incremental Cost- Manual Service Order - 1st	SOMAN	$19.99	$21.56	$19.99	$19.99	$19.99	$19.99	$19.99	$19.99	$19.99
NRC - 2-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Port - Incremental Cost- Manual Service Order - Addl	SOMAN	$19.99	$21.56	$19.99	$19.99	$19.99	$19.99	$19.99	$19.99	$19.99
NRC - Electronic Service Order Disconnect		$0.42	$0.42	$0.42	$0.42	$0.42	$0.42	$0.42	$0.42	$0.42
NRC - Incremental Manual Service Order Disconnect		$20.00	$3.84	$20.00	$20.00	$20.00	$20.00	$20.00	$20.00	$20.00

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port										
4 - Wire ISDN DS1 Digital Trunk Port	UEPPP	$186.02	$95.39	$163.16	$113.21	$107.55	$213.21	$179.01	$214.79	$78.40
4 - Wire DS1 Digital Loop										
RC - 4- Wire DS1 Digital Loop- Statewide	USL4P	NA	NA	NA	NA	NA	NA	$62.71	NA	NA
RC - 4- Wire DS1 Digital Loop- Zone 1	USL4P	$51.74	$92.48	$55.53	$106.04	$100.70	$50.99	NA	$59.61	$57.73
RC - 4- Wire DS1 Digital Loop- Zone 2	USL4P	$84.05	$119.68	$3.21	$135.15	$129.12	$67.58	NA	$89.90	$75.40
RC - 4- Wire DS1 Digital Loop- Zone 3	USL4P	$152.29	$194.70	$101.93	$186.26	$344.16	$96.58	NA	$119.06	$98.59
RC - 4-Wire DS1 Digital Loop - Zone 4	USL4P	NA	NA	NA	NA	NA	$127.47	NA	NA	NA
Combination Rates										
RC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port - Statewide	Note 8	NA	NA	NA	NA	NA	NA	$241.72	NA	NA
RC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port - Zone 1	Note 8	$237.76	$187.87	$218.69	$219.25	$208.25	$264.20	NA	$274.40	$136.13
RC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port - Zone 2	Note 8	$270.07	$215.07	$227.29	$248.36	$236.67	$280.79	NA	$304.69	$153.80
RC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port - Zone 3	Note 8	$338.31	$290.08	$265.09	$299.47	$451.57	$309.79	NA	$333.85	$176.99
RC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port - Zone 4	Note 8	NA	NA	NA	NA	NA	$340.68	NA	NA	NA
Local Number Portability										
Local Number Portability (1 per port)	LNPCN	$1.75	$1.75	$1.75	$1.75	$1.75	$1.75	$1.75	$1.75	$1.75
Interface (Provsioning Only)										
Voice/Data	PR71V	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Digital Data	PR71D	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Inward Data	PR71E	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Non-Recurring Charges										
NRC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port Combination - 1st conversion	USACP	$240.30	$247.97	$269.96	$240.30	$239.95	$240.30	$481.51	$240.30	$328.53
NRC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port Combination - Add'l conversion	USACP	$157.17	$157.17	$269.96	$157.17	$156.94	$157.17	$481.51	$157.17	$328.53
NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Channel Activation - Per Channel	USASP	$29.06	$29.06	$28.71	$29.06	$29.01	$29.06	$36.92	$29.06	$28.39
NRC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port Combination - Subsequent Inward/2-way Telephone Numbers	PR7TG	$0.98	$0.9804	$0.9686	$0.98	$0.98	$0.98	$1.17	$0.98	$0.9353
NRC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port Combination - Subsequent Outward Telephone numbers	PR7TP	$23.02	$23.02	$22.75	$23.02	$22.99	$23.02	$28.17	$23.02	$22.36
NRC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port Combination - Subsequent Inward Telephone Numbers	PR7ZT	$46.05	$46.05	$45.49	$46.05	$45.98	$46.05	$56.33	$46.05	$44.71
NRC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port Combination - Subsequent Service Order Per Order	USASP	$147.47	$147.47	$147.47	$147.47	$147.47	$147.47	$255.25	$147.47	$189.76
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces (Note 7)	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - 4-Wire DS1 Digital Loop with 4-wire ISDN Digital Port - Incremental Cost-Manual Service Order - 1st	SOMAN	$19.99	$21.56	$19.99	$19.99	$19.99	$19.99	$19.99	$19.99	$19.99
NRC - 4-Wire ISDN Digital Loop with 4-wire ISDN Digital Port - Incremental Cost-Manual Service Order - Addl	SOMAN	$19.99	$21.56	$19.99	$19.99	$19.99	$19.99	$19.99	$19.99	$19.99
NRC - Electronic Service Order Disconnect		$0.42	$0.42	$0.42	$0.42	$0.42	$0.42	$0.42	$0.42	$0.42
NRC - Incremental Manual Service Order Disconnect		$20.00	$3.84	$20.00	$20.00	$20.00	$20.00	$20.00	$20.00	$20.00
4 - Wire DS1 Digital Loop with 4 - Wire DDITS Trunk Port										
4 - Wire DDITS Digital Trunk Port (Formerly DID Trunk Port)	UDD1T	$130.23	$63.31	$120.80	$83.28	$149.27	$146.46	$123.65	TBD	$120.00
4 - Wire DS1 Digital Loop	USLDC									
4 - Wire DS1 Digital Loop - Statewide	USLDC	NA	NA		NA	NA	NA	$62.71	NA	NA
4 - Wire DS1 Digital Loop - Zone 1	USLDC	$51.74	$64.69	$55.53	$106.04	$56.32	$50.99	NA	$59.61	$57.73
4 - Wire DS1 Digital Loop - Zone 2	USLDC	$84.05	$94.71	$64.13	$135.15	$96.73	$67.58	NA	$89.90	$75.40
4 - Wire DS1 Digital Loop - Zone 3	USLDC	$152.29	$208.93	$101.93	$186.26	$197.57	$96.58	NA	$119.06	$98.59
4 - Wire DS1 Digital Loop - Zone 4	USLDC	NA	NA	NA	NA	NA	$127.47	NA	NA	NA
Combination Rates										
4 - Wire DS1 Digital Loop with 4 - Wire DDITS Trunk Port - Statewide	Note 8	NA	NA	NA	NA	NA	NA	$186.36	NA	NA
4 - Wire DS1 Digital Loop with 4 - Wire DDITS Trunk Port - Zone 1	Note 8	$181.97	$128.00	$176.33	$189.32	$205.59	$197.45	NA	TBD	$93.28
4 - Wire DS1 Digital Loop with 4 - Wire DDITS Trunk Port - Zone 2	Note 8	$214.28	$158.02	$184.93	$218.43	$246.00	$214.04	NA	TBD	$110.95

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
4 - Wire DS1 Digital Loop with 4 - Wire DDITS Trunk Port - Zone 3	Note 8	$282.52	$272.24	$222.73	$269.54	$346.84	$243.04	NA	TBD	$134.14
4 - Wire DS1 Digital Loop with 4 - Wire DDITS Trunk Port - Zone 4	Note 8	NA	NA	NA	NA	NA	$273.93	NA	NA	NA
Local number Portability per DSO Activated	LNPCP	$3.15	$3.15	$3.15	$3.15	$3.15	$3.15	$3.15	$3.15	$3.15
Central Office Terminating Point	CTG	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Telephone Number / Trunk Group establishment										
Telephone Number for 2-Way Trunk Group	UDTGX	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Telephone Number for 1-Way Outward Trunk Group	UDTGY	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Telephone Number for 1-Way Inward Trunk Group Without DID	UDTGZ	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers (FL, GA, NC, & SC only)	NDZ	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers (AL, KY, LA, MS, & TN). In addition, Provides Additional DID Numbers for each Group of 20 DID Numbers (Valid in All States)	ND4	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
DID Numbers, Non- consecutive DID Numbers , Per Number	ND5	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Interoffice Channel Mileage - (Dedicated DS1) FX/FCO for 4 - Wire DS1 Digital Loop with 4 - Wire DDITS Trunk Port										
Fixed cost 0-8 miles (Facilities Termination)	1LNO1	$79.69	$92.62	$63.39	$55.05	$93.40	$74.40	$71.29	$94.98	$75.83
Additional costs per mile 0-8 miles	1LNOA	$0.6920	$0.2000	$0.3068	$0.4500	$0.7831	$0.6598	$0.0783	$0.7598	$0.3525
Fixed cost 9-25 miles (Facilities Termination)	1LN02	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
additional costs per mile 9-25 miles	1LNOB	$0.6920	$0.2000	$0.3068	$0.4500	$0.7831	$0.6598	$0.0783	$0.7598	$0.3525
Fixed cost 25 + miles (Facilities Termination)	1LNO3	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Additional costs 25 + miles	1LNOC	$0.6920	$0.2000	$0.3068	$0.4500	$0.7831	$0.6598	$0.0783	$0.7598	$0.3525
Enhanced Performance Charges										
Enhanced Performance Charges - as negotiated in contract	UDTPC	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
Non-recurring Charges										
NRC - 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces (Note 7)	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC- 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port - Incremental Cost-Manual Service Order - 1st	SOMAN	$19.99	$21.56	$37.88	$19.99	$19.99	$19.99	$19.99	$19.99	$19.99
NRC- 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port - Incremental Cost-Manual Service Order - Add'l	SOMAN	$19.99	$21.56	$16.84	$19.99	$19.99	$19.99	$19.99	$19.99	$19.99
NRC - Electronic Service Order Disconnect		TBD	$0.42	TBD	TBD	TBD	TBD	TBD	TBD	TBD
NRC - Incremental Manual Service Order Disconnect		$20.00	$3.84	$20.00	$20.00	$20.00	$20.00	$20.00	$20.00	$20.00
NRC -4 - Wire DS1 Digital Loop with 4 - Wire DDITS Trunk Port -Conversion - Switch as is - 1st	USAC4	TBD	$268.82	$269.96	$261.15	$266.76	TBD	$490.38	TBD	$312.91
NRC -4 - Wire DS1 Digital Loop with 4 - Wire DDITS Trunk Port - Conversion - Switch as is - Additional	USAC4	TBD	$134.07	$269.96	$134.08	$123.16	TBD	$490.38	TBD	$312.91
NRC -4 - Wire DS1 Digital Loop with 4 - Wire DDITS Trunk Port - Conversion with DS1 changes - 1st	USAWA	TBD	$268.82	$269.96	$261.15	$266.76	TBD	$490.38	TBD	$312.91
NRC -4 - Wire DS1 Digital Loop with 4 - Wire DDITS Trunk Port - Conversion with DS1 Changes - Additional	USAWA	TBD	$134.07	$269.96	$134.08	$123.16	TBD	$490.38	TBD	$312.91
NRC -4 - Wire DS1 Digital Loop with 4 - Wire DDITS Trunk Port - Conversion with Change - Trunks - 1st	USAWB	TBD	$268.82	$269.96	$261.15	$266.76	TBD	$490.38	TBD	$312.91
NRC -4 - Wire DS1 Digital Loop with 4 - Wire DDITS Trunk Port - Conversion with Change - Trunks - Additional	USAWB	TBD	$134.07	$269.96	$134.08	$123.16	TBD	$490.38	TBD	$312.91
NRC -4 - Wire DS1 Digital Loop with 4 - Wire DDITS Digital Trunk Port - Subsequent Service Activity Per Service Order	USAS4	TBD	$54.00	$147.47	TBD	$68.57	TBD	$127.63	TBD	$94.88
NRC -4 - Wire DS1 Digital Loop with 4 - Wire DDITS Trunk Port - New - 1st	UDDIT	NA	NA	$858.30	NA	NA	NA	NA	NA	NA
NRC -4 - Wire DS1 Digital Loop with 4 - Wire DDITS Trunk Port - New - Additional	UDDIT	NA	NA	$514.02	NA	NA	NA	NA	NA	NA
NRC -4 - Wire DS1 Digital Loop with 4 - Wire DDITS Trunk Port - New - 1st - Disconnect	UDDIT	NA	NA	TBD	NA	NA	NA	NA	NA	NA

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC -4 - Wire DS1 Digital Loop with 4 - Wire DDITS Trunk Port - New - Additional Disconnect	UDDIT	TBD	NA	TBD	TBD	NA	TBD	$11.98	TBD	$15.29
NRC -4 - Wire DS1 Digital Loop with 4 - Wire DDITS Trunk Port - Subsequent Channel Activation - Per Channel - 2-Way Trunk	UDTTA	TBD	$28.96	$28.71	$28.96	$26.60	TBD	$146.91	TBD	$108.67
NRC -4 - Wire DS1 Digital Loop with 4 - Wire DDITS Trunk Port - Subsequent Channel Activation - Per Channel - 1-Way Outward Trunk	UDTTB	TBD	$28.96	$28.71	$28.96	$26.60	TBD	$146.91	TBD	$108.67
NRC -4 - Wire DS1 Digital Loop with 4 - Wire DDITS Trunk Port - Subsequent Channel Activation - Per Channel - 1-Way Inward Trunk Without DID	UDTTC	TBD	$28.96	$28.71	$28.96	$26.60	TBD	$146.91	TBD	$108.67
NRC -4 - Wire DS1 Digital Loop with 4 - Wire DDITS Trunk Port - Subsequent Channel Activation - Per Channel - 1-Way Inward Trunk With DID	UDTTD	TBD	$28.96	$28.71	$28.96	$26.60	TBD	$146.91	TBD	$108.67
NRC -4 - Wire DS1 Digital Loop with 4 - Wire DDITS Trunk Port - Subsequent Channel Activation - Per Channel - 2-Way DID with User Transfer	UDTTE	TBD	$28.96	$28.71	$28.96	$26.60	TBD	$146.91	TBD	$108.67
NRC -4 - Wire DS1 Digital Loop with 4 - Wire DDITS Digital Trunk Port - Subsequent Signaling Changes		TBD	TBD	TBD	TBD	TBD	TBD	$29.65	TBD	$22.92
NRC -4 - Wire DS1 Digital Loop with 4 - Wire DDITS Digital Trunk Port - Subsequent Telephone Numbers		TBD	TBD	TBD	TBD	TBD	TBD	$120.96	TBD	$88.68
NRC - Interoffice Channel Mileage - (Dedicated DS1) FX/FCO for 4 - Wire DS1 Digital Loop with 4 - Wire DDITS Trunk PortFixed cost 0-8 miles (Facilities Termination) - 1st - New Only	1LNO1	$198.15	NA	$147.07	NA	NA	NA	NA	NA	NA
NRC - Interoffice Channel Mileage - (Dedicated DS1) FX/FCO for 4 - Wire DS1 Digital Loop with 4 - Wire DDITS Trunk PortFixed cost 0-8 miles (Facilities Termination) - Additional - New Only	1LNO2	$148.18	NA	$111.75	NA	NA	NA	NA	NA	NA
NRC - Interoffice Channel Mileage - (Dedicated DS1) FX/FCO for 4 - Wire DS1 Digital Loop with 4 - Wire DDITS Trunk PortFixed cost 0-8 miles (Facilities Termination) - Disconnect - 1st - New Only	1LNO3	$25.44	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Interoffice Channel Mileage - (Dedicated DS1) FX/FCO for 4 - Wire DS1 Digital Loop with 4 - Wire DDITS Trunk PortFixed cost 0-8 miles (Facilities Termination) - Disconnect Additional - New Only	1LNO4	$20.42	NA	NA	NA	NA	NA	NA	NA	NA
BIPOLAR 8 ZERO SUSTITUTION										
NRC - Superframe Format - Conversion or new install 1st	CCOSF	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC - Superframe Format - Conversion or new install Additional	CCOSF	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC - Extended Superframe Format - Change or Subsequent Activity - 1st	CCOSF	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC - Extended Superframe Format - Change or Subsequent Activity - Additional	CCOSF	$600.00	$655.00	$600.00	$730.00	$605.00	$600.00	$615.00	$605.00	$590.00
NRC - Extended Superframe Format - Conversion or New Install 1st	CCOEF	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC - Extended Superframe Format - Conversion or New Install - Additional	CCOEF	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC - Extended Superframe Format - Change or Subsequent Activity - 1st	CCOEF	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC - Extended Superframe Format - Change or Subsequent Activity - Additional	CCOEF	$600.00	$655.00	$600.00	$730.00	$605.00	$600.00	$615.00	$605.00	$590.00
Alternate Mark Inversion (AMI)										
NRC - Superframe Format - 1st	MCOSF	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC - Superframe Format - Additional	MCOSF	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC - Extended Superframe Format - 1st	MCOPO	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC - Extended Superframe Format - Additional	MCOPO	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2-Wire Voice Grade Loop with 2-Wire Line Port PBX										
2-Wire Analog Line Port (PBX), per month										
2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence	UEPRD	$2.20	$1.35	$1.79	$2.61	$2.55	$2.12	$2.28	$3.69	$4.54
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPC	$2.20	$1.35	$1.79	$2.61	$2.55	$2.12	$2.28	$3.69	$4.54
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPPO	$2.20	$1.35	$1.79	$2.61	$2.55	$2.12	$2.28	$3.69	$4.54
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPP1	$2.20	$1.35	$1.79	$2.61	$2.55	$2.12	$2.28	$3.69	$4.54
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT	UEPA2	$2.20	NA	NA	NA	NA	NA	NA	NA	NA

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT	UEPL2	NA	NA	NA	NA	$2.55	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS	UEPLD	$2.20	$1.35	$1.79	$2.61	$2.55	$2.12	$2.28	$3.69	$4.54
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT	UEPT2	NA	NA	NA	NA	NA	NA	NA	NA	$4.54
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT	UEPTO	NA	NA	NA	NA	NA	NA	NA	NA	$4.54
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEPXA	$2.20	$1.35	$1.79	$2.61	$2.55	$2.12	$2.28	$3.69	$4.54
2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEPXB	$2.20	$1.35	$1.79	$2.61	$2.55	$2.12	$2.28	$3.69	$4.54
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPXC	$2.20	$1.35	$1.79	$2.61	$2.55	$2.12	$2.28	$3.69	$4.54
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPXD	$2.20	$1.35	$1.79	$2.61	$2.55	$2.12	$2.28	$3.69	$4.54
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT	UEPXE	$2.20	$1.35	$1.79	$2.61	$2.55	$2.12	$2.28	$3.69	$4.54
2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD	UEPXF	NA	NA	NA	$2.61	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT	UEPXG	NA	NA	NA	$2.61	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT	UEPXH	NA	NA	NA	$2.61	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD	UEPXJ	NA	NA	NA	$2.61	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT	UEPXK	NA	NA	NA	NA	$2.55	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXL	$2.20	$1.35	$1.79	$2.61	$2.55	$2.12	$2.28	$3.69	$4.54
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	UEPXM	$2.20	$1.35	$1.79	$2.61	$2.55	$2.12	$2.28	$3.69	$4.54
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINIATRATIVE CALLING PORTTENNESSEE CALLING PORT	UEPXN	NA	NA	NA	NA	NA	NA	NA	NA	$4.54
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DIACOUNT ROOM CALLING PORT	UEPXO	$2.20	$1.35	$1.79	$2.61	$2.55	$2.12	$2.28	$3.69	$4.54
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT	UEPXP	NA	NA	NA	NA	$2.55	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT	UEPXQ	NA	NA	NA	NA	NA	$2.12	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT	UEPXR	NA	NA	NA	NA	NA	$2.12	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT	UEPXS	$2.20	$1.35	$1.79	$2.61	$2.55	$2.12	$2.28	$3.69	$4.54
2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT	UEPXT	NA	NA	NA	NA	NA	NA	NA	$3.69	NA
2-WIRE VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT	UEPXU	NA	NA	NA	NA	NA	NA	NA	NA	$4.54
2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV CALLING PORT	UEPXV	NA	NA	NA	NA	NA	NA	NA	NA	$4.54
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPCP									
2-Wire Voice Grade Loop (SL1)										
RC - 2- Wire Voice Grade Loop - Statewide	UEPLX	NA	NA	NA	NA	NA	NA	$14.18	NA	NA
RC - 2- Wire Voice Grade Loop - Zone 1	UEPLX	$14.35	$14.90	$10.80	$14.79	$14.05	$14.59	NA	$17.02	$12.48
RC - 2- Wire Voice Grade Loop - Zone 2	UEPLX	$23.31	$18.51	$12.47	$27.68	$24.14	$19.33	NA	$25.66	$14.42
RC - 2- Wire Voice Grade Loop - Zone 3	UEPLX	$42.24	$24.25	$19.83	$47.78	$49.30	$27.63	NA	$33.99	$21.77
RC - 2- Wire Voice Grade Loop - Zone 4	UEPLX	NA	NA	NA	NA	NA	$36.47	NA	NA	NA
Combination Rates										
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Statewide	Note 8	NA	NA	NA	NA	NA	NA	$16.46	NA	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 1 (Note 6)	Note 8	$16.55	$16.25	$12.59	#VALUE!	$16.60	$16.71	NA	$20.71	$17.02
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 2 (Note 6)	Note 8	$25.51	$19.86	$14.26	#VALUE!	$26.69	$21.45	NA	$29.35	$18.96
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 3 (Note 6)	Note 8	$44.44	$25.60	$21.62	#VALUE!	$51.85	$29.75	NA	$37.68	$26.31
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 4 (Note 6)	Note 8	NA	NA	NA	NA	NA	$38.59	NA	NA	NA

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Nonrecurring Charges										
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st, Switch as is	USAC2	$2.80	$15.82	$2.01	$10.00	$3.80	$5.20	$2.77	$1.59	$1.03
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l, Switch as is	USAC2	$0.41	$3.80	$0.3108	$10.00	$0.29	$0.41	$0.40	$0.40	$0.2886
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st, Switch with change	USACC	$2.80	$15.82	$2.01	$10.00	$3.80	$5.20	$2.77	$1.59	$1.03
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l, Switch with change	USACC	$0.41	$3.80	$0.3108	$10.00	$0.29	$0.41	$0.40	$0.40	$0.2886
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent	USAS2	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces (Note 7)	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic - 1st	SOMAN	$40.71	$21.56	$33.67	$19.99	$31.92	$43.52	$40.18	$43.19	$30.89
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic - Add'l	SOMAN	$9.58	$21.56	$7.88	$19.99	$7.32	$0.99	$9.45	$9.91	$7.03
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Electronic		$1.44	TBD	TBD	TBD	$2.11	$2.87	$1.42	$0.71	$0.76
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Manual Service Order		$8.25	TBD	TBD	TBD	$5.12	$6.88	$10.27	$8.91	$7.97
NRC - Electronic Service Order Disconnect		TBD	$0.42	TBD	TBD	TBD	TBD	TBD	TBD	TBD
NRC - Incremental Manual Service Order Disconnect		$20.00	$3.84	$20.00	$20.00	$20.00	$20.00	$20.00	$20.00	$20.00
NRCs for New (not Currently Combined) as ordered in Georgia:										
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPRD	NA	NA	$22.14	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPRD	NA	NA	$15.25	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPPC	NA	NA	$22.14	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPPC	NA	NA	$15.25	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPPO	NA	NA	$22.14	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPPO	NA	NA	$15.25	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPP1	NA	NA	$22.14	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPP1	NA	NA	$15.25	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPLD	NA	NA	$22.14	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPLD	NA	NA	$15.25	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPXA	NA	NA	$22.14	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPXA	NA	NA	$15.25	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPXB	NA	NA	$22.14	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPXB	NA	NA	$15.25	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPXC	NA	NA	$22.14	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPXC	NA	NA	$15.25	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPXD	NA	NA	$22.14	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPXD	NA	NA	$15.25	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPXE	NA	NA	$22.14	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPXE	NA	NA	$15.25	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPXL	NA	NA	$22.14	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPXL	NA	NA	$15.25	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPXM	NA	NA	$22.14	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPXM	NA	NA	$15.25	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPXO	NA	NA	$22.14	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPXO	NA	NA	$15.25	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPXS	NA	NA	$22.14	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPXS	NA	NA	$15.25	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent	USAS2	NA	NA	$10.00	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Disconnect - 1st		NA	NA	$8.45	NA	NA	NA	NA	NA	NA

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Disconnect - Add'l		NA	NA	$3.91	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces (Note 7)	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Incremental Cost Manual vs. Electronic - New - 1st		NA	NA	$37.06	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Incremental Cost Manual vs. Electronic - New - Add'l		NA	NA	$8.19	NA	NA	NA	NA	NA	NA
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Electronic		NA	NA	TBD	NA	NA	NA	NA	NA	NA
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Manual Service Order		NA	NA	TBD	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Incremental Cost Manual vs. Electronic - New - Disconnect		NA	NA	$11.17	NA	NA	NA	NA	NA	NA
All Other Loop/Port Combinations		TBD	TBD	Note 2	TBD	TBD	TBD	TBD	TBD	TBD
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPCX									

NOTES:

Interim rates subject to true-up.

1. Market Rates will apply in those areas where BellSouth is not required to provide circuit switching pursuant to FCC rules.

2. In Georgia, rates will apply for Currently Combined as well as not Currently Combined loop/port combinations unless otherwise identified.

3. In the absence of ordered rates by a State Commission, the recurring rates for Currently Combined combinations of loop/port network elements will be the sum of the recurring rates for the UNEs which make up the combinations, and the nonrecurring rates sha

4. End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements.

5. Deleted

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

7. In the absence of ordered OSS rates by a state commission, BellSouth will offer regionwide rates

8. There is not a unique combination USOC. CLEC should submit the loop and port USOCs.

9. Rates in TN and FL are interim and shall be trued-up when final rates are ordered.

ENHANCED EXTENDED LINKS (EELs)										
New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].										
DS1 Interoffice Channel and 2-wire VG Local Loop EEL:	**USOC**	**AL**	**FL**	**GA**	**KY**	**LA**	**MS**	**NC**	**SC**	**TN**
Recurring Charges										
2-wire VG Loop per month, statewide	UEAL2	NA	$20.52	NA	NA	NA	NA	$19.50	NA	NA
2-wire VG Loop per month, Zone 1 (Note 1)	UEAL2	NA	TBD	$15.40	NA	$17.65	NA	TBD	NA	$15.54
2-wire VG Loop per month, Zone 2 (Note 1)	UEAL2	NA	TBD	$17.78	NA	$30.32	NA	TBD	NA	$19.55
2-wire VG Loop per month, Zone 3 (Note 1)	UEAL2	NA	TBD	$28.26	NA	$61.93	NA	TBD	NA	$28.02
2-wire VG Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	NA	$0.6013	$0.4523	NA	$0.7831	NA	$0.5753	NA	$0.3525
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	NA	$99.79	$78.47	NA	$93.40	NA	$71.29	NA	$75.83
DS1 Channelized System per month	MQ1	NA	$153.60	$18.23	NA	$209.87	NA	$177.72	NA	$165.21
VG (COCI) interface card per month	1D1VG	NA	$1.45	$2.20	NA	$1.62	NA	$1.64	NA	$1.25
Non-Recurring Charges - New EEL (Note 2)(Note 3)										
NRC- DS1 interoffice Facility Termination - 1st	U1TF1	NA	$171.01	$142.64	NA	$160.49	NA	$217.17	NA	$165.53
NRC-DS1 interoffice Facility Termination - Add'l	U1TF1	NA	$101.84	$94.87	NA	$123.03	NA	$163.75	NA	$124.84
NRC-2-wire VG Local Loop - 1st	UEAL2	NA	$38.02	$77.54	NA	$128.42	NA	$142.97	NA	$103.76
NRC-2-wire VG Local Loop - Add'l	UEAL2	NA	$35.15	$51.57	NA	$93.60	NA	$106.56	NA	$65.84
NRC-DS1 Channelization System -1st	MQ1	NA	$275.18	$206.09	NA	$220.07	NA	$193.63	NA	$222.87
NRC-DS1 Channelization System - Add'l	MQ1	NA	$137.77	$137.06	NA	$135.20	NA	$118.37	NA	$135.80
NRC-VG(COCI)interface card -1st	1D1VG	NA	$12.16	$12.02	NA	$12.29	NA	$15.76	NA	$12.61
NRC-VG(COCI)interface card - Add'	1D1VG	NA	$8.77	$8.66	NA	$8.80	NA	$11.28	NA	$9.03
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Electron	SOMEC	NA	$3.17	$3.50	NA	$3.50	NA	$3.50	NA	$3.50
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Manual	SOMAN	NA	$25.40	NA	NA	NA	NA	NA	NA	$19.99
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Manual	SOMAN	NA	NA	$33.63	NA	$242.20	NA	$66.20	NA	NA
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Manual	SOMAN	NA	NA	$27.49	NA	$153.37	NA	$51.40	NA	NA
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Manual	SOMAN	NA	NA	$19.88	NA	$45.91	NA	NA	NA	NA
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Manual	SOMAN	NA	NA	$11.85	NA	$8.06	NA	NA	NA	NA
DS1 Interoffice Channel and 4-wire VG Local Loop EEL:										
Recurring Charges										
4-wire VG Loop per month	UEAL4	NA	NA	NA	NA	NA	NA	$27.49	NA	NA
4-wire VG Loop per month, Zone 1 (Note 1)	UEAL4	NA	$24.26	$22.88	NA	$24.36	NA	NA	NA	$15.92
4-wire VG Loop per month, Zone 2 (Note 1)	UEAL4	NA	$35.51	$26.42	NA	$41.85	NA	NA	NA	$20.79
4-wire VG Loop per month, Zone 3 (Note 1)	UEAL4	NA	$78.35	$41.99	NA	$86.47	NA	NA	NA	$27.18
4-wire VG Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	NA	$0.6013	$0.4523	NA	$0.7831	NA	$0.0783	NA	$0.3525
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	NA	$99.79	$78.47	NA	$93.40	NA	$71.29	NA	$75.83
DS1 Channelized System per month	MQ1	NA	$153.60	$18.23	NA	$209.87	NA	$177.72	NA	$165.21
VG (COCI) interface card per month	1D1VG	NA	$1.45	$2.67	NA	$1.62	NA	$1.64	NA	$1.25
Non-Recurring Charges - New EEL (Note 2) (Note 3)										
NRC- DS1 interoffice Facility Termination - 1st	U1TF1	NA	$171.01	$142.64	NA	$160.49	NA	$534.48	NA	$165.53
NRC-DS1 interoffice Facility Termination - Add'l	U1TF1	NA	$101.84	$94.87	NA	$123.03	NA	$462.69	NA	$124.84
NRC-4-wire VG Local Loop - 1st	UEAL4	NA	$329.76	$228.99	NA	$128.42	NA	$288.47	NA	$103.76
NRC-4-wire VG Local Loop - Add'l	UEAL4	NA	$178.91	$203.26	NA	$93.60	NA	$237.45	NA	$65.84
NRC-DS1 Channelization System -1st	MQ1	NA	$275.18	$206.09	NA	$220.07	NA	$301.74	NA	$222.87
NRC-DS1 Channelization System - Add'l	MQ1	NA	$137.77	$137.06	NA	$135.20	NA	$182.57	NA	$135.80
NRC-VG(COCI)interface card -1st	1D1VG	NA	$12.16	$12.02	NA	$12.29	NA	$15.76	NA	$12.61
NRC-VG(COCI)interface card - Add'	1D1VG	NA	$8.77	$8.66	NA	$8.80	NA	$11.28	NA	$9.03
NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Electronic Sv	SOMEC	NA	$3.17	$3.50	NA	$3.50	NA	$3.50	NA	$3.50
NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Manual Svc C	SOMAN	NA	$25.40	NA	NA	NA	NA	NA	NA	$19.99
NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Manual Svc C	SOMAN	NA	NA	$33.63	NA	$242.20	NA	$66.20	NA	NA
NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Manual Svc C	SOMAN	NA	NA	$27.49	NA	$153.37	NA	$51.40	NA	NA
NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Manual Svc C	SOMAN	NA	NA	$19.88	NA	$45.91	NA	NA	NA	NA
NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Manual Svc C	SOMAN	NA	NA	$11.85	NA	$8.06	NA	NA	NA	NA

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].											
DS1 Interoffice Channel and 2-wire ISDN Local Loop:											
Recurring Charges											
2-wire ISDN Loop per month	U1L2X	NA	NA	NA	NA	NA	NA	$24.98	NA	NA
2-wire ISDN Loop per month, Zone 1 (Note 1)	U1L2X	NA	$32.34	$21.89	NA	$21.15	NA	TBD	NA	$15.54
2-wire ISDN Loop per month, Zone 2 (Note 1)	U1L2X	NA	$47.35	$25.27	NA	$36.22	NA	TBD	NA	$19.55
2-wire ISDN Loop per month, Zone 3 (Note 1)	U1L2X	NA	$104.47	$40.17	NA	$74.19	NA	TBD	NA	$28.02
2-wire ISDN Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	NA	$0.6013	$0.4523	NA	$0.7831	NA	$0.5753	NA	$0.3525
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	NA	$99.79	$78.47	NA	$93.40	NA	$71.29	NA	$75.83
DS1 Channelized System per month	MQ1	NA	$153.60	$18.23	NA	$209.87	NA	$177.72	NA	$165.21
2-wire ISDN(BRITE COCI) per month	UC1CA	NA	$3.83	$3.71	NA	$4.18	NA	$3.76	NA	$3.33
Non-Recurring Charges - New EEL (Note 2)(Note 3)										
NRC- DS1 interoffice Facility Termination - 1st	U1TF1	NA	$171.01	$142.64	NA	$160.49	NA	$217.17	NA	$165.53
NRC-DS1 interoffice Facility Termination - Add'l	U1TF1	NA	$101.84	$94.87	NA	$123.03	NA	$163.75	NA	$124.84
NRC- 2-wire ISDN Local Loop - 1st	U1L2X	NA	$329.76	$77.54	NA	$223.27	NA	$325.91	NA	$58.50
NRC- 2-wire ISDN Local Loop - Add'l	U1L2X	NA	$148.55	$51.57	NA	$172.63	NA	$251.31	NA	$31.00
NRC-DS1 Channelization System -1st	MQ1	NA	$275.18	$206.09	NA	$220.07	NA	$301.74	NA	$222.87
NRC-DS1 Channelization System - Add'l	MQ1	NA	$137.77	$137.06	NA	$135.20	NA	$182.57	NA	$135.80
NRC-2-wire BRITE(COCI)interface card -1st	UC1CA	NA	$12.16	$12.02	NA	$12.29	NA	$15.76	NA	$12.61
NRC-2-wire BRITE(COCI)interface card -Add'l	UC1CA	NA	$8.77	$8.66	NA	$8.80	NA	$11.28	NA	$9.03
NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - Electronic S	SOMEC	NA	$3.17	$3.50	NA	$3.50	NA	$3.50	NA	$3.50
NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - Manual Svc	SOMAN	NA	$25.40	NA	NA	NA	NA	NA	NA	$19.99
NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - Manual Svc	SOMAN	NA	NA	$33.63	NA	$57.58	NA	$38.07	NA	NA
NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - Manual Svc	SOMAN	NA	NA	$27.49	NA	$36.31	NA	$38.07	NA	NA
NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - Manual Svc	SOMAN	NA	NA	$19.88	NA	$16.12	NA	NA	NA	NA
NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - Manual Svc	SOMAN	NA	NA	$11.85	NA	$8.06	NA	NA	NA	NA
DS1 Interoffice Channel and 4-wire 56 kbps Local Loop:										
Recurring Charges										
4-wire 56kbps Loop per month	UDL56	NA	NA	NA	NA	NA	NA	$32.67	NA	NA
4-wire 56kbps Loop per month, Zone 1 (Note 1)	UDL56	NA	$39.08	$26.44	NA	$27.50	NA	TBD	NA	$36.45
4-wire 56kbps Loop per month, Zone 2 (Note 1)	UDL56	NA	$57.21	$26.42	NA	$47.24	NA	TBD	NA	$45.87
4-wire 56kbps Loop per month, Zone 3 (Note 1)	UDL56	NA	$126.22	$46.53	NA	$96.48	NA	TBD	NA	$65.75
4-wire 56kbps Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	NA	$0.6013	$0.4523	NA	$0.7831	NA	$0.5753	NA	$0.3525
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	NA	$99.79	$78.47	NA	$93.40	NA	$71.29	NA	$75.83
DS1 Channelized System per month	MQ1	NA	$153.60	$18.23	NA	$209.87	NA	$177.72	NA	$165.21
4-wire 56kbps card COCI per month	1D1DD	NA	$2.20	$1.06	NA	$3.12	NA	$2.88	NA	$2.46
Non-Recurring Charges - New EEL (Note 2) (Note 3)										
NRC- DS1 interoffice Facility Termination - 1st	U1TF1	NA	$171.01	$142.64	NA	$160.49	NA	$217.17	NA	$165.53
NRC-DS1 interoffice Facility Termination - Add'l	U1TF1	NA	$101.84	$94.87	NA	$123.03	NA	$163.75	NA	$124.84
NRC-4-wire 56kbps Local Loop - 1st	UDL56	NA	$329.76	$395.14	NA	$333.28	NA	$489.04	NA	$643.00
NRC-4-wire 56kbps Local Loop - Add'l	UDL56	NA	$148.55	$206.98	NA	$230.50	NA	$337.51	NA	$421.26
NRC-DS1 Channelization System -1st	MQ1	NA	$275.18	$206.09	NA	$220.07	NA	$301.74	NA	$222.87
NRC-DS1 Channelization System - Add'l	MQ1	NA	$137.77	$137.06	NA	$135.20	NA	$182.57	NA	$135.80
NRC-4-wire 56kbps(COCI)interface card -1st	1D1DD	NA	$12.16	$12.02	NA	$12.29	NA	$15.76	NA	$12.61
NRC-4-wire 56kbps(COCI)interface card -Add'l	1D1DD	NA	$8.77	$8.66	NA	$8.80	NA	$11.28	NA	$9.03
NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Electronic	SOMEC	NA	$3.17	$3.50	NA	$3.50	NA	$3.50	NA	$3.50
NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Manual S	SOMAN	NA	$25.40	NA	NA	NA	NA	NA	NA	$19.99
NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Manual S	SOMAN	NA	NA	$33.63	NA	$242.20	NA	$65.01	NA	NA
NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Manual S	SOMAN	NA	NA	$27.49	NA	$153.37	NA	$50.83	NA	NA
NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Manual S	SOMAN	NA	NA	$19.88	NA	$45.91	NA	NA	NA	NA
NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Manual S	SOMAN	NA	NA	$11.85	NA	$8.06	NA	NA	NA	NA

		New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].									
		DS1 Interoffice Channel and 4-wire 64 kbps Local Loop:									
		Recurring Charges									
		4-wire 64kbps Loop per month	UDL64	NA	NA	NA	NA	NA	NA	$32.67	NA	NA
		4-wire 64kbps Loop per month, Zone 1 (Note 1)	UDL64	NA	$39.08	$26.44	NA	$27.50	NA	TBD	NA	$36.45
		4-wire 64kbps Loop per month, Zone 2 (Note 1)	UDL64	NA	$57.21	$30.53	NA	$47.24	NA	TBD	NA	$45.87
		4-wire 64kbps Loop per month, Zone 3 (Note 1)	UDL64	NA	$126.22	$46.53	NA	$96.48	NA	TBD	NA	$65.75
		4-wire 64kbps Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
		Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	NA	$0.6013	$0.4523	NA	$0.7831	NA	$0.5753	NA	$0.3525
		Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	NA	$99.79	$78.47	NA	$93.40	NA	$71.29	NA	$75.83
		DS1 Channelized System per month	MQ1	NA	$153.60	$18.23	NA	$209.87	NA	$177.72	NA	$165.21
		4-wire 64kbps card COCI per month	1D1DD	NA	$1.06	$1.06	NA	$3.12	NA	$2.88	NA	$2.46
		Non-Recurring Charges - New EEL (Note 2) (Note 3)									
		NRC- DS1 interoffice - 1st	U1TF1	NA	$171.01	$142.64	NA	$160.49	NA	$217.17	NA	$165.53
		NRC- DS1 interoffice - Add'l	U1TF1	NA	$101.84	$94.87	NA	$123.03	NA	$163.75	NA	$124.84
		NRC-4-wire 64kbps Local Loop - 1st	UDL64	NA	$329.76	$395.14	NA	$333.28	NA	$489.04	NA	$103.76
		NRC-4-wire 64kbps Local Loop - Add'l	UDL64	NA	$148.55	$206.98	NA	$230.50	NA	$337.51	NA	$65.84
		NRC-DS1 Channelization System -1st	MQ1	NA	$275.18	$206.09	NA	$220.07	NA	$301.74	NA	$222.87
		NRC-DS1 Channelization System - Add'l	MQ1	NA	$137.77	$137.06	NA	$135.20	NA	$288.33	NA	$135.80
		NRC-4-wire 64kbps(COCI)interface card -1st	1D1DD	NA	$12.16	$12.02	NA	$12.29	NA	$15.76	NA	$12.61
		NRC-4-wire 64kbps(COCI)interface card -Add'l	1D1DD	NA	$8.77	$8.66	NA	$8.80	NA	$11.28	NA	$9.03
		NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - Electronic	SOMEC	NA	$3.17	$3.50	NA	$3.50	NA	$3.50	NA	$3.50
		NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - Manual S	SOMAN	NA	$25.40	NA	NA	NA	NA	NA	NA	$19.99
		NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - Manual S	SOMAN	NA	NA	$33.63	NA	$242.20	NA	$65.01	NA	NA
		NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - Manual S	SOMAN	NA	NA	$27.49	NA	$153.37	NA	$50.83	NA	NA
		NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - Manual S	SOMAN	NA	NA	$19.88	NA	$45.91	NA	NA	NA	NA
		NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - Manual S	SOMAN	NA	NA	$11.85	NA	$8.06	NA	NA	NA	NA
		DS1 Interoffice Channel and DS1 Interoffice Local Loop:									
		Recurring Charges									
		DS1 Loop per month	USLXX	NA	NA	NA	NA	NA	NA	$62.78	NA	NA
		DS1 Loop per month, Zone 1 (Note 1)	USLXX	NA	$64.69	$52.40	NA	$56.32	NA	TBD	NA	NA
		DS1 Loop per month, Zone 2 (Note 1)	USLXX	NA	$94.71	$60.51	NA	$96.73	NA	TBD	NA	NA
		DS1 Loop per month, Zone 3 (Note 1)	USLXX	NA	$208.93	$96.18	NA	$197.57	NA	TBD	NA	NA
		DS1 Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
		Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	NA	$0.6013	$0.4523	NA	$0.7831	NA	$0.5753	NA	NA
		Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	NA	$99.79	$78.47	NA	$93.40	NA	$71.29	NA	NA
		Non-Recurring Charges - New EEL (Note 2) (Note 3)									
		NRC- DS1 interoffice - 1st	U1TF1	NA	$171.01	$142.64	NA	$160.49	NA	$217.17	NA	NA
		NRC- DS1 interoffice - Add'l	U1TF1	NA	$101.84	$94.87	NA	$123.03	NA	$163.75	NA	NA
		NRC-DS1 Local Loop - 1st	USLXX	NA	$627.78	$627.44	NA	$502.73	NA	$714.84	NA	NA
		NRC-DS1 Local Loop - Add'l	USLXX	NA	$377.43	$231.49	NA	$293.92	NA	$421.47	NA	NA
		NRC-DS1 interoffice channel and DS1 Local Loop Combination - Electronic Svc Ord	SOMEC	NA	$3.17	$3.50	NA	$3.50	NA	$3.50	NA	$3.50
		NRC-DS1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order,	SOMAN	NA	$25.40	NA	NA	NA	NA	NA	NA	$19.99
		NRC-DS1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order	SOMAN	NA	NA	$33.63	NA	$242.20	NA	$65.01	NA	NA
		NRC-DS1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order	SOMAN	NA	NA	$27.49	NA	$153.37	NA	$50.83	NA	NA
		NRC-DS1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order	SOMAN	NA	NA	$19.88	NA	$45.91	NA	NA	NA	NA
		NRC-DS1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order	SOMAN	NA	NA	$11.85	NA	$8.06	NA	NA	NA	NA
		DS3 Interoffice Channel and DS3 Local Loop:									
		Recurring Charges									
		DS3 Loop per Facility Termination per month	UE3PX	NA	$404.58	$390.34	NA	$669.01	NA	$387.01	NA	$607.28
		DS3 Loop per mile	1L5ND	NA	$11.77	$8.90	NA	$30.34	NA	$32.53	NA	$23.76
		Interoffice Channel - Dedicated - DS3 - FacilityTermination per month	1L5XX	NA	$1,121.93	$717.60	NA	$1,101	NA	$720.38	NA	$760.20
		Interoffice Channel - Dedicated - DS3 - per mile per month	U1TF3	NA	$4.17	$6.46	NA	$14.04	NA	$12.98	NA	$5.89
		Non-Recurring Charges - New EEL (Note 2)(Note 3)									

		New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].										
		NRC- DS3 interoffice - 1st	U1TF3	NA	$154.30	$633.41	NA	$713.57	NA	$794.94	NA	$729.27
		NRC- DS3 interoffice - Add'l	U1TF3	NA	$77.50	$449.91	NA	$404.36	NA	$579.55	NA	$411.98
		NRC-DS3 Local Loop - 1st	UE3PX	NA	$1,020.45	$761.81	NA	$811.30	NA	$964.04	NA	$829.52

		New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].										
		NRC-DS3 Local Loop - Add'l	UE3PX	NA	$513.74	$545.54	NA	$502.09	NA	$542.73	NA	$512.23
		NRC-DS3 interoffice channel and DS3 Local Loop Combination - Electronic Svc Ord	SOMEC	NA	$3.17	$3.50	NA	$3.50	NA	$3.50	NA	$3.50
		NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual Svc Order,	SOMAN	NA	$25.40	NA	NA	NA	NA	NA	NA	$19.99
		NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual Svc Order	SOMAN	NA	NA	$37.55	NA	$100.50	NA	$83.19	NA	NA
		NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual Svc Order	SOMAN	NA	NA	$37.55	NA	$100.50	NA	$69.01	NA	NA
		NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual Svc Order	SOMAN	NA	NA	$18.03	NA	$41.88	NA	NA	NA	NA
		NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual Svc Order	SOMAN	NA	NA	$18.03	NA	$41.88	NA	NA	NA	NA
		STS-1 Interoffice Channel and STS-1 Local Loop:										
		Recurring Charges										
		STS-1 Loop per Facility Termination per month	UDLS1	NA	$446.09	$421.59	NA	$497.08	NA	$387.01	NA	$400.21
		STS-1 Loop per mile	1L5ND	NA	$11.77	$8.90	NA	$38.98	NA	$32.53	NA	$30.53
		Interoffice Channel - Dedicated - STS-1 - FacilityTermination per month	U1TFS	NA	$1,105.98	$788.00	NA	$1,101	NA	$800.94	NA	$838.65
		Interoffice Channel - Dedicated - STS-1 - per mile per month	1L5XX	NA	$4.17	$2.72	NA	$14.04	NA	$6.29	NA	$6.88
		Non-Recurring Charges - New EEL (Note 2)(Note 3)										
		NRC- STS-1 interoffice - 1st	U1TFS	NA	$154.30	$633.41	NA	$713.57	NA	$624.86	NA	$961.62
		NRC- STS-1 interoffice - Add'l	U1TFS	NA	$77.50	$449.91	NA	$404.36	NA	$436.36	NA	$625.84
		NRC-STS-1 Local Loop - 1st	UDLS1	NA	$1,020.45	$761.81	NA	$811.30	NA	$964.04	NA	$829.52
		NRC-STS-1 Local Loop - Add'l	UDLS1	NA	$513.74	$545.54	NA	$502.09	NA	$542.73	NA	$512.23
		NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Electronic Svc	SOMEC	NA	$3.17	$3.50	NA	$3.50	NA	$3.50	NA	$3.50
		NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manual Svc Or	SOMAN	NA	$25.40	NA	NA	NA	NA	NA	NA	$19.99
		NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manual Svc Or	SOMAN	NA	NA	$37.96	NA	$100.50	NA	$123.62	NA	NA
		NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manual Svc Or	SOMAN	NA	NA	$37.96	NA	$100.50	NA	$84.76	NA	NA
		NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manual Svc Or	SOMAN	NA	NA	$18.23	NA	$41.88	NA	NA	NA	NA
		NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manual Svc Or	SOMAN	NA	NA	$18.23	NA	$41.88	NA	NA	NA	NA
		DS3 Interoffice Channel and DS1 Local Loop:										
		Recurring Charges										
		DS1 Loop per month	USLXX	NA	NA	NA	NA	NA	NA	$62.78	NA	NA

		New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].									
		DS1 Loop per month, Zone 1 (Note 1)	USLXX	NA	$64.69	$52.40	NA	$56.32	NA	TBD	NA	NA
		DS1 Loop per month, Zone 2 (Note 1)	USLXX	NA	$94.71	$60.51	NA	$96.73	NA	TBD	NA	NA
		DS1 Loop per month, Zone 3 (Note 1)	USLXX	NA	$208.93	$96.18	NA	$197.57	NA	TBD	NA	NA
		DS1 Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
		Interoffice Channel - Dedicated - DS3 - FacilityTermination per month	U1TF3	NA	$1,121.93	$717.60	NA	$1,101	NA	$720.38	NA	NA
		Interoffice Channel - Dedicated - DS3 - per mile per month	1L5XX	NA	$4.17	$6.46	NA	$14.04	NA	$12.98	NA	NA
		DS3 Channelized System per month	MQ3	NA	$220.97	$202.91	NA	$245.84	NA	$226.81	NA	NA
		DS3 Interface per month (DS1 COCI)	UC1D1	NA	$14.40	$0.67	NA	$7.55	NA	$4.61	NA	NA
		Non-Recurring Charges - New EEL (Note 2)(Note 3)										
		NRC- DS3 interoffice - 1st	U1TF3	NA	$627.78	$520.09	NA	$713.57	NA	$794.94	NA	NA
		NRC- DS3 interoffice - Add'l	U1TF3	NA	$377.43	$282.38	NA	$404.36	NA	$579.55	NA	NA
		NRC-DS1 Local Loop - 1st	USLXX	NA	$338.52	$142.64	NA	$502.73	NA	$714.84	NA	NA
		NRC-DS1 Local Loop - Add'l	USLXX	NA	$124.84	$94.87	NA	$293.92	NA	$421.47	NA	NA
		NRC-DS3 Channelization System -1st	MQ3	NA	$404.85	$316.28	NA	$320.72	NA	$351.95	NA	NA
		NRC-DS3 Channelization System - Add'l	MQ3	NA	$168.26	$171.72	NA	$233.10	NA	$243.76	NA	NA
		NRC-DS1(COCI)interface card -1st	UC1D1	NA	$12.16	$12.02	NA	$12.29	NA	$15.76	NA	NA
		NRC-DS1(COCI)interface card -Add'l	UC1D1	NA	$8.77	$8.66	NA	$8.80	NA	$11.28	NA	NA
		NRC-DS3 interoffice channel and DS1 Local Loop Combination - Electronic Svc Ord	SOMEC	NA	$3.17	$3.50	NA	$3.50	NA	$3.50	NA	NA
		NRC-DS3 interoffice channel and DS1 Local Loop Combination - Manual Svc Order,	SOMAN	NA	$25.40	$33.63	NA	NA	NA	NA	NA	NA
		NRC-DS3 interoffice channel and DS1 Local Loop Combination - Manual Svc Order	SOMAN	NA	NA	$27.49	NA	$36.28	NA	$118.20	NA	NA
		NRC-DS3 interoffice channel and DS1 Local Loop Combination - Manual Svc Order	SOMAN	NA	NA	$19.88	NA	$26.20	NA	$104.02	NA	NA
		NRC-DS3 interoffice channel and DS1 Local Loop Combination - Manual Svc Order	SOMAN	NA	NA	$11.85	NA	$19.47	NA	NA	NA	NA
		NRC-DS3 interoffice channel and DS1 Local Loop Combination - Manual Svc Order	SOMAN	NA	NA	GA	NA	$8.06	NA	NA	NA	NA
		STS-1 Interoffice Channel and DS1 Local Loop:										
		Recurring Charges										
		DS1 Loop per month, Zone 1 (Note 1)	USLXX	NA	$64.69	$52.40	NA	$56.32	NA	TBD	NA	NA
		DS1 Loop per month, Zone 2 (Note 1)	USLXX	NA	$94.71	$60.51	NA	$96.73	NA	TBD	NA	NA
		DS1 Loop per month, Zone 3 (Note 1)	USLXX	NA	$208.93	$96.18	NA	$197.57	NA	TBD	NA	NA
		DS1 Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
		Interoffice Channel - Dedicated - STS-1 - FacilityTermination per month	U1TFS	NA	$1,105.98	$717.60	NA	$1,101	NA	$387.01	NA	NA
		Interoffice Channel - Dedicated - STS-1 - per mile per month	1L5XX	NA	$4.17	$6.46	NA	$14.04	NA	$32.53	NA	NA
		DS3 Channelized System per month	MQ3	NA	$220.97	$202.91	NA	$245.84	NA	$226.81	NA	NA
		DS3 Interface per month (DS1 COCI)	UC1D1	NA	$14.40	$0.67	NA	$7.55	NA	$4.61	NA	NA
		Non-Recurring Charges - New EEL (Note 2)(Note 3)										
		NRC-DS1 Local Loop - 1st	USLXX	NA	$627.78	$520.09	NA	$502.73	NA	$714.84	NA	NA
		NRC-DS1 Local Loop - Add'l	USLXX	NA	$377.43	$282.38	NA	$293.92	NA	$421.47	NA	NA
		NRC- STS-1 interoffice - 1st	U1TFS	NA	$154.30	$142.64	NA	$713.57	NA	$624.86	NA	NA
		NRC- STS-1 interoffice - Add'l	U1TFS	NA	$77.50	$94.87	NA	$404.36	NA	$436.36	NA	NA
		NRC-DS3 Channelization System -1st	MQ3	NA	$404.85	$316.28	NA	$320.72	NA	$351.95	NA	NA
		NRC-DS3 Channelization System - Add'l	MQ3	NA	$168.26	$171.72	NA	$233.10	NA	$243.76	NA	NA
		NRC-DS1(COCI)interface card -1st	UC1D1	NA	$12.16	$12.02	NA	$12.29	NA	$15.76	NA	NA
		NRC-DS1(COCI)interface card -Add'l	UC1D1	NA	$8.77	$8.66	NA	$8.80	NA	$11.28	NA	NA
		NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Electronic Svc O	SOMEC	NA	$3.17	$3.50	NA	$3.50	NA	$3.50	NA	NA
		NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Manual Svc Orde	SOMAN	NA	$25.40	NA	NA	NA	NA	NA	NA	NA
		NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Manual Svc Orde	SOMAN	NA	NA	$33.63	NA	$68.39	NA	$81.94	NA	NA
		NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Manual Svc Orde	SOMAN	NA	NA	$27.49	NA	$58.31	NA	$67.76	NA	NA
		NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Manual Svc Orde	SOMAN	NA	NA	$19.88	NA	$50.49	NA	NA	NA	NA
		NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Manual Svc Orde	SOMAN	NA	NA	$11.85	NA	$29.00	NA	NA	NA	NA
		2-wire VG Interoffice Channel and 2-wire VG Local Loop:										
		Recurring Charges										
		2-wire VG Loop per month, statewide	UEAL2	NA	$20.52	$16.51	NA	$19.35	NA	NA	NA	$18.00
		2-wire VG Loop per month, Zone 1 (Note 1)	UEAL2	NA	TBD	$15.40	NA	$17.65	NA	NA	NA	$15.54
		2-wire VG Loop per month, Zone 2 (Note 1)	UEAL2	NA	TBD	$17.78	NA	$30.32	NA	NA	NA	$19.55

		New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].										
		2-wire VG Loop per month, Zone 3 (Note 1)	UEAL2	NA	TBD	$28.26	NA	$61.93	NA	NA	NA	$28.02
		2-wire VG Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
		Interoffice Channel - Dedicated - 2-wire VG - FacilityTermination per month	U1TV2	NA	$26.52	$17.07	NA	$19.10	NA	NA	NA	$18.33
		Interoffice Channel - Dedicated - 2-wire VG - per mile per month	1L5XX	NA	$0.01	$0.0222	NA	$0.0384	NA	NA	NA	$0.0173
		Non-Recurring Charges - New EEL (Note 2)(Note 3)										
		NRC- 2-wire VG interoffice - 1st	U1TV2	NA	$112.10	$79.61	NA	$104.23	NA	NA	NA	$83.35
		NRC- 2-wire VG interoffice - Add'l	U1TV2	NA	$67.61	$36.08	NA	$39.91	NA	NA	NA	$20.88
		NRC-2-wire VG Local Loop - 1st	UEAL2	NA	$38.02	$104.17	NA	$128.42	NA	NA	NA	$192.97
		NRC-2-wire VG Local Loop - Add'l	UEAL2	NA	$35.15	$78.10	NA	$93.60	NA	NA	NA	$140.72
		NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination - Electror	SOMEC	NA	$3.17	$3.50	NA	$3.50	NA	NA	NA	$3.50
		NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination - Manual	SOMAN	NA	$25.40	NA	NA	NA	NA	NA	NA	$19.99
		NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination - Manual	SOMAN	NA	NA	$37.88	NA	$36.28	NA	NA	NA	NA
		NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination - Manual	SOMAN	NA	NA	$27.36	NA	$26.20	NA	NA	NA	NA
		NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination - Manual	SOMAN	NA	NA	NA	NA	$19.47	NA	NA	NA	NA
		NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination - Manual	SOMAN	NA	NA	NA	NA	$8.06	NA	NA	NA	NA
		4-wire VG Interoffice Channel and 4-wire VG Local Loop:										
		Recurring Charges										
		4-wire VG Loop per month, Zone 1 (Note 1)	UEAL4	NA	$24.26	NA	NA	NA	NA	NA	NA	NA
		4-wire VG Loop per month, Zone 2 (Note 1)	UEAL4	NA	$35.51	NA	NA	NA	NA	NA	NA	NA
		4-wire VG Loop per month, Zone 3 (Note 1)	UEAL4	NA	$78.35	NA	NA	NA	NA	NA	NA	NA
		4-wire VG Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
		Interoffice Channel - Dedicated - 4-wire VG - FacilityTermination per month	U1TV4	NA	$23.64	NA	NA	NA	NA	NA	NA	NA
		Interoffice Channel - Dedicated - 4-wire VG - per mile per month	1L5XX	NA	$0.0098	NA	NA	NA	NA	NA	NA	NA
		Non-Recurring Charges - New EEL (Note 2)(Note 3)										
		NRC- 4-wire VG interoffice - 1st	U1TV4	NA	$160.33	NA	NA	NA	NA	NA	NA	NA
		NRC- 4-wire VG interoffice - Add'l	U1TV4	NA	$73.44	NA	NA	NA	NA	NA	NA	NA
		NRC-4-wire VG Local Loop - 1st	UEAL4	NA	$329.76	NA	NA	NA	NA	NA	NA	NA
		NRC-4-wire VG Local Loop - Add'l	UEAL4	NA	$148.55	NA	NA	NA	NA	NA	NA	NA
		NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination - Electror	SOMEC	NA	$3.17	NA	NA	NA	NA	NA	NA	NA
		NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination - Manual	SOMAN	NA	$25.40	NA	NA	NA	NA	NA	NA	NA
		NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination - Manual	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
		NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination - Manual	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
		NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination - Manual	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
		NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination - Manual	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
		4-wire 56 kbps Interoffice Channel and 4-wire 56kbps Local Loop:										
		Recurring Charges										
		4-wire 56kbps Loop per month, Zone 1 (Note 1)	UDL56	NA	$39.08	$26.44	NA	$24.36	NA	TBD	NA	$15.92
		4-wire 56kbps Loop per month, Zone 2 (Note 1)	UDL56	NA	$57.21	$26.42	NA	$41.85	NA	TBD	NA	$20.79
		4-wire 56kbps Loop per month, Zone 3 (Note 1)	UDL56	NA	$126.22	$46.53	NA	$86.47	NA	TBD	NA	$27.18
		4-wire 56kbps Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
		Interoffice Channel - Dedicated - 4-wire 56kbps - FacilityTermination per month	U1TD5	NA	$23.64	$16.45	NA	$18.37	NA	$17.40	NA	$17.74
		Interoffice Channel - Dedicated - 4-wire 56kbps - per mile per month	1L5XX	NA	$0.0098	$0.0222	NA	$0.0384	NA	$0.0282	NA	$0.1730
		Non-Recurring Charges - New EEL (Note 2)(Note 3)										
		NRC- 4-wire 56kbps interoffice - 1st	U1TD5	NA	$160.33	$79.61	NA	$104.23	NA	$137.48	NA	$83.35
		NRC- 4-wire 56kbps interoffice - Add'l	U1TD5	NA	$73.44	$36.08	NA	$39.91	NA	$52.58	NA	$20.88
		NRC-4-wire 56kbps Local Loop - 1st	UDL56	NA	$329.76	$348.55	NA	$421.27	NA	$489.04	NA	$643.00
		NRC-4-wire 56kbps Local Loop - Add'l	UDL56	NA	$148.55	$241.20	NA	$274.74	NA	$337.51	NA	$421.28
		NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Combination -	SOMEC	NA	$3.17	$3.50	NA	$3.50	NA	$3.50	NA	$3.50
		NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Combination -	SOMAN	NA	$25.40	NA	NA	NA	NA	NA	NA	$19.99
		NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Combination -	SOMAN	NA	NA	$37.88	NA	$36.28	NA	$65.01	NA	NA
		NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Combination -	SOMAN	NA	NA	$27.36	NA	$26.20	NA	$50.83	NA	NA
		NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Combination -	SOMAN	NA	NA	NA	NA	$11.41	NA	NA	NA	NA
		NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Combination -	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].										
4-wire 64 kbps Interoffice Channel and 4-wire 64 kbps Local Loop:										
Recurring Charges										
4-wire 64kbps Loop per month, Zone 1 (Note 1)	UDL64	NA	$39.08	$26.44	NA	$27.50	NA	TBD	NA	$36.45
4-wire 64kbps Loop per month, Zone 2 (Note 1)	UDL64	NA	$57.21	$30.53	NA	$47.24	NA	TBD	NA	$45.87
4-wire 64kbps Loop per month, Zone 3 (Note 1)	UDL64	NA	$126.22	$46.53	NA	$96.48	NA	TBD	NA	$65.75
4-wire 64kbps Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Interoffice Channel - Dedicated - 4-wire 64kbps - FacilityTermination per month	U1TD6	NA	$19.31	$16.45	NA	$18.37	NA	$17.40	NA	$17.74
Interoffice Channel - Dedicated - 4-wire 64kbps - per mile per month	1L5XX	NA	$0.0098	$0.0222	NA	$0.0384	NA	$0.0282	NA	$0.1730
Non-Recurring Charges - New EEL (Note 2)(Note 3)										
NRC- 4-wire 64kbps interoffice - 1st	U1TD6	NA	$160.33	$79.61	NA	$713.57	NA	$137.48	NA	$729.27
NRC- 4-wire 64kbps interoffice - Add'l	U1TD6	NA	$73.44	$36.08	NA	$404.36	NA	$52.58	NA	$411.98
NRC-4-wire 64kbps Local Loop - 1st	UDL64	NA	$329.76	$348.55	NA	$811.30	NA	$489.04	NA	$829.52
NRC-4-wire 64kbps Local Loop - Add'l	UDL64	NA	$148.55	$241.20	NA	$502.09	NA	$337.51	NA	$512.23
NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Combination -	SOMEC	NA	$3.17	$3.50	NA	$3.50	NA	$3.50	NA	$3.50
NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Combination -	SOMAN	NA	$25.40	NA	NA	NA	NA	NA	NA	$19.99
NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Combination -	SOMAN	NA	NA	$37.55	NA	$100.50	NA	$65.01	NA	NA
NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Combination -	SOMAN	NA	NA	$37.55	NA	$100.50	NA	$50.83	NA	NA
NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Combination -	SOMAN	NA	NA	$18.03	NA	$41.88	NA	NA	NA	NA
NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Combination -	SOMAN	NA	NA	$18.03	NA	$41.88	NA	NA	NA	NA
Network Elements used in Existing Combinations at UNE Rates (Note4)	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Local Loop:										
2-Wire Analog Voice Grade Loop - Service Level 2										
2-Wire Analog Voice Grade Loop - per mile per month	UNCVX	1L5ND	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2-Wire Analog Voice Grade Loop -per month	UEAL2	NA	$20.52	NA	NA	NA	NA	$19.50	NA	NA
Zone 1	UEAL2	$17.95	TBD	$15.40	$17.27	$17.65	$18.35	TBD	$16.58	$15.54
Zone 2	UEAL2	$29.16	TBD	$17.78	$32.32	$30.32	$24.33	TBD	$27.59	$19.55
Zone 3	UEAL2	$52.84	TBD	$28.26	$55.78	$61.93	$34.77	TBD	$31.87	$28.02
Zone 4	UEAL2	NA	NA	NA	NA	NA	$45.88	NA	NA	NA
NRC - Ordinarily Combined in GA (Note 5)										
NRC - 1st	UEAL2	NA	NA	$104.17	NA	NA	NA	NA	NA	NA
NRC - Add'l	UEAL2	NA	NA	$78.10	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - 1st	UEAL2	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - Add'l	UEAL2	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	$18.94	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	$8.42	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$32.75	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$32.75	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2-Wire Analog Voice Grade Loop - Service Level 2 - (reverse battery)										
2-Wire Analog Voice Grade Loop - Loop[Start - per mile per month	1L5ND	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2-Wire Analog Voice Grade Loop - Rev Bat - per month	UEAR2	NA	$20.52	NA	NA	NA	NA	$19.50	NA	NA
Zone 1	UEAR2	$17.95	$23.23	$16.84	$17.27	$17.65	$18.35	TBD	$21.57	$15.54
Zone 2	UEAR2	$29.16	$22.43	$19.45	$32.32	$30.32	$24.33	TBD	$32.53	$19.55
Zone 3	UEAR2	$52.84	$27.87	$30.92	$55.78	$61.93	$34.77	TBD	$43.08	$28.02
Zone 4	UEAR2	NA	NA	NA	NA	NA	$45.88	NA	NA	NA
NRC - Ordinarily Combined in GA (Note 5)										
NRC - 1st	UEAR2	NA	NA	$104.17	NA	NA	NA	NA	NA	NA
NRC - Add'l	UEAR2	NA	NA	$78.10	NA	NA	NA	NA	NA	NA

		New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].									
		NRC - Disconnect Charge - 1st	UEAR2	NA	NA	NA	NA	NA	NA	NA	NA	NA
		NRC - Disconnect Charge - Add'l	UEAR2	NA	NA	NA	NA	NA	NA	NA	NA	NA
		NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	$18.94	NA	NA	NA	NA	NA	NA
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	$8.42	NA	NA	NA	NA	NA	NA
		NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
		NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
		NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$32.75	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
		NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$32.75	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
		NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		4-Wire Analog Voice Grade Loop										
		4-Wire Analog Voice Grade Loop per mile per month	1L5ND	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		Zone 1	UEAL4	$24.01	$24.26	$22.88	$20.92	$24.36	$22.38	$23.51	$49.47	$15.54
		Zone 2	UEAL4	$39.00	$35.51	$26.42	$39.14	$41.85	$29.67	$38.53	$44.44	$19.55
		Zone 3	UEAL4	$70.67	$78.35	$41.99	$67.56	$85.47	$42.40	$44.38	$58.85	$28.02
		Zone 4	UEAL4	NA	NA	NA	NA	NA	$55.96	NA	NA	NA
		NRC - Ordinarily Combined in GA (Note 5)										
		NRC - 1st	UEAL4	NA	NA	$206.95	NA	NA	NA	NA	NA	NA
		NRC - Add'l	UEAL4	NA	NA	$170.57	NA	NA	NA	NA	NA	NA
		NRC - Disconnect Charge - 1st	UEAL4	NA	NA	NA	NA	NA	NA	NA	NA	NA
		NRC - Disconnect Charge - Add'l	UEAL4	NA	NA	NA	NA	NA	NA	NA	NA	NA
		NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	$8.42	NA	NA	NA	NA	NA	NA
		NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
		NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
		NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$32.75	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
		NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$32.75	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
		NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		2-Wire ISDN Digital Grade Loop										
		2-Wire ISDN Loop per mile per month	1L5ND	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		2-Wire ISDN Digital Grade Loop per month	U1L2X	NA	NA	NA	NA	NA	NA	$24.98	NA	NA
		Zone 1	U1L2X	$23.23	$32.34	$21.89	$23.66	$21.15	$21.86	TBD	$21.40	$15.54
		Zone 2	U1L2X	$37.74	$47.35	$25.27	$44.28	$36.32	$28.97	TBD	$34.91	$19.55
		Zone 3	U1L2X	$68.38	$104.47	$40.17	$76.42	$74.19	$41.40	TBD	$40.17	$28.02
		Zone 4	U1L2X	NA	NA	NA	NA	NA	$54.64	NA	NA	NA
		NRC - Ordinarily Combined in GA (Note 5)										
		NRC - 1st	U1L2X	NA	NA	$233.38	NA	NA	NA	NA	NA	NA
		NRC - Add'l	U1L2X	NA	NA	$180.35	NA	NA	NA	NA	NA	NA
		NRC - Disconnect Dharge - 1st	U1L2X	NA	NA	NA	NA	NA	NA	NA	NA	NA
		NRC - Disconnect Charge - Add'l	U1L2X	NA	NA	NA	NA	NA	NA	NA	NA	NA
		NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	$18.94	NA	NA	NA	NA	NA	NA
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	$8.42	NA	NA	NA	NA	NA	NA
		NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
		NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
		NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$32.75	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
		NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$32.75	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
		NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

		New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].									
		4-Wire 56 kbps Digital Grade Loop									
		4-Wire 56 kbps Digital Grade Loop per mile per month	1L5ND	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		4-Wire 56 kbps Digital Grade Loop per month	UDL56	NA	NA	NA	NA	NA	NA	$32.67	NA	NA
		Zone 1	UDL56	$27.33	$33.90	$26.44	NA	$27.50	$25.61	TBD	$27.94	$36.45
		Zone 2	UDL56	$44.40	$44.72	$30.53	NA	$47.25	$33.94	TBD	$45.81	$45.87
		Zone 3	UDL56	$80.45	$50.85	$46.53	NA	$96.48	$48.51	TBD	$52.76	$65.75
		Zone 4	UDL56	NA	NA	NA	NA	NA	$64.02	NA	NA	NA
		NRC - Ordinarily Combined in GA (Note 5)										
		NRC - 1st	UDL56	NA	NA	$348.55	NA	NA	NA	NA	NA	NA
		NRC - Add'l	UDL56	NA	NA	$241.20	NA	NA	NA	NA	NA	NA
		NRC - Disconnect Dharge - 1st	UDL56	NA	NA	NA	NA	NA	NA	NA	NA	NA
		NRC - Disconnect Charge - Add'l	UDL56	NA	NA	NA	NA	NA	NA	NA	NA	NA
		NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	$18.94	NA	NA	NA	NA	NA	NA
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	$8.42	NA	NA	NA	NA	NA	NA
		NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
		NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
		NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$32.75	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
		NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$32.75	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
		NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		4-Wire 64 kbps Digital Grade Loop										
		4-Wire 64 kbps Digital Grade Loop per mile per month	1L5ND	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		4-Wire 64 kbps Digital Grade Loop per month	UDL64	NA	NA	NA	NA	NA	NA	$32.67	NA	NA
		Zone 1	UDL64	$27.33	$33.90	$26.44	NA	$27.50	$25.61	TBD	$27.94	$36.45
		Zone 2	UDL64	$44.40	$44.72	$30.53	NA	$47.25	$33.94	TBD	$45.81	$45.87
		Zone 3	UDL64	$80.45	$50.85	$46.53	NA	$96.48	$48.51	TBD	$52.76	$65.75
		Zone 4	UDL64	NA	NA	NA	NA	NA	$64.02	NA	NA	NA
		NRC - Ordinarily Combined in GA (Note 5)										
		NRC - 1st	UDL64	NA	NA	$348.55	NA	NA	NA	NA	NA	NA
		NRC - Add'l	UDL64	NA	NA	$241.20	NA	NA	NA	NA	NA	NA
		NRC - Disconnect Dharge - 1st	UDL64	NA	NA	NA	NA	NA	NA	NA	NA	NA
		NRC - Disconnect Charge - Add'l	UDL64	NA	NA	NA	NA	NA	NA	NA	NA	NA
		NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	$18.94	NA	NA	NA	NA	NA	NA
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	$8.42	NA	NA	NA	NA	NA	NA
		NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
		NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
		NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$32.75	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
		NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$32.75	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
		NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		4-Wire DS1 Digital Loop										
		4-Wire DS1 Digital Loop per mile per month	1L5ND	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		4-Wire DS1 Digital Loop per month	USLXX	NA	NA	NA	NA	NA	NA	$62.78	NA	NA
		Zone 1	USLXX	$51.74	$64.69	$52.40	$50.28	$56.32	$50.99	TBD	$53.00	NA
		Zone 2	USLXX	$84.05	$94.71	$60.51	$94.06	$96.73	$67.58	TBD	$89.93	NA
		Zone 3	USLXX	$152.29	$208.93	$96.18	$162.34	$197.57	$96.58	TBD	$104.30	NA
		Zone 4	USLXX	NA	NA	NA	NA	NA	$127.47	NA	NA	NA
		NRC - Ordinarily Combined in GA (Note 5)										
		NRC - 1st	USLXX	NA	NA	$429.98	NA	NA	NA	NA	NA	NA
		NRC - Add'l	USLXX	NA	NA	$268.18	NA	NA	NA	NA	NA	NA
		NRC - Disconnect Charge - 1st	USLXX	NA	NA	NA	NA	NA	NA	NA	NA	NA

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].											
NRC - Disconnect Charge - Add'l	USLXX	NA	NA	NA	NA	NA	NA	NA	NA	NA	
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	$18.94	NA	NA	NA	NA	NA	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	$8.42	NA	NA	NA	NA	NA	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)											
NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$32.75	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13	
NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$32.75	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17	
NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
DS3 Local Loop											
per mile per month	1L5ND	$10.85	$11.77	$8.90	$43.69	$38.98	$54.39	$32.53	$15.53	$30.53	
facitility termination per month	UE3PX	$419.65	$404.58	$390.34	$436.95	$497.08	$427.81	$387.01	$421.60	$400.21	
NRC - Ordinarily Combined in GA (Note 5)											
NRC - Facility Termination - 1st	UE3PX	NA	NA	$639.50	NA	NA	NA	NA	NA	NA	
NRC - Facility Termination - Add'l	UE3PX	NA	NA	$426.40	NA	NA	NA	NA	NA	NA	
NRC - Facility Termination - Disconnect - 1st	UE3PX	NA	NA	$122.31	NA	NA	NA	NA	NA	NA	
NRC - Facility Termination - Disconnect - Add'l	UE3PX	NA	NA	$119.14	NA	NA	NA	NA	NA	NA	
NRC - Manual Svc Order, per LSR	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA	
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	NA	NA	NA	NA	NA	NA	NA	NA	
NRC - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA	
NRC - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA	
NRC - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA	
NRC - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA	
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)											
NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$32.75	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13	
NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$32.75	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17	
NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
STS-1 Local Loop											
per mile per month	1L5ND	$10.85	$11.77	$8.90	$43.69	$38.98	$54.39	$32.53	$15.53	$30.53	
facitility termination per month	UDLS1	$419.65	$446.09	$421.59	$436.95	$497.08	$427.81	$387.01	$431.32	$400.21	
NRC - Ordinarily Combined in GA (Note 5)											
NRC - STS-1 - Facility Termination - 1st	UDLS1	NA	NA	$639.50	NA	NA	NA	NA	NA	NA	
NRC - STS-1 - Facility Termination - Add'l	UDLS1	NA	NA	$426.40	NA	NA	NA	NA	NA	NA	
NRC - STS-1 - Facility Termination - Disconnect - 1st	UDLS1	NA	NA	$122.31	NA	NA	NA	NA	NA	NA	
NRC - STS-1 - Facility Termination - Disconnect - Add'l	UDLS1	NA	NA	$119.14	NA	NA	NA	NA	NA	NA	
NRC - Manual Svc Order, per LSR	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA	
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	NA	NA	NA	NA	NA	NA	NA	NA	
NRC - STS-1 - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA	
NRC - STS-1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA	
NRC - STS-1 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1s	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA	
NRC - STS-1 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Ad	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA	
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)											
NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$32.75	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13	
NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$32.75	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17	
NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	

		New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].									
		OC-3 Local Loop									
		per mile per month	1L5ND	$7.09	$8.93	$6.75	$33.15	$29.58	$41.27	$24.69	$11.78	$23.16
		facility termiantion per month		$1,123	$648.60	$630.21	$436.95	$753.65	$689.68	$611.36	$701.71	$620.20
		NRC - Ordinarily Combined in GA (Note 5)										
		NRC - OC3 - Facility Termination - 1st		NA	NA	$947.69	NA	NA	NA	NA	NA	NA
		NRC - OC3 - Facility Termination - Add'l		NA	NA	$413.00	NA	NA	NA	NA	NA	NA
		NRC - OC3 - Facility Termination - Disconnect - 1st		NA	NA	$122.31	NA	NA	NA	NA	NA	NA
		NRC - OC3 - Facility Termination - Disconnect - Add'l		NA	NA	$119.14	NA	NA	NA	NA	NA	NA
		NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
		NRC - OC3 - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
		NRC - OC3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
		NRC - OC3 -Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
		NRC - OC3 -Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
		NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
		NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$32.75	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
		NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$32.75	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
		NRC- OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		NRC- OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		OC-12 Local Loop										
		per mile per month	1L5ND	$10.13	$11.18	$8.31	$40.80	$36.40	$50.79	$30.38	$14.50	$28.51
		facility termination per month		$5,630	$2,068	$2,109.00	$2,457	$2,571	$2,371	$2,122	$2,663	$2,079
		NRC - Ordinarily Combined in GA (Note 5)										
		NRC - OC12 - Facility Termination - 1st		NA	NA	$1,162.00	NA	NA	NA	NA	NA	NA
		NRC - OC12 - Facility Termination - Add'l		NA	NA	$413.00	NA	NA	NA	NA	NA	NA
		NRC - OC12 - Facility Termination - Disconnect - 1st		NA	NA	$122.31	NA	NA	NA	NA	NA	NA
		NRC - OC12 - Facility Termination - Disconnect - Add'l		NA	NA	$119.14	NA	NA	NA	NA	NA	NA
		NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
		NRC -OC12 - Incremental Charge - Manual Svc Order - 1st	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
		NRC - OC12 - Incremental Charge - Manual Svc Order - Add'l	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
		NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
		NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
		NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
		NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$32.75	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
		NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$32.75	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
		NRC- OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		NRC- OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		OC-48 Local Loop										
		per mile per month	1L5ND	$33.22	$36.67	$27.25	$166.59	$119.40	$166.59	$120.02	$47.57	$93.50
		facility termination per month		$1,947	$1,699	$1,598.00	$2,129	$2,268	$1,753	$1,677	$1,733	$1,832
		OC-12 Interface on OC-48 Loop per month		$699.62	$592.09	$594.80	$725.77	$723.29	$667.00	$582.66	$773.40	$570.54
		NRC - Ordinarily Combined in GA (Note 5)										
		NRC - OC48 - Facility Termination - 1st		NA	NA	$1,162.00	NA	NA	NA	NA	NA	NA
		NRC - OC48 - Facility Termination - Add'l		NA	NA	$413.00	NA	NA	NA	NA	NA	NA
		NRC - OC48 - Interface OC12 on OC48 - 1st		NA	NA	$539.36	NA	NA	NA	NA	NA	NA
		NRC - OC48 - Interface OC12 on OC48 - Add'l		NA	NA	$317.38	NA	NA	NA	NA	NA	NA
		NRC - OC48 - Facility Termination - Disconnect - 1st		NA	NA	$122.31	NA	NA	NA	NA	NA	NA
		NRC - OC48 - Facility Termination - Disconnect - Add'l		NA	NA	$119.14	NA	NA	NA	NA	NA	NA
		NRC - OC48- Interface OC12 on OC48 - Disconnect - 1st		NA	NA	$122.31	NA	NA	NA	NA	NA	NA
		NRC - OC48 - Interface OC12 on OC48 - Disconnect - Add'l		NA	NA	$119.14	NA	NA	NA	NA	NA	NA
		NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
		NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
		NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
		NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-1st	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].											
NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-Add'l	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - OC-48 - Incremental Charge--Manual Svc Order-1st	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC - OC-48 - Incremental Charge--Manual Svc Order-Add'l	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc Or	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc Or	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$32.75	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$32.75	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
NRC- OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC- OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Local Channels:										
Local Channel - Dedicated - 2-Wire VG										
Monthly Recurring per month	ULDV2	$14.61	$29.33	$13.91	$22.26	$14.94	$17.83	$14.83	$16.83	$19.02
Monthly Recurring per mile per month	1L5NC	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC - Ordinarily Combined in GA (Note 5)										
NRC - 2-wire VG Local Channel - 1st	ULDV2	NA	NA	$245.43	NA	NA	NA	NA	NA	NA
NRC - 2-wire VG Local Channel -Add'l	ULDV2	NA	NA	$33.90	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	$33.63	NA	NA	NA	NA	NA	NA
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	$27.49	NA	NA	NA	NA	NA	NA
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	$22.24	NA	NA	NA	NA	NA	NA
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	$8.08	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$32.75	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$32.75	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Local Channel - Dedicated - 2-Wire VG - Rev Bat.										
Monthly Recurring per month	ULDR2	$14.61	$26.31	$13.91	$22.26	$14.94	$17.83	$14.82	$16.83	$19.02
Monthly Recurring per mile per month	1L5NC	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC - Ordinarily Combined in GA (Note 5)										
NRC - 2-wire VG Local Channel - 1st	ULDR2	NA	NA	$245.43	NA	NA	NA	NA	NA	NA
NRC - 2-wire VG Local Channel -Add'l	ULDR2	NA	NA	$33.90	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	$33.63	NA	NA	NA	NA	NA	NA
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	$27.49	NA	NA	NA	NA	NA	NA
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	$22.24	NA	NA	NA	NA	NA	NA
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	$8.08	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$32.75	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$32.75	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Local Channel - Dedicated - 4-Wire VG										
Monthly Recurring per month	ULDV4	$15.77	$30.50	$14.99	$23.38	$16.21	$19.03	$15.87	$18.05	$20.14
Monthly Recurring per mile per month	1L5NC	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC - Ordinarily Combined in GA (Note 5)										
NRC-4-wire VG Local Channel - 1st	ULDV4	NA	NA	$245.43	NA	NA	NA	NA	NA	NA
NRC-4-wire VG Local Channel - Add'l	ULDV4	NA	NA	$33.90	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
NRC - 4-Wire VG Local Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	$33.63	NA	NA	NA	NA	NA	NA
NRC - 4-Wire VG Local Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	$27.49	NA	NA	NA	NA	NA	NA

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].											
NRC - 4-Wire VG Local Channel - Incremental Charge--Manual Svc Order - Disconr	SOMAN	NA	NA	$22.24	NA	NA	NA	NA	NA	NA
NRC - 4-Wire VG Local Channel - Incremental Charge--Manual Svc Order - Disconr	SOMAN	NA	NA	$8.08	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$32.75	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$32.75	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Local Channel - Dedicated - DS1										
DS1 Monthly Recurring per month	ULDF1	$35.52	$43.53	$38.36	$43.80	$43.80	$38.91	$35.68	$37.20	$40.27
Monthly Recurring per mile per month	1L5NC	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC - Ordinarily Combined in GA (Note 5)										
NRC - DS1 Local Channel - 1st	ULDF1	NA	NA	$166.88	NA	NA	NA	NA	NA	NA
NRC - DS1 Local Channel - Add'l	ULDF1	NA	NA	$84.14	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
NRC - DS1 Local Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	$65.60	NA	NA	NA	NA	NA	NA
NRC - DS1 Local Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	$33.53	NA	NA	NA	NA	NA	NA
NRC - DS1 Local Channel - Incremental Charge--Manual Svc Order - Disconnect - 1	SOMAN	NA	NA	$35.76	NA	NA	NA	NA	NA	NA
NRC - DS1 Local Channel - Incremental Charge--Manual Svc Order - Disconnec - A	SOMAN	NA	NA	$14.05	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$32.75	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$32.75	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Local Channel - Dedicated - DS3	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
DS3 Local Channel - per mile per month	1L5NC	$8.44	$9.32	$6.92	$34.00	$30.34	NA	NA	$12.08	$23.76
DS3 Local Channel - Facility Termination per month	ULDF3	$525.40	$560.39	$515.91	$635.09	$558.00	$531.39	$512.00	$481.14	$615.65
NRC - Ordinarily Combined in GA (Note 5)										
NRC - DS3 Local Channel Facility Termination - 1st	ULDF3	NA	NA	$639.50	NA	NA	NA	NA	NA	NA
NRC - DS3 Local Channel - Facility Termination - Add'l	ULDF3	NA	NA	$426.40	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - Disconnect - 1	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - Disconnec - A	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$32.75	$71.04	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$32.75	$39.60	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$16.77	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$16.77	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Local Channel - Dedicated - STS-1										
STS-1 Local Channel - per mile per month	1L5NC	$8.44	$9.32	$6.92	$34.00	$8.77	$38.98	NA	$12.08	$25.11
STS-1 Local Channel - Facility Termination per month	ULDFS	$525.40	$569.67	$517.56	$635.09	$558.00	$531.39	$512.00	$481.14	$615.65
NRC - Ordinarily Combined in GA (Note 5)										
NRC - STS-1 Local Channel Facility Termination - 1st	ULDFS	NA	NA	$761.81	NA	NA	NA	NA	NA	NA
NRC - STS-1 Local Channel - Facility Termination - Add'l	ULDFS	NA	NA	$545.54	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
NRC - STS-1 Local Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - STS-1 Local Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - STS-1 Local Channel - Incremental Charge--Manual Svc Order - Disconnect -	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC - STS-1 Local Channel - Incremental Charge--Manual Svc Order - Disconnec -	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$32.75	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].											
NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$32.75	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Local Channel - OC3										
Local Channel - OC3 - per Mile	1L5NC	$8.23	$7.83	$6.75	$33.15	$29.58	$41.27	$24.69	$11.78	$23.16
Local Channel - OC3 - per Facility Termination	TBA	$691.33	$940.35	$630.21	$713.29	$753.65	$689.68	$611.36	$701.71	$620.20
NRC - Ordinarily Combined in GA (Note 5)										
NRC - OC3 - Facility Termination - 1st	TBA	NA	NA	$947.69	NA	NA	NA	NA	NA	NA
NRC - OC3 - Facility Termination - Add'l	TBA	NA	NA	$413.00	NA	NA	NA	NA	NA	NA
NRC - OC3 - Facility Termination - Disconnect - 1st	TBA	NA	NA	$122.31	NA	NA	NA	NA	NA	NA
NRC - OC3 - Facility Termination - Disconnect - Add'l	TBA	NA	NA	$119.14	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
NRC - OC3 - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - OC3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - OC3 -Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC - OC3 -Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$32.75	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$32.75	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
NRC- OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC- OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Local Channel - OC12	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Local Channel - OC12 - per Mile	1L5NC	$10.13	$11.18	$8.31	$40.80	$36.40	$50.79	$30.38	$14.50	$28.51
Local Channel - OC12 - per Facility Termination	TBA	$2,557	$2,753	$2,109.00	$2,457	$2,571	$2,371	$2,122	$2,663	$2,079
NRC - Ordinarily Combined in GA (Note 5)										
NRC - OC12 - Facility Termination - 1st	TBA	NA	NA	$1,162.00	NA	NA	NA	NA	NA	NA
NRC - OC12 - Facility Termination - Add'l	TBA	NA	NA	$413.00	NA	NA	NA	NA	NA	NA
NRC - OC12 - Facility Termination - Disconnect - 1st	TBA	NA	NA	$122.31	NA	NA	NA	NA	NA	NA
NRC - OC12 - Facility Termination - Disconnect - Add'l	TBA	NA	NA	$119.14	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
NRC -OC12 - Incremental Charge - Manual Svc Order - 1st	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - OC12 - Incremental Charge - Manual Svc Order - Add'l	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$32.75	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$32.75	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
NRC- OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC- OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Local Channel - OC48	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Local Channel - OC48 - per Mile	1L5NC	$33.22	$36.67	$27.25	$133.84	$119.40	$166.59	$120.02	$47.57	$93.50
Local Channel - OC48 - per Facility Termination	TBA	$1,713	$1,944	$1,598.00	$2,129	$2,268	$1,753	$1,677	$1,733	$1,832
Local Channel - OC12 interface on OC48 Facility	TBA	$736.71	$586.28	$594.80	$725.77	$723.29	$667.00	$582.66	$773.40	$570.54
NRC - Ordinarily Combined in GA (Note 5)										
NRC - OC48 - Facility Termination - 1st	TBA	NA	NA	$1,162.00	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination - Add'l	TBA	NA	NA	$413.00	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - 1st	TBA	NA	NA	$539.36	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Add'l	TBA	NA	NA	$317.38	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination - Disconnect - 1st	TBA	NA	NA	$122.31	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination - Disconnect - Add'l	TBA	NA	NA	$119.14	NA	NA	NA	NA	NA	NA
NRC - OC48- Interface OC12 on OC48 - Disconnect - 1st	TBA	NA	NA	$122.31	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Disconnect - Add'l	TBA	NA	NA	$119.14	NA	NA	NA	NA	NA	NA

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].											
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect-1st	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect-Add'l	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-1st	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-Add'l	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC - OC-48 - Incremental Charge--Manual Svc Order-1st	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - OC-48 - Incremental Charge--Manual Svc Order-Add'l	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc Order-1s	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc Order-Ad	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$32.75	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$32.75	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
NRC- OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC- OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Interoffice Channels:										
Interoffice Channel - Dedicated - 2-wire VG										
Interoffice Channel - Dedicated 2-wire VG - per mile per month	1L5XX	$0.0339	$0.0100	$0.0222	$0.0301	$0.0384	$0.0323	$0.0282	$0.0373	$0.0173
Interoffice Channel - Dedicated 2-wire VG - Facility Termination per month	U1TV2	$18.49	$26.72	$17.07	$27.66	$19.10	$21.33	$18.01	$21.42	$18.33
NRC - Ordinarily Combined in GA (Note 5)										
NRC - 2-wire VG Interoffice Channel - Facility Termination - 1st	U1TV2	NA	NA	$79.61	NA	NA	NA	NA	NA	NA
NRC - 2-wire VG Interoffice Channel - Facility Termination - Add'l	U1TV2	NA	NA	$36.08	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
NRC - 2-wire VG Interoffice Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	$18.94	NA	NA	NA	NA	NA	NA
NRC - 2-wire VG Interoffice Channel - Incremental Charge--Manual Svc Order - Add'	SOMAN	NA	NA	$18.94	NA	NA	NA	NA	NA	NA
NRC - 2-wire VG Interoffice Channel - Incremental Charge--Manual Svc Order - Disc	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 2-wire VG Interoffice Channel - Incremental Charge--Manual Svc Order - Disc	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$32.75	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$32.75	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Interoffice Channel - Dedicated - 4-wire VG										
Interoffice Channel - Dedicated 4-wire VG - per mile per month	1L5XX	NA	$0.0100	NA	NA	NA	NA	NA	NA	NA
Interoffice Channel - Dedicated 4-wire VG - Facility Termination per month	U1TV4	NA	$23.82	NA	NA	NA	NA	NA	NA	NA
NRC - Ordinarily Combined in GA (Note 5)										
NRC - 4-wire VG Interoffice Channel - Facility Termination - 1st	U1TV4	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG Interoffice Channel - Facility Termination - Add'l	U1TV4	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG Interoffice Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG Interoffice Channel - Incremental Charge--Manual Svc Order - Add'	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG Interoffice Channel - Incremental Charge--Manual Svc Order - Disc	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG Interoffice Channel - Incremental Charge--Manual Svc Order - Disc	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$32.75	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$32.75	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Interoffice Channel - Dedicated - DS0 - 56kbps										
Interoffice Channel - Dedicated - DS0 - 56kbps - per mile per month	1L5XX	$0.0339	$0.0100	$0.0222	$0.0301	$0.0384	$0.0323	$0.0282	$0.0373	$0.1730
Interoffice Channel - Dedicated - DS0 - 56 kbps - Facility Termination per month	U1TD5	$17.81	$19.46	$16.45	$26.95	$18.37	$20.64	$17.40	$20.71	$17.74
NRC - Ordinarily Combined in GA (Note 5)										
NRC - 4-wire 56kbps Interoffice Channel - Facility Termination - 1st	U1TD5	NA	NA	$79.61	NA	NA	NA	NA	NA	NA

		New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].									
		NRC - 4-wire 56 kbps Interoffice Channel - Facility Termination - Add'l	U1TD5	NA	NA	$36.08	NA	NA	NA	NA	NA	NA
		NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
		NRC - 4-wire 56 kbps Interoffice Channel - Incremental Charge--Manual Svc Order -	SOMAN	NA	NA	$18.94	NA	NA	NA	NA	NA	NA
		NRC - 4-wire 56 kbps Interoffice Channel - Incremental Charge--Manual Svc Order -	SOMAN	NA	NA	$18.94	NA	NA	NA	NA	NA	NA
		NRC - 4-wire 56 kbps Interoffice Channel - Incremental Charge--Manual Svc Order -	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
		NRC - 4-wire 56 kbps Interoffice Channel - Incremental Charge--Manual Svc Order -	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
		NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
		NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$32.75	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
		NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$32.75	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
		NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		Interoffice Channel - Dedicated - DS0 - 64kbps										
		Interoffice Channel - Dedicated - DS0 - 64kbps - per mile per month	1L5XX	$0.0339	$0.0100	$0.0222	$0.0301	$0.0384	$0.0323	$0.0282	$0.0373	$0.1730
		Interoffice Channel - Dedicated - DS0 - 64 kbps - Facility Termination per month	U1TD6	$17.81	$19.46	$16.45	$26.95	$18.37	$20.64	$17.40	$20.71	$17.74
		NRC - Ordinarily Combined in GA (Note 5)										
		NRC - 4-wire 64kbps Interoffice Channel - Facility Termination - 1st	U1TD6	NA	NA	$79.61	NA	NA	NA	NA	NA	NA
		NRC - 4-wire 64 kbps Interoffice Channel - Facility Termination - Add'l	U1TD6	NA	NA	$36.08	NA	NA	NA	NA	NA	NA
		NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
		NRC - 4-wire 64 kbps Interoffice Channel - Incremental Charge--Manual Svc Order -	SOMAN	NA	NA	$18.94	NA	NA	NA	NA	NA	NA
		NRC - 4-wire 64 kbps Interoffice Channel - Incremental Charge--Manual Svc Order -	SOMAN	NA	NA	$18.94	NA	NA	NA	NA	NA	NA
		NRC - 4-wire 64 kbps Interoffice Channel - Incremental Charge--Manual Svc Order -	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
		NRC - 4-wire 64 kbps Interoffice Channel - Incremental Charge--Manual Svc Order -	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
		NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
		NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$32.75	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
		NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$32.75	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
		NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		Interoffice Channel - Dedicated - DS1										
		Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	$0.6920	$0.6013	$0.4523	$0.4500	$0.7831	$0.6598	$0.0783	$0.7598	$0.3525
		Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	$79.69	$99.79	$78.47	$55.05	$93.40	$74.40	$71.29	$94.98	$75.83
		NRC - Ordinarily Combined in GA (Note 5)										
		NRC - DS1 Interoffice Channel - Facility Termination - 1st	U1TF1	NA	NA	$169.57	NA	NA	NA	NA	NA	NA
		NRC - DS1 Interoffice Channel - Facility Termination - Add'l	U1TF1	NA	NA	$112.77	NA	NA	NA	NA	NA	NA
		NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
		NRC - DS1 Interoffice Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	$23.98	NA	NA	NA	NA	NA	NA
		NRC - DS1 Interoffice Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	$17.77	NA	NA	NA	NA	NA	NA
		NRC - DS1 Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnec	SOMAN	NA	NA	$15.13	NA	NA	NA	NA	NA	NA
		NRC - DS1 Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnec	SOMAN	NA	NA	$7.02	NA	NA	NA	NA	NA	NA
		NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
		NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$32.75	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
		NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$32.75	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
		NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		Interoffice Channel - Dedicated - DS3 - per mile per month										
		Interoffice Channel - Dedicated - DS3 - per mile per month	1L5XX	$4.98	$4.25	$6.46	$12.06	$16.15	$13.48	$12.98	$19.14	$6.88
		Interoffice Channel - Dedicated - DS3 - Facility Termination per month	U1TF3	$898.15	$1,130	$717.60	$1,112.02	$1,131.09	$686.84	$720.38	$904.49	$840.61
		NRC - Ordinarily Combined in GA (Note 5)										
		NRC - DS3 Interoffice Channel - Facility Termination - 1st	U1TF3	NA	NA	$578.97	NA	NA	NA	NA	NA	NA
		NRC - DS3 Interoffice Channel - Facility Termination - Add'l	U1TF3	NA	NA	$312.17	NA	NA	NA	NA	NA	NA
		NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
		NRC - DS3 Interoffice Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	$51.27	NA	NA	NA	NA	NA	NA
		NRC - DS3 Interoffice Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	$38.87	NA	NA	NA	NA	NA	NA

		New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].									
		NRC - DS3 Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnec	SOMAN	NA	NA	$30.42	NA	NA	NA	NA	NA	NA
		NRC - DS3 Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnec	SOMAN	NA	NA	$18.76	NA	NA	NA	NA	NA	NA
		NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
		NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$32.75	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
		NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$32.75	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
		NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		Interoffice Channel - Dedicated - STS-1										
		Interoffice Channel - Dedicated - STS-1 - per mile per month	1L5XX	$4.98	$9.32	$2.72	$12.62	$14.04	$15.02	$12.98	$8.13	$5.89
		Interoffice Channel - Dedicated - STS-1 - Facility Termination per month	U1TFS	$898.15	$569.67	$788.00	$1,204	$1,101	$744.38	$720.38	$967.70	$760.20
		NRC - Ordinarily Combined in GA (Note 5)										
		NRC - STS-1 Interoffice Channel - Facility Termination - 1st	U1TFS	NA	NA	$587.08	NA	NA	NA	NA	NA	NA
		NRC - STS-1 Interoffice Channel - Facility Termination - Add'l	U1TFS	NA	NA	$238.28	NA	NA	NA	NA	NA	NA
		NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
		NRC - STS-1 Interoffice Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	$61.19	NA	NA	NA	NA	NA	NA
		NRC - STS-1 Interoffice Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	$61.19	NA	NA	NA	NA	NA	NA
		NRC - STS-1 Interoffice Channel - Incremental Charge--Manual Svc Order - Disconn	SOMAN	NA	NA	$3.17	NA	NA	NA	NA	NA	NA
		NRC - STS-1 Interoffice Channel - Incremental Charge--Manual Svc Order - Disconn	SOMAN	NA	NA	$3.17	NA	NA	NA	NA	NA	NA
		NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
		NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$32.75	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
		NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$32.75	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
		NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		Interoffice Channel - OC3										
		Interoffice Channel - OC3 - per Mile	1L5XX	$7.35	$8.38	$4.37	$27.97	$23.89	$18.35	$14.10	$9.75	$13.45
		Interoffice Channel - OC3 - per Facility Termination	TBA	$2,475	$3,043	$2,187.00	$3,390	$2,990	$1,892.00	$2,071	$2,802	$2,124
		NRC - Ordinarily Combined in GA (Note 5)										
		NRC - OC3 - Facility Termination - 1st	TBA	NA	NA	$947.69	NA	NA	NA	NA	NA	NA
		NRC - OC3 - Facility Termination - Add'l	TBA	NA	NA	$413.00	NA	NA	NA	NA	NA	NA
		NRC - OC3 - Facility Termination - Disconnect - 1st	TBA	NA	NA	$122.31	NA	NA	NA	NA	NA	NA
		NRC - OC3 - Facility Termination - Disconnect - Add'l	TBA	NA	NA	$119.14	NA	NA	NA	NA	NA	NA
		NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
		NRC - OC3 - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
		NRC - OC3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
		NRC - OC3 -Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
		NRC - OC3 -Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
		NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
		NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$32.75	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
		NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$32.75	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
		NRC- OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		NRC- OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		Interoffice Channel - OC12										
		Interoffice Channel - OC12 - per Mile	1L5XX	$19.26	$26.91	$15.05	$84.88	$74.44	$60.42	$30.38	$32.52	$49.80
		Interoffice Channel - OC12 - per Facility Termination	TBA	$9,763	$11,685	$8,202.00	$12,344	$11,517	$7,182.00	$2,122	$11,132	$8,015
		NRC - Ordinarily Combined in GA (Note 5)										
		NRC - OC12 - Facility Termination - 1st	TBA	NA	NA	$1,034.00	NA	NA	NA	NA	NA	NA
		NRC - OC12 - Facility Termination - Add'l	TBA	NA	NA	$317.38	NA	NA	NA	NA	NA	NA
		NRC - OC12 - Facility Termination - Disconnect - 1st	TBA	NA	NA	$122.31	NA	NA	NA	NA	NA	NA
		NRC - OC12 - Facility Termination - Disconnect - Add'l	TBA	NA	NA	$119.14	NA	NA	NA	NA	NA	NA
		NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
		NRC -OC12 - Incremental Charge - Manual Svc Order - 1st	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
		NRC - OC12 - Incremental Charge - Manual Svc Order - Add'l	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].											
NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)											
NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$32.75	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$32.75	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
NRC- OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC- OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Interoffice Channel - OC48											
Interoffice Channel - OC48 - per Mile	1L5XX	$30.65	$34.66	$25.70	$138.02	$128.59	$102.43	$120.02	$45.92	$106.55
Interoffice Channel - OC48 - per Facility Termination	TBA	$11,691	$12,554	$11,134.00	$16,017	$14,950	$11,480.00	$1,677	$967.58	$11,632
Interoffice Channel - OC12 interface on OC48 Facility	TBA	$1,424	$1,208	$1,137.00	$1,497	$1,451	$1,351.00	$582.66	$1,561	$1,170
NRC - Ordinarily Combined in GA (Note 5)											
NRC - OC48 - Facility Termination - 1st	TBA	NA	NA	$1,034.00	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination - Add'l	TBA	NA	NA	$317.38	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - 1st	TBA	NA	NA	$539.36	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Add'l	TBA	NA	NA	$317.38	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination - Disconnect - 1st	TBA	NA	NA	$122.31	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination - Disconnect - Add'l	TBA	NA	NA	$119.14	NA	NA	NA	NA	NA	NA
NRC - OC48- Interface OC12 on OC48 - Disconnect - 1st	TBA	NA	NA	$122.31	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Disconnect - Add'l	TBA	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect-1st	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect-Add'	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-1st	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-Add'l	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC - OC-48 - Incremental Charge--Manual Svc Order-1st	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC - OC-48 - Incremental Charge--Manual Svc Order-Add'l	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc Order-1s	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc Order-Ad	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)											
NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$32.75	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$32.75	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
NRC- OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC- OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Channelization:											
DS3 Channelization											
DS3 Channelized System per month	MQ3	$225.36	$222.61	$182.04	$236.32	$245.84	$229.30	$226.81	$200.01	$222.98
DS3 Interface per month (DS1 COCI)	UC1D1	$17.22	$14.51	$11.02	$8.52	$7.55	$5.58	$4.61	$11.99	$3.91
NRC - Ordinarily Combined in GA (Note 5)											
NRC - DS3 Channelization - 1st	MQ3	NA	NA	$316.28	NA	NA	NA	NA	NA	NA
NRC - DS3 Channelization - Add'l	MQ3	NA	NA	$171.72	NA	NA	NA	NA	NA	NA
NRC - Channel Activation - 1st	UC1D1	NA	NA	$12.02	NA	NA	NA	NA	NA	NA
NRC - Channel Activation - Addl	UC1D1	NA	NA	$8.66	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
NRC - DS3 Channelization - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	$50.72	NA	NA	NA	NA	NA	NA
NRC - DS3 Channelization - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	$38.45	NA	NA	NA	NA	NA	NA
NRC - DS3 Channelization - Incremental Charge--Manual Svc Order - Disconnect - 1	SOMAN	NA	NA	$30.09	NA	NA	NA	NA	NA	NA
NRC - DS3 Channelization - Incremental Charge--Manual Svc Order - Disconnect - A	SOMAN	NA	NA	$18.56	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)											
NRC-DS3/STS-1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$32.75	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
NRC-DS3/STS-1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$32.75	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
NRC- DS3/STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC- DS3/STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].										
DS1 Channelization										
DS1 Channelized System per month	MQ1	$136.82	$154.74	$126.22	$200.01	$209.87	$146.87	$177.72	$147.51	$165.21
OCU-DP(data) interface card per month (2.4-64kbs)	1D1DD	$1.66	$2.22	$1.86	$2.94	$3.12	$2.86	$2.88	$2.34	$2.46
VG interface card per month	1D1VG	$0.8586	$1.46	$1.17	$1.40	$1.62	$1.45	$1.64	$1.47	$1.25
2-wire ISDN(BRITE card) per month	UC1CA	$3.41	$3.86	$3.71	$4.04	$4.18	$3.88	$3.76	$4.21	$3.33
NRC - Ordinarily Combined in GA (Note 5)										
NRC - DS1 Channelization - 1st	MQ1	NA	NA	$206.09	NA	NA	NA	NA	NA	NA
NRC - DS1 Channelization - Add'l	MQ1	NA	NA	$137.06	NA	NA	NA	NA	NA	NA
NRC - Channel Activation VG - 1st	1D1VG	NA	NA	$12.02	NA	NA	NA	NA	NA	NA
NRC - Channel Activation VG - Add'l	1D1VG	NA	NA	$8.66	NA	NA	NA	NA	NA	NA
NRC - Channel Activation OCU-DP- 1st	1D1DD	NA	NA	$12.02	NA	NA	NA	NA	NA	NA
NRC - Channel Activation OCU-DP- Add'l	1D1DD	NA	NA	$8.66	NA	NA	NA	NA	NA	NA
NRC - Channel Activation BRITE - 1st	UCICA	NA	NA	$12.02	NA	NA	NA	NA	NA	NA
NRC - Channel Activation BRITE - Add'l	UCICA	NA	NA	$8.66	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
NRC - DS1 Channelization - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	$14.75	NA	NA	NA	NA	NA	NA
NRC - DS1 Channelization - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	$6.55	NA	NA	NA	NA	NA	NA
NRC - DS1 Channelization - Incremental Charge--Manual Svc Order - Disconnect - 1	SOMAN	NA	NA	$10.70	NA	NA	NA	NA	NA	NA
NRC - DS1 Channelization - Incremental Charge--Manual Svc Order - Disconnect - A	SOMAN	NA	NA	$0.00	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$32.75	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$32.75	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Access to DCS - Customer Reconfiguration (FlexServ)										
DS1 DSC Termination with DS0 Switching		TBD	$28.72	$22.86	TBD	TBD	TBD	TBD	TBD	TBD
DS1 DSC Termination with DS1 Switching		TBD	$12.23	$8.64	TBD	TBD	TBD	TBD	TBD	TBD
DS3 DSC Termination with DS1 Switching		TBD	$154.31	$151.85	TBD	TBD	TBD	TBD	TBD	TBD
NRC - Ordinarily Combined in GA:										
NRC - Customer Configuration Establishment		TBD	$2.97	$2.91	TBD	TBD	TBD	TBD	TBD	TBD
NRC - Customer Configuration Establishment - Disconnect		TBD	$3.44	$3.36	TBD	TBD	TBD	TBD	TBD	TBD
NRC- DS1 DSC Termination with DS0 Switching - 1st		TBD	$51.50	$32.07	TBD	TBD	TBD	TBD	TBD	TBD
NRC- DS1 DSC Termination with DS0 Switching - Add'l		TBD	$39.64	$31.49	TBD	TBD	TBD	TBD	TBD	TBD
NRC- DS1 DSC Termination with DS0 Switching - Disconnect - 1st		TBD	$31.06	$20.16	TBD	TBD	TBD	TBD	TBD	TBD
NRC- DS1 DSC Termination with DS0 Switching - Disconnect - Add'l		TBD	$24.98	$20.16	TBD	TBD	TBD	TBD	TBD	TBD
NRC- DS1 DSC Termination with NRC- DS1 Switching - 1st		TBD	$37.23	$18.07	TBD	TBD	TBD	TBD	TBD	TBD
NRC- DS1 DSC Termination with NRC- DS1 Switching - Add'l		TBD	$25.36	$17.49	TBD	TBD	TBD	TBD	TBD	TBD
NRC- DS1 DSC Termination with NRC- DS1 Switching - Disconnect - 1st		TBD	$22.81	$12.10	TBD	TBD	TBD	TBD	TBD	TBD
NRC- DS1 DSC Termination with NRC- DS1 Switching - Disconnect - Add'l		TBD	$16.73	$12.10	TBD	TBD	TBD	TBD	TBD	TBD
NRC- DS3 DSC Termination with DS1 Switching - 1st		TBD	$51.50	$32.07	TBD	TBD	TBD	TBD	TBD	TBD
NRC- DS3 DSC Termination with DS1 Switching - Add'l		TBD	$39.64	$31.49	TBD	TBD	TBD	TBD	TBD	TBD
NRC- DS3 DSC Termination with DS1 Switching - Disconnect - 1st		TBD	$31.06	$20.16	TBD	TBD	TBD	TBD	TBD	TBD
NRC- DS3 DSC Termination with DS1 Switching - Disconnect - Add'l		TBD	$24.98	$20.16	TBD	TBD	TBD	TBD	TBD	TBD
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-DCS COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$32.75	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
NRC-DCS COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$32.75	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
NRC- DCS COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC- DCS COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Node (Synchronet)										
Node per month	UNCNT	$15.77	$16.35	$13.98	$18.11	$15.43	$16.15	$16.00	$14.55	$17.11
NRC - Ordinarily Combined in GA:										
NRC - Node - 1st	UNCNT	NA	NA	$47.19	NA	NA	NA	NA	NA	NA

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].											
NRC - Node - Add'l	UNCNT	NA	NA	$4.47	NA	NA	NA	NA	NA	NA
NRC - Node - Disconnect - 1st	UNCNT	NA	NA	$13.81	NA	NA	NA	NA	NA	NA
NR C - Node - Disconnect - Add'l	SOMAN	NA	NA	$3.95	NA	NA	NA	NA	NA	NA
NRC - Node - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	$21.73	NA	NA	NA	NA	NA	NA
NRC - Node - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Node - Incremental Charge - Manual Service Order - Disconnect -1st	SOMAN	NA	NA	$3.87	NA	NA	NA	NA	NA	NA
NRC - Node - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-Node - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$32.75	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
NRC-Node - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$32.75	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
NRC- Node - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC- Node - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Optional Features & Functions:										
NRC - Clear Channel Capability (B8ZS/ESF) Option - Subsequent - per DS1 Chann	CCOEF	$184.85	$184.92	$184.62	$184.91	$184.65	$184.60	$184.76	$185.26	$185.16
NRC - Clear Channel Capability (B8ZS/ESF) Option - Subsequent - per DS1 Chann	CCOEF	$23.81	$23.82	$23.78	$23.82	$23.70	$23.78	$23.60	$23.86	$23.85
NRC - Clear Channel Capability (B8ZS/ESF) Option - Subsequent - per DS1 Chann	CCOEF	$1.99	$2.07	$2.03	$1.99	$1.97	$1.96	$1.99	$1.99	$2.03
NRC - Clear Channel Capability (B8ZS/ESF) Option - Subsequent - per DS1 Chann	CCOEF	$0.77	$0.80	$0.79	$0.78	$0.77	$0.76	$0.78	$0.78	$0.79
NRC - Clear Channel Capability (B8ZS/ESF) Option - Subsequent - Manual Service	SOMAN	$29.23	$21.73	$29.33	$29.24	$29.20	$29.33	$29.33	$29.33	$29.33
NRC - Clear Channel Capability (B8ZS/ESF) Option - Subsequent - Manual Service	SOMAN	$3.93	$3.87	$3.93	$3.94	$3.92	$3.93	$3.93	$3.93	$3.93
NRC - Clear Channel Capability (B8ZS/SF) Option - Subsequent - per DS1 Channel	CCOSF	$184.85	$184.92	$184.62	$184.91	$184.65	$184.60	$184.76	$185.26	$185.16
NRC - Clear Channel Capability (B8ZS/ESF) Option - Subsequent - per DS1 Chann	CCOSF	$23.81	$23.82	$23.78	$23.82	$23.70	$23.78	$23.60	$23.86	$23.85
NRC - Clear Channel Capability (B8ZS/SF) Option - Subsequent - per DS1 Channel	CCOSF	$1.99	$2.07	$2.03	$1.99	$1.97	$1.96	$1.99	$1.99	$2.03
NRC - Clear Channel Capability (B8ZS/ESF) Option - Subsequent - per DS1 Chann	CCOSF	$0.77	$0.80	$0.79	$0.78	$0.77	$0.76	$0.78	$0.78	$0.79
NRC - Clear Channel Capability (B8ZS/SF) Option - Subsequent - Manual Service C	SOMAN	$29.23	$21.73	$29.33	$29.24	$29.20	$29.33	$29.33	$29.33	$29.33
NRC - Clear Channel Capability (B8ZS/ESF) Option - Subsequent - Manual Service	SOMAN	$3.93	$3.87	$3.93	$3.94	$3.92	$3.93	$3.93	$3.93	$3.93

Notes :

Interim rates subject to true-up.

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

2 New EELs will only be available in the State of Georgia and in density Zone 1 of the following MSAs in the BellSouth Region:

Florida - Miami, Orlando, Ft. Lauderdale

Louisiana - New Orleans

N. Carolina - Greensboro, Charlotte

Tennessee - Nashville

3 Unapproved rates are subject to true up.

4 Add together the recurring rates of all the applicable network elements in order to obtain total monthly recurring rate.

* Examples:

- 2-wire VG Loop + Voice Grade Interface Card + DS1 Channelization System + DS1 Interoffice Channel
- DS1 Loop + DS1 Interface Card + DS3 Channelization System + DS3 Interoffice Channel

			New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].										
			- DS3 Local Channel + DS3 Interoffice Channel + DS3 Channelization System + DS1 Interface Card										
		5	The Ordinarily Combined in GA NRC applies to new combinations within the State of Georgia.										
		6	The "Switch As Is" NRC is a conversion charge. One SAI charge is applicable per circuit.										

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Operational Support Systems										
Recovery of incremental OSS costs, per CLP, per month		NA	NA	NA	NA	NA	NA	$305.00	NA	NA
RC - OSS OLEC Daily Usage File: Recording, Per Message		$0.0002	$0.008	$0.0001275	$0.0008611	$0.00019	$0.0001179	$0.0003	$0.0002862	$0.008
RC- OSS OLEC Daily Usage File: Message Processing, Per Message		$0.0033	$0.004	$0.0082548	$0.0032357	$0.0024	$0.0032089	$0.0032	$0.0032344	$0.004
RC - OSS OLEC Daily Usage File: Message Distribution, Per Magnetic Tape		$55.19	$54.95	$28.85	$55.68	$47.3000	$54.62	$54.61	$54.72	$54.95
RC - OSS OLEC Daily Usage File: Data Transmission (CONNECT:DIRECT), Per		$0.00004	$0.001	$0.0000434	$0.0000365	$0.0000300	$0.0000354	$0.00004	$0.0000357	$0.001
Access Daily Usage File (ADUF)										
RC - ADUF, Message Processing, per message		$0.004	$0.004	$0.0136327	$0.004	$0.004	$0.004	$0.004	$0.004	$0.004
RC - ADUF, Message Distribution, per Magnetice Tape provisioned		NA	NA	NA	NA	NA	NA	NA	NA	NA
RC - ADUF, Data Transmision (CONNECT:DIRECT), per message		$0.001	$0.001	$0.0000434	$0.001	$0.0000305	$0.001	$0.001	$0.001	$0.001
Enhanced Optional Daily Usage File (EODUF)										
Enhanced Optional Daily Usage File: Message Processing , Per Message		$0.004	$0.004	$0.0034555	$0.004	$0.004	$0.004	$0.004	$0.004	$0.004
Enhanced Optional Daily Usage File: Message Processing, per magnetic tape		NA	NA	NA	NA	NA	NA	NA	NA	NA
Enhanced Optional Daily Usage File: Data Transmision (CONNECT:DIRECT),		NA	NA	NA	NA	NA	NA	NA	NA	NA
SWA 8XX Toll Free Dialing Ten Digit Screening Service (Note 1)										
8XX Access Ten Digit Screening (all types), per call (Note 2)	N/A	$0.0005	NA	$0.0004868	NA	$0.0005305	$0.0005321	$0.00050	$0.0005227	NA
8XX Access Ten Digit Screening Svc. W/8XX No. Delivery										
per query	N/A	NA	$0.004	NA	$0.0010	NA	NA	$0.00365	NA	$0.004
for 8XX Numbers, with Optional Complex Features, per query	N/A	NA	$0.0045	NA	$0.0011	NA	NA	$0.00431	NA	$0.0045
8XX Access Ten Digit Screening Svc. W/POTS No. Delivery										
per query	N/A	NA	$0.004	NA	$0.0010	NA	NA	$0.00383	NA	$0.004
with Optional Complex Features, per query	N/A	NA	$0.0045	NA	$0.0011	NA	NA	$0.00431	NA	$0.0045
8XX Access Ten Digit Screening Svc. W/800 No. Delivery										
per message	N/A	NA	NA	NA	NA	NA	NA	NA	NA	NA
for 8XX Numbers, w/Optional Complex Features, per message	N/A	NA	NA	NA	NA	NA	NA	NA	NA	NA
8XX Access Ten Digit Screening Svc. W/POTS No. Delivery										
per message	N/A	NA	NA	NA	NA	NA	NA	NA	NA	NA
with Optional Complex Features, per message	N/A	NA	NA	NA	NA	NA	NA	NA	NA	NA
Reservation Charge per 8XX number reserved										
NRC - 1st	N8R1X	$7.13	NA	$6.57	$10.05	$6.29	$8.46	$7.05	$6.38	$30.00
NRC - Addl'l	N8R1X	$0.97	NA	$0.76	$1.19	$0.73	$0.96	$0.96	$0.9583	$0.50
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$26.94	$27.84	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
Per 8XX # Established w/o POTS (w/8XX No.) Translations										
NRC - 1st	N/A	$15.88	NA	$12.81	$30.59	$12.27	$17.04	$23.82	$22.63	$67.50
NRC - Addl'l	N/A	$1.97	NA	$1.45	$3.22	$1.39	$1.93	$2.73	$2.73	$1.50
NRC - Disconnect Charge - 1st	N/A	$10.04	NA	NA	NA	$8.30	$11.32	NA	$42.95	NA
NRC - Disconnect Charge - Add'l	N/A	$0.97	NA	NA	NA	$0.73	$0.96	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$41.35	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.75	NA	NA	NA	$11.40	$16.05	NA	NA	NA
Per 8XX # Established with POTS Translations										
NRC - 1st	N8FTX	$15.88	NA	$12.81	$30.59	$12.27	$17.04	$23.82	$22.63	$67.50
NRC - Addl'l	N8FTX	$1.97	NA	$1.45	$3.22	$1.39	$1.93	$2.73	$2.73	$1.50
NRC - Disconnect Charge - 1st	N8FTX	$10.04	NA	NA	NA	$8.30	$11.32	NA	$42.95	NA
NRC - Disconnect Charge - Add'l	N8FTX	$0.97	NA	NA	NA	$0.73	$0.96	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$41.35	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.75	NA	NA	NA	$11.40	$16.05	NA	NA	NA
Customized Area of Service per 8XX Number										
NRC - 1st	N8FCX	$5.69	NA	$4.46	$6.97	$4.27	$5.63	$5.63	$5.64	$3.00
NRC - Addl'l	N8FCX	$2.85	NA	$2.23	$3.49	$2.14	$2.81	$2.82	$2.82	$1.50
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Multiple Inter LATA Carrier Routing per Carrier Requested per 8XX #										
NRC - 1st	N8FMX	$6.66	NA	$5.22	$8.16	$5.00	$6.59	$6.59	$6.60	$3.50
NRC - Addl'l	N8FMX	$3.81	NA	$2.99	$4.67	$2.86	$3.77	$3.77	$3.78	$2.00
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
Change Charge per request										
NRC - 1st	N8FAX	$8.10	NA	$7.33	$11.24	$7.01	$9.42	$8.01	$7.34	$48.50
NRC - Addl'l	N8FAX	$0.97	NA	$0.76	$1.19	$0.73	$0.96	$0.96	$0.9583	$0.50
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$26.94	$27.84	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
Call Handling and Destination Features										
NRC - 1st	N8FDX	$5.69	NA	$4.72	$6.97	$4.27	$5.63	$5.63	$5.64	$3.00
NRC - Add'l	N8FDX	NA	NA	$4.46	$6.97	$4.27	$5.63	NA	$5.64	$3.00
LINE INFORMATION DATABASE ACCESS (LIDB)										
LIDB Common Transport per query	OQT	$0.00004	$0.0003	$0.0000338	$0.00006	$0.0000418	$0.0000446	$0.0003	$0.0000442	$0.0003
LIDB Validation per query	OQU	$0.041003	$0.041003	$0.0105974	$0.00938	$0.0103774	$0.0142132	$0.013400	$0.0141003	$0.041003
LIDB Originating Point Code Establishment or Change - NRC	N/A	$64.36	NA	$50.30	$107.60	$48.17	$63.63	$91.00	$61.62	NA
NRC - Incremental Charge - Electronic Service Order		NA	NA	NA	NA	NA	NA	$62.26	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$25.93	NA	$18.94	NA	$18.14	$25.52	$26.94	$27.84	$91.00
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	$27.84	NA
CCS7 SIGNALING TRANSPORT SERVICE										
CCS7 Signaling Connection, per link (A link) per month		$18.79	$5.00	$17.05	$16.31	$19.48	$21.58	$155.00	$21.79	$155.00
NRC		$171.98	$400.00	$131.96	$354.95	$126.34	$169.72	$510.00	$277.07	$510.00
NRC - Disconnect		$135.70	NA	NA	NA	$101.10	$134.08	NA	$42.95	NA
NRC - Incremental Charge - Manual Service Order	SOMAN	$25.93	NA	$18.94	NA	$18.14	$25.52	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$16.31	NA	NA	NA	$11.40	$16.05	NA	NA	NA
CCS7 Signaling Connection, per link (B link) (also known as D link) per month		$18.79	$5.00	$17.05	$16.31	$19.48	$21.58	$155.00	$21.79	Not available
NRC		$171.98	$400.00	$131.96	$354.95	$126.34	$169.72	$510.00	$277.07	$510.00
NRC - Disconnect		$135.70	NA	NA	NA	$101.10	$134.08	NA	$42.95	NA
NRC - Incremental Charge - Manual Service Order	SOMAN	$25.93	NA	$18.94	NA	$18.14	$25.52	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$16.31	NA	NA	NA	$11.40	$16.05	NA	NA	NA
CCS7 Signaling Termination, per STP port per month		$148.72	$113.00	$133.99	$174.08	$161.99	$161.12	$132.88	$156.33	$355.00
CCS7 Signaling Usage, per ISUP message		$0.00004	$0.00001	$0.0000354	$0.000037893	$0.0000430	$0.0000456	$0.00004	$0.0000452	$0.000023
(applicable when measurement and billing capability exists.)										
CCS7 Signaling Usage, per TCAP message		$0.0001	$0.00004	$0.0000870	$0.000102042	$0.0001052	$0.0001115	$0.00009	$0.0001108	$0.00005
(applicable when measurement and billing capability exists.)										
CCS7 Signaling Usage Surrogate, per link per LATA per mo (9)		$376.12	$64.00	$340.67	$329.98	$406.71	$406.53	$338.98	$396.55	$395.00
CCS7 Signaling Point Code, Establishment or Change, per STP affected										
NRC		$62.00	$62.00	$62.00	$62.00	$62.00	$62.00	$62.00	$62.00	$62.00
OPERATOR CALL PROCESSING										
Operator Provided Call Handling per min - Using BST LIDB	N/A	$1.21	$1.00	$0.9680296	$1.6016	$0.91	$1.19	$1.20	$1.21	NA
Call Completion Access Termination Charge per call attempt	N/A	$0.08	NA	NA	NA	NA	NA	NA	$0.08	NA
Operator Provided Call Handling per min - Using Foreign LIDB	N/A	$1.25	$1.00	$1.02	$1.6249	$0.96	$1.24	$1.24	$1.25	NA
Call Completion Access Termination Charge per call attempt	N/A	$0.08	NA	NA	NA	NA	NA	NA	$0.08	NA
Operator Provided Call Handling, per call	N/A	NA	NA	NA	NA	NA	NA	NA	NA	$0.30
Fully Automated Call Handling per call - Using BST LIDB	N/A	$0.11	$0.10	$0.0776409	$0.0856	$0.10	$0.1072884	$0.11	$0.1115808	$0.15
Fully Automated Call Handling per call - Using Foreign LIDB	N/A	$0.13	$0.10	$0.0976984	$0.1071	$0.12	$0.1253666	$0.12	$0.1293459	$0.15
Professional recording of name (OCP alone)	USOD1	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$7,000.00
Professional recording of name (DA and OCP alone)	USOD1	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$7,000.00
DRAM or front-end loading, per TOPS switch	USOD2	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00
AABS or back-end loading, per IVS	USOD2	$225.00	$225.00	$225.00	$225.00	$225.00	$225.00	$225.00	$225.00	$225.00
EBAS or 0- automation loading, per NAV shelf	USOD2	$270.00	$270.00	$270.00	$270.00	$270.00	$270.00	$270.00	$270.00	$270.00
Recording Charge per Branded Announcement – Disconnect – Initial	N/A	$9.61	NA	NA	NA	NA	NA	NA	NA	NA

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Recording Charge per Branded Announcement – Disconnect – Subsequent	N/A	$9.61	NA	NA	NA	NA	NA	NA	NA	NA
INWARD OPERATOR SERVICES										
Verification, per minute	N/A	$1.16	NA	$0.921083	NA	$0.86	$1.14	$1.15	$1.15	NA
Verification and Emergency Interrupt, per minute	N/A	$1.16	NA	$0.921083	NA	$0.86	$1.14	$1.15	$1.15	NA
Verification, per call	VIL	NA	$0.80	NA	$1.00	NA	NA	$0.54	NA	$0.90
Verification and Emergency Interrupt, per call	N/A	NA	$1.00	NA	$1.111	NA	NA	$0.65	NA	$1.95
DIRECTORY ASSISTANCE SERVICES										
Directory Assist Call Completion Access Svc (DACC), per call attempt	N/A	$0.10	$0.10	$0.10	$0.10	$0.10	$0.10	$0.062	$0.10	$0.10
Call Completion Access Term charge per completed call	N/A	NA	NA	NA	NA	NA	NA	NA	$0.08	NA
Number Services Intercept per query	N/A	$0.0235	$0.01	$0.0097497	$0.0086	$0.02	$0.0188268	$0.0110	$0.0124036	$0.15
Number Services Intercept per Intercept Query Update	N/A	NA	NA	NA	$0.0055	NA	NA	NA	NA	NA
Directory Assistance Access Service Calls, per call	N/A	$0.275	$0.275	$0.275	$0.275	$0.275	$0.275	$0.260000	$0.275	$0.275
Professional recording of name (DA alone)	N/A	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00
Professional recording of name (DA and OCP alone)	N/A	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$7,000.00
DRAM or front-end loading, per TOPS switch	N/A	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00
AABS or back-end loading, per IVS	N/A	$225.00	$225.00	$225.00	$225.00	$225.00	$225.00	$225.00	$225.00	$225.00
EBAS or 0- automation loading, per NAV shelf	N/A	$270.00	$270.00	$270.00	$270.00	$270.00	$270.00	$270.00	$270.00	$270.00
Recording Charge per Branded Announcement – Disconnect – Initial	N/A	$9.61	NA	NA	NA	NA	NA	NA	NA	NA
Recording Charge per Branded Announcement – Disconnect – Subsequent	N/A	$9.61	NA	NA	NA	NA	NA	NA	NA	NA
Directory Transport										
Directory Transport - Local Channel DS1, per month	N/A	$35.52	$43.64	$38.36	$36.32	$43.83	$38.91	$35.68	$37.20	$133.81
NRC - 1st	N/A	$503.57	$242.45	$356.15	$637.46	$339.69	$494.83	$534.48	$534.81	$868.97
NRC - Add'l	N/A	$442.84	$226.44	$312.89	$546.94	$298.29	$435.28	$462.69	$462.81	$486.83
NRC - Disconnect Charge - 1st	N/A	$46.28	NA	NA	NA	$33.02	$46.85	NA	NA	NA
NRC - Disconnect Charge - Add'l	N/A	$32.18	NA	NA	NA	$23.32	$33.02	NA	NA	NA
NRC - Incremental Charge-Manual Svc Order - NRC - 1st	SOMAN	$61.99	NA	$44.22	NA	$42.34	$59.58	$86.15	$87.99	NA
NRC - Incremental Charge-Manual Svc Order - NRC -addl		NA	NA	NA	NA	NA	NA	$1.77	NA	NA
NRC - Incremental Charge-Manual Svc Order - NRC-Disconnect	SOMAN	$29.27	NA	NA	NA	$19.48	$27.41	NA	$3.11	NA
Directory Transport - Dedicated DS1 Level Interoffice per mile per mo	N/A	$0.6923	$0.6013	$0.4523	$0.45	$0.78	$0.6598	$0.5753	$0.7598	$23.00
Directory Transport - Dedicated DS1 Level Interoffice per facility termination per r	N/A	$79.69	$99.79	$78.47	$55.05	$93.40	$74.40	$71.29	$94.98	$90.00
NRC - 1st	N/A	$198.15	$45.91	$147.07	$298.18	$140.49	$196.28	$217.17	$216.27	$100.49
NRC - Add'l	N/A	$148.18	$44.18	$111.75	$231.18	$106.69	$147.31	$163.75	$162.70	$100.49
NRC - Disconnect Charge - 1st	N/A	$25.44	NA	NA	NA	$20.00	$26.56	NA	NA	NA
NRC - Disconnect Charge - Add'l	N/A	$20.42	NA	NA	NA	$16.34	$21.61	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$38.07	$39.63	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$27.37	NA	NA	NA	$18.14	$25.52	$38.07	$39.63	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$12.97	NA	NA	NA	$8.06	$11.34	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	$12.97	NA	NA	NA	$8.06	$11.34	NA	NA	NA
Switched Common Transport per DA Access Service per call	N/A	$0.0003	$0.0003	$0.0002906	$0.000175	$0.0003274	$0.0002997	$0.00020	$0.000327	NA
Switched Common Transport per DA Access Service per call per mile	N/A	$0.00003	$0.00001	$0.0000186	$0.000004	$0.0000175	$0.0000202	$0.00003	$0.0000303	NA
Access Tandem Switching per DA Access Service per call	N/A	$0.0023	$0.00055	$0.0019152	$0.000783	$0.0025257	$0.0023713	$0.0021	$0.0024809	NA
DA Interconnection, per DA Access Service Call	N/A	$0.00269	NA	$0.00269	NA	NA	NA	$0.00	$0.000269	NA
Directory Transport-Installation NRC, per trunk or signaling connection	N/A									
NRC - 1st	N/A	$260.69	$206.06	$204.23	$501.98	$195.54	$257.73	NA	$407.81	NA
NRC - Add'l	N/A	$5.95	$4.71	$4.42	$13.32	$4.23	$5.85	NA	$11.00	NA
NRC - Disconnect Charge - 1st	N/A	$173.46	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - Add'l	N/A	$5.95	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	$44.22	NA	$130.05	$171.49	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	$4.23	$5.85	NA	NA	NA
NRC - Manual Service Order - 1st		NA	NA	NA	NA	NA	NA	$407.53	NA	NA
NRC - Manual Service Order - Add'l		NA	NA	NA	NA	NA	NA	$10.98	NA	NA
Directory Assistance Database Service (DADS)										
Directory Assistance Database Service charge per listing	N/A	$0.0446	$0.001	$0.0445	$0.0193	$0.0443	$0.0447	$0.04460	$0.0444	NA

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Directory Assistance Database Service, per month	DBSOF	$128.55	$100.00	$95.50	$120.76	$90.54	$126.17	$126.26	$127.23	NA
AIN (Note 4)										TBD
AIN, per message	CAM	NA	$0.00004	NA	NA	NA	NA	NA	NA	NA
AIN - BellSouth AIN SMS Access Service	CAM								NA	NA
Service Establishment Charge, per state, initial set-up										
NRC	CAMSE	$197.49	NA	$90.25	NA	$153.31	$174.03	$294.77	$296.16	NA
NRC - Disconnect	CAMSE	$114.22	NA	NA	NA	$78.06	$135.96	NA	NA	NA
Port Connection - Dial/Shared Access										
NRC	CAMDP	$64.05	NA	$29.66	NA	$50.07	$53.47	$86.94	$87.29	NA
NRC - Disconnect	CAMDP	$27.04	NA	NA	NA	$18.61	$37.70	NA	NA	NA
Port Connection - ISDN Access										
NRC	CAM1P	$64.05	NA	$29.66	NA	$50.07	$53.47	$86.94	$87.29	NA
NRC - Disconnect	CAM1P	$27.04	NA	NA	NA	$18.61	$37.70	NA	NA	NA
User ID Codes - per User ID Code										
NRC	CAMAU	$141.84	NA	$84.43	NA	$104.95	$129.83	$200.83	$202.08	NA
NRC - Disconnect	CAMAU	$70.05	NA	NA	NA	$48.95	$79.91	NA	NA	NA
Security Card per User ID Code, initial or replacement										
NRC	CAMRC	$142.13	NA	$35.44	NA	$125.33	$131.54	$172.05	$172.26	NA
NRC - Disconnect	CAMRC	$35.26	NA	NA	NA	$24.40	$45.77	NA	NA	NA
Storage, per unit (100Kb)	N/A	$0.0026	NA	$0.0023	NA	$0.0029	$0.0029	$0.0023	$0.0028	NA
Session per minute	N/A	$0.0892	NA	$0.0795604	NA	$0.10	$0.0975650	$0.0791	$0.0942966	NA
C0. Performed Session, per minute					NA	$1.97	$2.09	$2.08	$2.07	NA
AIN - BellSouth AIN Toolkit Service										
AIN, Service Creation Tools	CAMBP	NA	TBD	NA	NA	NA	NA	NA	NA	NA
Service Establishment Charge, per state, initial set-up										
NRC	BAPSC	$192.69	NA	$86.74	NA	$153.25	$169.31	$290.05	$291.41	NA
NRC - Disconnect	BAPSC	$114.22	NA	NA	NA	$78.05	$135.96	NA	NA	NA
Training Session, per customer										
NRC	BAPVX	$8,363.00	NA	$8,348.00	NA	$8,315.00	$8,379.00	$8,363.00	$8,333.00	NA
NRC - Disconnect	BAPVX	NA	NA	NA	NA	NA	NA	NA	NA	NA
Trigger Access Charge, per trigger, per DN, Term. Attempt										
NRC	BAPTT	$49.64	NA	$19.13	NA	$41.08	$39.30	$72.76	$73.02	NA
NRC - Disconnect	BAPTT	$27.04	NA	NA	NA	$18.60	$37.70	NA	NA	NA
Trigger Access Charge, per trigger per DN, Off-Hook Delay										
NRC	BAPTD	$49.64	NA	$114.80	NA	$41.08	$39.30	$72.76	$73.02	NA
NRC - Disconnect	BAPTD	$27.04	NA	NA	NA	$18.60	$37.70	NA	NA	NA
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate										
NRC	BAPTM	$49.64	NA	$19.13	NA	$41.08	$39.30	$72.76	$73.02	NA
NRC - Disconnect	BAPTM	$27.04	NA	NA	NA	$18.60	$37.70	NA	NA	NA
Trigger Access Charge, per trigger, per DN, 10-Digit PODP										
NRC	BAPTO	$117.98	NA	$70.06	NA	$92.99	$106.90	$149.95	$150.25	NA
NRC - Disconnect	BAPTO	$37.90	NA	NA	NA	$26.73	$48.44	NA	NA	NA
Trigger Access Charge, per trigger, per DN, CDP										
NRC	BAPTC	$117.98	NA	$70.06	NA	$92.99	$106.90	$149.95	$150.25	NA
NRC - Disconnect	BAPTC	$37.90	NA	NA	NA	$26.73	$48.44	NA	NA	NA
Trigger Access Charge, per trigger, per DN, Feature Code										
NRC	BAPTF	$117.98	NA	$70.06	NA	$92.99	$106.90	$149.95	$150.25	NA
NRC - Disconnect	BAPTF	$37.90	NA	NA	NA	$26.73	$48.44	NA	NA	NA
Query Charge, per query		$0.024	NA	$0.0209223	NA	$0.03	$0.0256138	$0.02	$0.0250662	NA
Type 1 Node Charge, per AIN Toolkit Subscription, per node, per query		$0.006	NA	$0.0053137	NA	$0.0065	$0.0065161	$0.005	$0.0062979	NA
SCP Storage Charge, per SMS Access Acct, per 100 Kb	N/A	$1.63	NA	$1.46	NA	$1.79	$1.79	$1.45	$1.73	NA
Monthly Report - per AIN Toolkit Service Subscription	BAPMS	$16.00	NA	$15.96	NA	$15.89	$16.01	$15.98	$15.93	NA
NRC	BAPMS	$44.56	NA	$22.64	NA	$34.61	$44.02	$71.80	$72.15	NA

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Disconnect	BAPMS	$31.84	NA	NA	NA	$21.97	$31.28	NA	NA	NA
Special Study - per AIN Toolkit Service Subscription	BAPLS	$0.10	NA	$0.0861109	NA	$0.08	$0.0810536	$0.08	$0.0872769	NA
NRC	BAPLS	$47.74	NA	$22.64	NA	$37.77	$47.21	$47.20	$47.35	NA
NRC - Disconnect	BAPLS	$15.90	NA	NA	NA	NA	NA	NA	NA	NA
Call Event Report - per AIN Toolkit Service Subscription	BAPDS	$15.90	NA	$15.87	NA	$15.81	$15.93	$15.90	$15.84	NA
NRC	BAPDS	$44.56	NA	$22.64	NA	$34.61	$44.02	$71.80	$72.15	NA
NRC - Disconnect	BAPDS	$31.84	NA	NA	NA	$21.97	$31.28	NA	NA	NA
Call Event special Study - per AIN Toolkit Service Subscription	BAPES	$0.003	NA	$0.0028704	NA	$0.0026	$0.0027018	$0.003	$0.0029092	NA
NRC	BAPES	$47.74	NA	$22.64	NA	$37.77	$47.21	$47.20	$47.35	NA
NRC - Disconnect	BAPES	$15.90	NA	NA	NA	$37.77	NA	NA	NA	NA
CALLING NAME (CNAM) QUERY SERVICE										
CNAM (Database Owner), Per Query	N/A	$0.016	$0.016	$0.016	$0.016	$0.016	$0.016	$0.016	$0.016	$0.016
CNAM (Non-Database Owner), Per Query *	N/A	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01
NRC, applicable when CLEC-1 uses the Character Based User Interface (CHUI)	N/A	$595.00	$595.00	$595.00	$595.00	$595.00	$595.00	$595.00	$595.00	$595.00
* Volume and term arrangements are also available.										
SELECTIVE ROUTING (Note 5)										
Per Line or PBX Trunk, each		NA	NA	NA	$10.00 (Interim	NA	NA	NA	NA	TBD
NRC		NA	NA	NA	NA	NA	NA	NA	NA	TBD
Customized routing per unique line class code, per request, per switch						NA	NA	NA	NA	NA
NRC	USRCR	$230.60	$229.65	$180.62	$229.65	$229.65	$227.99	$229.65	$226.22	$229.65
NRC - Incremental Charge - Manual Service Order		$25.93	NA	$18.94	NA	NA	$25.52	NA	$27.84	NA
VIRTUAL COLLOCATION										
2-wire Cross-Connect										
RC	UEAC2	$0.28	$0.524	$0.30	$0.31	$0.26	$0.3996	$0.09	$0.3648	$0.30
NRC - 1st	UEAC2	$30.76	$11.57	$12.60	$54.21	$23.04	$30.93	$41.78	$41.50	$19.20
NRC - Add'l	UEAC2	$29.40	$11.57	$12.60	$51.07	$22.11	$29.59	$39.23	$38.94	$19.20
NRC - 1st - Manual Service Order		NA	NA	NA	NA	NA	NA	$4.75	NA	NA
NRC - Add'l - Manual Service Order		NA	NA	NA	NA	NA	NA	$4.75	NA	NA
NRC - Disconnect - 1st	UEAC2	$12.75	NA	NA	NA	$9.48	$12.76	NA	NA	NA
NRC - Disconnect - Add'l	UEAC2	$11.38	NA	NA	NA	$8.54	$11.43	NA	NA	NA
4-wire Cross-Connect										
RC	UEAC4	$0.56	$0.524	$0.50	$0.62	$0.52	$0.7992	$0.18	$0.7297	$0.50
NRC - 1st	UEAC4	$66.71	$11.57	$12.60	$54.23	$23.23	$31.17	$41.91	$41.56	$19.20
NRC - Add'l	UEAC4	$50.43	$11.57	$12.60	$50.96	$22.24	$29.77	$39.25	$38.90	$19.20
NRC - 1st - Manual Service Order		NA	NA	NA	NA	NA	NA	$4.73	NA	NA
NRC - Add'l - Manual Service Order		NA	NA	NA	NA	NA	NA	$4.73	NA	NA
NRC - Disconnect - 1st	UEAC4	$12.82	NA	NA	NA	$9.53	$12.83	NA	NA	NA
NRC - Disconnect - Add'l	UEAC4	$11.39	NA	NA	NA	$8.55	$11.43	NA	NA	NA
2-fiber Cross-Connect										
RC	CNC2F	$12.10	NA	$15.64	$15.64	$19.13	$15.64	$15.99	$15.06	$15.64
NRC - 1st	CNC2F	$55.46	NA	$41.56	$41.56	$41.07	$41.56	$67.34	$69.28	$41.56
NRC - Add'l	CNC2F	$39.18	NA	$29.82	$29.82	$29.63	$29.82	$48.55	$48.89	$29.82
NRC - Disconnect - 1st	CNC2F	$16.83	NA	NA	NA	$12.84	$12.96	NA	NA	NA
NRC - Disconnect - Add'l	CNC2F	$13.27	NA	NA	NA	$10.29	$10.34	NA	NA	NA
4-fiber Cross-Connect										
RC	CNC4F	$21.75	NA	$28.11	$28.11	$34.38	$28.11	$28.74	$27.08	$28.11
NRC - 1st	CNC4F	$66.71	NA	$50.53	$50.53	$49.81	$50.53	$82.35	$84.07	$50.53
NRC - Add'l	CNC4F	$50.43	NA	$38.78	$38.78	$38.37	$38.78	$63.56	$63.68	$38.78
NRC - Disconnect - 1st	CNC4F	$21.86	NA	NA	NA	$16.75	$16.97	NA	NA	NA
NRC - Disconnect - Add'l	CNC4F	$18.31	NA	NA	NA	$14.20	$14.35	NA	NA	NA
DS1 Cross-Connects										
RC		NA	NA	NA	NA	NA	NA	$0.97	NA	NA
NRC - 1st		NA	NA	NA	NA	NA	NA	$71.02	NA	NA

DESCRIPTION			USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
		NRC - Add'l		NA	NA	NA	NA	NA	NA	$51.08	NA	NA
		NRC - Manual Service Order - 1st		NA	NA	NA	NA	NA	NA	$4.70	NA	NA
		NRC - Manual Service Order - Add'l		NA	NA	NA	NA	NA	NA	$4.70	NA	NA
DS3 Cross-Connects												
		RC		NA	NA	NA	NA	NA	NA	$12.33	NA	NA
		NRC - 1st		NA	NA	NA	NA	NA	NA	$69.84	NA	NA
		NRC - Add'l		NA	NA	NA	NA	NA	NA	$49.43	NA	NA
		NRC - Manual Service Order - 1st		NA	NA	NA	NA	NA	NA	$4.70	NA	NA
		NRC - Manual Service Order - Add'l		NA	NA	NA	NA	NA	NA	$4.70	NA	NA
If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the parties upon request by either party.												
		Interim rates subject to true-up.										
	1	BellSouth and CLEC shall negotiate rates for this offering. If agreement is not reached within sixty (60) days of the Effective Date, either party may petition the Florida PSC to settle the disputed charge or charges. (FL)										
	2	This rate element is for those states w/o separate rates for 800 calls with 800 No. Delivery vs. POTS No. Delivery and calls with Optional Complex Features vs. w/o Optional Complex Features.										
	3	This charge is only applicable where signaling usage measurement or billing capability does not exist.										
	4	Prices for AIN to be determined upon development of mediation device. (TN)										
	5	Price for Line Class Codes for Selective Routing shall be determined by the TRA. (TN)										

Attachment 3

Network Interconnection

TABLE OF CONTENTS

1. Network Interconnection 3

2. Interconnection Trunk Group Architectures 5

3. Network Design And Management For Interconnection 13

4. Local Dialing Parity 16

5. Interconnection Compensation 17

6. Frame Relay Service Interconnection 24

7. Operational Support Systems (OSS) 27

Rates ..... Exhibit A
Basic Architecture ..... Exhibit B
One Way Architecture ..... Exhibit C
Two Way Architecture ..... Exhibit D
Supergroup Architecture ..... Exhibit E

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

1. **Network Interconnection**

All negotiated rates, terms and conditions set forth in this Attachment pertain only to the provision of network interconnection where Aeneas Communications owns and provides its switch(es).

1.1 Network Interconnection for Call Transport and Termination may be provided by the Parties at any technically feasible point. Requests to BellSouth for interconnection at points other than as set forth in this Attachment may be made through the Bona Fide Request/New Business Request process set out in General Terms and Conditions.

1.1.1 An Interconnection Point (IP) is the physical telecommunications equipment interface that performs the interconnection function for BellSouth and Aeneas Communications. Each Party is responsible for providing the network on its side of the IP. Furthermore, the IP must be located within the LATA in which Local Traffic is originating. The IP determines the point at which the originating Party shall pay the terminating Party for the Call Transport and Termination of that traffic.

1.1.1.1 Pursuant to the provisions of this Attachment, the location of the Interconnection Point shall be established by mutual agreement of the Parties. In selecting the Interconnection Point, both Parties will act in good faith and select the point which is most efficient for both Parties. Each Party shall be responsible for engineering and maintaining the network on its side of the Interconnection Point. Additional Interconnection Points in a particular LATA may be established by mutual agreement of the Parties. If the Parties are unable to agree to a mutual Interconnection Point, each Party will designate the Interconnection Point for its originated traffic. When the Parties mutually agree to utilize two-way interconnection trunk groups for the exchange of local and intraLATA toll traffic between each other, the Parties shall mutually agree to the location of Interconnection Point(s).

1.2 **Interconnection via Dedicated Transport Facilities**

1.2.1 As part of Local Interconnection Call Transport and Termination Service, the originating Party may obtain Local Channel facilities (i.e., entrance facilities) from the terminating Party from the originating Party's specified Interconnection Point

to its Serving Wire Center. The portion of Local Channel facilities utilized for Local Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor as defined in this Attachment. Additionally, the charges applied to the portion of the Local Channel used for Local Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. This factor shall be reported in addition to the switched dedicated transport jurisdictional factors specified in the BellSouth intrastate and interstate switched access tariffs.

1.2.2 Additionally, either Party may obtain Dedicated Interoffice Transport facilities from its designated Serving Wire Center to the other Party's first point of switching. The portion of Dedicated Interoffice Transport facilities utilized for Local Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor as defined in this Attachment. Additionally, the charges applied to the portion of the Dedicated Interoffice Transport used for Local Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. This factor shall be reported in addition to the switched dedicated transport jurisdictional factors specified in the BellSouth intrastate and interstate switched access tariffs.

1.2.3 For the purposes of this Attachment, **Local Channel** (i.e., entrance facility) is defined as a switch transport facility between a Party's Interconnection Point and its Serving Wire Center.

1.2.4 For the purposes of this Attachment, **Serving Wire Center** is defined as the wire center owned by one Party from which the other Party would normally obtain dial tone for its Interconnection Point.

1.2.5 For the purposes of this Attachment, **Dedicated Interoffice Transport** is defined as a switch transport facility between a Party's Serving Wire Center and the first point of switching on the other Party's common (shared) network.

1.3 **Fiber Meet**

1.3.1 **Fiber Meet** is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends (i.e. Interconnection Point).

1.3.2 If Aeneas Communications elects to interconnect with BellSouth pursuant to a Fiber Meet, Aeneas Communications and BellSouth shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their transmission and routing of Local Traffic via a Local Channel facility at either the DS0, DS1, or DS3 level. The Parties shall work jointly to determine the specific transmission system. However, Aeneas Communications's SONET transmission must be compatible with BellSouth's

equipment in the BellSouth Interconnection Wire Center (BIWC). The same vendor's equipment and software version must be used, and the Data Communications Channel (DCC) must be turned off.

1.3.3 BellSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the BIWC.

1.3.4 Aeneas Communications shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the Aeneas Communications Interconnection Wire Center ("Aeneas Communications Wire Center").

1.3.5 BellSouth shall designate an Interconnection Point outside the BIWC as a Fiber Meet point, and shall make all necessary preparations to receive, and to allow and enable Aeneas Communications to deliver, fiber optic facilities into the Interconnection Point with sufficient spare length to reach the fusion splice point at the Interconnection Point. BellSouth shall, wholly at its own expense, procure, install, and maintain the fusion splicing point in the Interconnection Point. A Common Language Location Identification ("CLLI") code will be established for each Interconnection Point. The code established must be a building type code. All orders shall originate from the Interconnection Point (i.e., Interconnection Point to Aeneas Communications, Interconnection Point to BellSouth).

1.3.6 Aeneas Communications shall deliver and maintain such strands wholly at its own expense. Upon verbal request by Aeneas Communications, BellSouth shall allow Aeneas Communications access to the Fiber Meet entry point for maintenance purposes as promptly as possible.

1.3.7 The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of their own SONET transmission system.

1.3.8 Each Party will be responsible for (i) providing its own transport facilities to the Fiber Meet, and (ii) the cost to build-out its facilities to such Fiber Meet.

1.3.9 Neither Party shall charge the other for its portion of the Fiber Meet facility used exclusively for non-transit Local Traffic (i.e. the Local Channel). Charges incurred for other services including dedicated transport facilities will apply. Charges for Switched and Special Access Services shall be billed in accordance with the applicable Access Service tariff (i.e. the BellSouth Interstate or Intrastate Access Services Tariff).

2. Interconnection Trunk Group Architectures

2.1 BellSouth and Aeneas Communications shall establish interconnecting trunk groups and trunk group configurations between networks including the establishment of one-way or two-way trunks in accordance with the following provisions set forth in this Agreement**.** For trunking purposes, traffic will be

routed based on the digits dialed by the originating end user and in accordance with the Local Exchange Routing Guide (LERG).

2.2 Aeneas Communications shall establish an interconnection trunk group(s) to at least one BellSouth access tandem within the LATA for the delivery of Aeneas Communications's originated local and intraLATA toll traffic and for the receipt and delivery of Transit Traffic. To the extent Aeneas Communications desires to terminate local and intraLATA toll traffic to BellSouth and Transit Traffic to third parties subtending other BellSouth access tandems within the LATA, other than the one Aeneas Communications has established interconnection trunk groups to, Aeneas Communications shall order Multiple Tandem Access, as described in this Attachment, to such other BellSouth access tandems or order interconnection trunk groups to such other BellSouth access tandems.

2.2.1 Notwithstanding the forgoing, Aeneas Communications shall establish an interconnection trunk group(s) to all BellSouth access and local tandems in the LATA where Aeneas Communications has homed (i.e. assigned) its NPA/NXXs. Aeneas Communications shall home its NPA/NXXs on the BellSouth tandems that serve the Exchange Rate Center Areas to which the NPA/NXXs are assigned. The specified association between BellSouth tandems and Exchange Rate Centers is defined in the national Local Exchange Routing Guide (LERG). Aeneas Communications shall enter its NPA/NXX access and/or local tandem homing arrangement into the LERG.

2.3 Switched Access traffic will be delivered to and by Interexchange Carriers (IXCs) based on Aeneas Communications's NXX Access Tandem homing arrangement as specified by Aeneas Communications in the LERG.

2.4 Any Aeneas Communications interconnection request that deviates from the interconnection trunk group architectures as described in this Agreement that affects traffic delivered to Aeneas Communications from a BellSouth switch that requires special BellSouth switch translations and other network modifications will require Aeneas Communications to submit a Bona Fide Request/New Business Request (BFR/NBR) via the BFR/NBR Process set forth in General Terms and Conditions.

2.5 Charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and Aeneas Communications 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 interim rate shall be as set forth in the appropriate BellSouth tariff for Switched Access services. Once a cost based rate is established by BellSouth, the interim tariff rate shall be trued up and the cost based rate will be applied retroactively to the effective date of this agreement.

2.6 For two-way trunk groups that carry both Parties' local and IntraLATA Toll traffic only, excluding trunk groups that carry Transit Traffic, the Parties shall be

compensated for the nonrecurring and recurring charges for dedicated transport trunks and facilities at 50% of the applicable contractual or tariff rates for the services provided by each Party. Aeneas Communications shall be responsible for ordering and paying for any two-way trunks carrying Transit Traffic.

2.7 All trunk groups will be provisioned as Signaling System 7 (SS7) capable where technically feasible. If SS7 is not technically feasible multi-frequency (MF) protocol signaling shall be used.

2.8 In cases where Aeneas Communications 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).

2.9 Unless in response to a blocking situation or for a project, when either Party orders interconnection trunk group augmentations, a Firm Order Confirmation (FOC) shall be returned to the ordering Party within four (4) business days from receipt of a valid, error free ASR. A project is defined as a new trunk group or the request of 96 or more trunks on a single or multiple trunk group(s) in a given local calling area. Blocking situations and projects shall be managed through the BellSouth Interconnection Trunking Project Management group and Aeneas Communications's equivalent trunking group.

2.10 **Interconnection Trunk Groups for Exchange of Local, IntraLATA Toll and Transit Traffic**

2.10.1 If the Parties' originated local and/or intraLATA toll traffic is utilizing the same two-way trunk group, the Parties shall mutually agree to use this type of two-way interconnection trunk group with the quantity of trunks being mutually determined and the provisioning being jointly coordinated. Furthermore, the Interconnection Point(s) for two-way interconnection trunk groups transporting both Parties local and/or intraLATA toll shall be mutually agreed upon. Aeneas Communications shall order such two-way trunks via the Access Service Request (ASR) process in place for Local Interconnection upon determination by the Parties, in a joint planning meeting, that such trunk groups shall be utilized. BellSouth will use the Trunk Group Service Request (TGSR) to request changes in trunking. Both Parties reserve the right to issue ASRs, if so required, in the normal course of business. Furthermore, the Parties shall jointly review such trunk performance and forecasts on a periodic basis. The Parties use of two-way interconnection trunk groups for the transport of local and/or 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 and/or intraLATA toll traffic to the other Party.

2.10.2 **BellSouth Access Tandem Interconnection Architectures**

BellSouth Access Tandem Interconnection provides intratandem access to subtending end offices. BellSouth Multiple Tandem Access (MTA), described later in this Agreement, may be ordered using any of the following access tandem architectures.

2.10.2.1 **Basic Architecture**

2.10.2.1.1 In this architecture, Aeneas Communications's originating Local and IntraLATA Toll and originating and terminating Transit Traffic is transported on a single two-way trunk group between Aeneas Communications and BellSouth access tandem(s) within a LATA. This group carries intratandem Transit Traffic between Aeneas Communications and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which Aeneas Communications desires interconnection and has the proper contractual arrangements. This group also carries Aeneas Communications originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local and IntraLATA Toll traffic is transported on a single one-way trunk group terminating to Aeneas Communications. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements. The Basic Architecture is illustrated in Exhibit B.

2.10.2.2 **One-Way Trunk Group Architecture**

2.10.2.2.1 In this architecture, the Parties interconnect using two one-way trunk groups. One one-way trunk group carries Aeneas Communications-originated local and intraLATA toll traffic destined for BellSouth end-users. The other one-way trunk group carries BellSouth-originated local and intraLATA toll traffic destined for Aeneas Communications end-users. A third two-way trunk group is established for Aeneas Communications's originating and terminating Transit Traffic. This group carries intratandem Transit Traffic between Aeneas Communications and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which Aeneas Communications desires interconnection and has the proper contractual arrangements. This group also carries Aeneas Communications originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements. The One-Way Trunk Group Architecture is illustrated in Exhibit C.

2.10.2.3 **Two-Way Trunk Group Architecture**

2.10.2.3.1 The Two-Way Trunk Group Architecture establishes one two-way trunk group to carry local and intraLATA toll traffic between Aeneas Communications and

BellSouth. In addition, a two-way transit trunk group must be established for Aeneas Communications's originating and terminating Transit Traffic. This group carries intratandem Transit Traffic between Aeneas Communications and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which Aeneas Communications desires interconnection and has the proper contractual arrangements. This group also carries Aeneas Communications originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements. The Two-Way Trunk Group Architecture is illustrated in Exhibit D.

2.10.2.4 **Supergroup Architecture**

2.10.2.4.1 In the Supergroup Architecture, the Parties' Local and IntraLATA Toll and Aeneas Communications's Transit Traffic are exchanged on a single two-way trunk group between Aeneas Communications and BellSouth. This group carries intratandem Transit Traffic between Aeneas Communications and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which Aeneas Communications desires interconnection and has the proper contractual arrangements. This group also carries Aeneas Communications originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements. The Supergroup Architecture is illustrated in Exhibit E.

2.10.3 **Multiple Access Tandem Service**

2.10.3.1 BellSouth **Multiple Tandem Access (MTA)** provides for LATA wide BellSouth transport and termination of Aeneas Communications-originated intraLATA toll and Local Traffic, that is transported by BellSouth, by establishing an interconnection trunk group(s) at a BellSouth access tandem with routing through multiple BellSouth access tandems as required. However, Aeneas Communications must still establish an interconnection trunk group(s) at all BellSouth access tandems where Aeneas Communications NXXs are "homed". If Aeneas Communications does not have NXXs homed at a BellSouth access tandem within a LATA and elects not to establish an interconnection trunk group(s) at such BellSouth access tandem, Aeneas Communications can order MTA in each BellSouth access tandem within the LATA where it does have an interconnection trunk group(s) and BellSouth will terminate traffic to end-users served through those BellSouth access tandems where Aeneas Communications does not have an interconnection trunk group(s). MTA shall be provisioned in accordance with BellSouth's Ordering Guidelines.

2.10.3.2 MTA does not include switched access traffic that transits the BellSouth network to an Interexchange Carrier (IXC). Switched Access traffic will be delivered to and by IXCs based on Aeneas Communications's NXX Access Tandem homing arrangement as specified by Aeneas Communications in the LERG.

2.10.3.3 For Aeneas Communications-originated local and intraLATA toll traffic that BellSouth transports but is destined for termination by a third Party network (Transit Traffic), BellSouth MTA is required if multiple BellSouth access tandems are necessary to deliver the call to the third Party network.

2.10.3.4 The Parties agree that compensation for the BellSouth transport and/or termination of Aeneas Communications's Local Traffic and intraLATA toll traffic will be billed on a statewide basis at the applicable rates specified in Exhibit A to this Attachment for Local Traffic and at the BellSouth intrastate switched access tariff rates for intraLATA toll traffic.

2.10.3.5 To the extent Aeneas Communications does not purchase MTA in a calling area that has multiple access tandems serving the calling area as defined by BellSouth, Aeneas Communications must establish an interconnection trunk group(s) to every access tandem in the calling area in order to serve the entire calling area. To the extent Aeneas Communications does not purchase MTA and provides intraLATA toll service to its customers, it may be necessary for it to establish an interconnection trunk group(s) to additional BellSouth access tandems that serve end offices outside the local calling area. To the extent Aeneas Communications routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA service, Aeneas Communications agrees to pay BellSouth the associated transport and termination charges.

2.10.4 **Local Tandem Interconnection**

2.10.4.1 Local Tandem Interconnection arrangement allows Aeneas Communications to establish an interconnection trunk group(s) at BellSouth local tandems for: (1) the delivery of Aeneas Communications-originated Local Traffic transported and terminated by BellSouth to BellSouth end offices within the local calling area as defined in BellSouth's General Subscriber Services Tariff (GSST), section A3 served by those BellSouth local tandems, and (2) for local Transit Traffic transported by BellSouth for third party network providers who have also established an interconnection trunk group(s) at those BellSouth local tandems.

2.10.4.2 When a specified local calling area is served by more than one BellSouth local tandem, Aeneas Communications must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, Aeneas Communications may choose to establish an interconnection trunk group(s) at the BellSouth local tandems where it has no codes homing but is not required to do so. Aeneas Communications may deliver Local Traffic to a "home" BellSouth local tandem that is destined for other BellSouth or third party

network provider end offices subtending other BellSouth local tandems in the same local calling area where Aeneas Communications does not choose to establish an interconnection trunk group(s). It is Aeneas Communications'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 Aeneas Communications's codes. Likewise, Aeneas Communications shall obtain its routing information from the LERG.

2.10.4.3 Notwithstanding establishing an interconnection trunk group(s) to BellSouth's local tandems, Aeneas Communications must also establish an interconnection trunk group(s) to BellSouth access tandems within the LATA on which Aeneas Communications has NPA/NXXs homed for the delivery of Interexchange Carrier Switched Access (SWA) and toll traffic, and traffic to Type 2A CMRS connections located at the access tandems. BellSouth shall not switch SWA traffic through more than one BellSouth access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the BellSouth access tandem for completion. (Type 2A CMRS interconnection is defined in BellSouth's A35 General Subscriber Services Tariff).

2.10.4.4 BellSouth's provisioning of local tandem interconnection assumes that Aeneas Communications has executed the necessary local interconnection agreements with the other third party network providers subtending those local tandems as required by the Act.

2.10.5 **Direct End Office-to-End Office Interconnection**

2.10.5.1 Direct End Office-to-End Office one-way or two-way interconnection trunk groups allow for the delivery of a Party's originating local or intraLATA toll traffic to the terminating Party on a direct end office-to-end office basis.

2.10.5.2 The Parties shall utilize direct end office-to-end office trunk groups under the following conditions:

2.10.5.2.1 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 Aeneas Communications and BellSouth's subscribers.

2.10.5.2.2 Traffic Volume –To the extent either Party has the capability to measure the amount of traffic between a Aeneas Communications switching center and a BellSouth end office, either Party shall install and retain direct end office trunking sufficient to handle actual or reasonably forecasted traffic volumes, whichever is greater, between a Aeneas Communications switching center and a BellSouth end office where the traffic exceeds or is forecasted to exceed a single DS1 of traffic

per month. Either Party will install additional capacity between such points when overflow traffic between Aeneas Communications's switching center and BellSouth's end office exceeds or is forecasted to exceed a single DS1 of traffic per month. In the case of one way trunking, additional trunking shall only be required by the Party whose trunking has achieved the preceding usage threshold.

2.10.5.2.3 Mutual Agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (1) or (2) above, and agreement will not unreasonably be withheld.

2.10.6 **Transit Traffic Trunk Group**

2.10.6.1 Transit Traffic trunks can either be two-way trunks or two one-way trunks ordered by Aeneas Communications to deliver and receive local and intraLATA toll Transit Traffic from third parties, such as Independent Companies and other CLECs, via BellSouth access tandems (or BellSouth local tandems for Local Traffic), and Switched Access traffic to and from Interexchange Carriers via BellSouth access tandems pursuant to the Transit Traffic section of this Attachment. Establishing Transit Traffic trunks at BellSouth access and local tandems provides intratandem access to the third parties also interconnected at those tandems.

2.10.6.2 **Toll Free Traffic**

2.10.6.2.1 If Aeneas Communications chooses BellSouth to handle Toll Free database queries from its switches, all Aeneas Communications originating Toll Free traffic will be routed over the Transit Traffic Trunk Group.

2.10.6.2.2 All originating Toll Free Service (Toll Free) calls for which Aeneas Communications requests that BellSouth perform the Service Switching Point ("SSP") function (i.e., perform the database query) shall be delivered using GR-394 format over the Transit Traffic Trunk Group. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.

2.10.6.2.3 Aeneas Communications may handle its own Toll Free database queries from its switch. If so, Aeneas Communications will determine the nature (local/intraLATA/interLATA) of the Toll Free call based on the response from the database. If the query determines that the call is a BellSouth local or intraLATA Toll Free number, Aeneas Communications will route the post-query local or IntraLATA converted ten-digit local number to BellSouth over the local or intraLATA trunk group. If the query determines that the call is a third party (ICO or other CLEC) local or intraLATA Toll Free number, Aeneas Communications will route the post-query local or intraLATA converted ten-digit local number to BellSouth over the Transit Traffic Trunk Group. In such case, Aeneas Communications is to provide a Toll Free billing record when appropriate. If the query reveals the call is an interLATA Toll Free number, Aeneas Communications will route the post-query interLATA call (Toll Free number) directly from its

switch for carriers interconnected with its network or over the Transit Traffic Trunk Group to carriers not directly connected to its network but are connected to BellSouth's access tandem. Calls will be routed to BellSouth over the local/intraLATA and Transit Traffic Trunk Groups within the LATA in which the calls originate.

2.10.6.2.4 All post-query Toll Free Service (Toll Free) calls for which Aeneas Communications performs the SSP function, if delivered to BellSouth, shall be delivered using GR-394 format for calls destined to IXCs, and GR-317 format for calls destined to end offices that directly subtend the BellSouth access tandem.

3. Network Design And Management For Interconnection

3.1 Network Management and Changes. Both Parties will work cooperatively with each other to install and maintain the most effective and reliable interconnected telecommunications networks, including but not limited to, the exchange of toll-free maintenance contact numbers and escalation procedures. Both Parties agree to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

3.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling number ID (Calling Party Number) when technically feasible.

3.3 Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that each Party provides to each other will be at least equal in quality to what it provides to itself and any subsidiary or affiliate, where technically feasible, or to any other Party to which each Party provides local interconnection.

3.4 Network Management Controls. Both Parties will work cooperatively with each other to apply sound network management principles by invoking appropriate network management controls (e.g., call gapping) to alleviate or prevent network congestion.

3.5 Common Channel Signaling. Both Parties will provide LEC-to-LEC Common Channel Signaling ("CCS") to each other, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification ("ANI"), originating line information ("OLI") calling company category, charge number, etc. All privacy indicators will be honored, and each Party will cooperate with each other on the exchange of Transactional Capabilities Application Part ("TCAP") messages to facilitate full interoperability of CCS-based features between the respective networks. Neither Party shall alter the CCS parameters, or be a party to altering such parameters, or knowingly pass CCS parameters that have been altered in order to circumvent appropriate interconnection charges.

3.6 Signaling Call Information. BellSouth and Aeneas Communications will send and receive 10 digits for Local Traffic. Additionally, BellSouth and Aeneas Communications will exchange the proper call information, i.e. originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.

3.7 **Forecasting for Trunk Provisioning**

3.7.1 Within six (6) months after execution of this agreement, Aeneas Communications shall provide an initial interconnection trunk group forecast for each LATA that it shall provide service within BellSouth's region. Upon receipt of Aeneas Communications's forecast, the Parties shall schedule and participate in a joint planning meeting to develop a joint interconnection trunk group forecast. Each forecast provided under this Section shall be deemed "Confidential Information" under the General Terms and Conditions of this Agreement.

3.7.1.1 At a minimum, the forecast shall include the projected quantity of Transit Trunks, Aeneas Communications-to-BellSouth one-way trunks ("Aeneas Communications Trunks"), BellSouth-to-Aeneas Communications one-way trunks ("Reciprocal Trunks") and/or two-way interconnection trunks, if the Parties have agreed to interconnect using two-way trunking to transport the Parties' local and intraLATA toll. The quantities shall be projected for a minimum of six months in advance and shall include the current year plus next two years total forecasted quantities. Considering Aeneas Communications's provided forecast, the Parties shall mutually develop Reciprocal Trunk and/or two-way interconnection trunk forecast quantities for the time periods listed and to be included within the initial forecast.

3.7.1.2 Additionally all forecasts shall include, at a minimum, Access Carrier Terminal Location ("ACTL"), trunk group type (local/intraLATA toll, Transit, Operator Services, 911, etc.), A location/Z location (CLLI codes for Aeneas Communications location and BellSouth location where the trunks shall terminate), interface type (e.g., DS1), Direction of Signaling, Trunk Group Number, if known,

(commonly referred to as the 2-6 code) and forecasted trunks in service each year (cumulative).

3.7.2 Each Party shall exercise its best efforts to provide the quantity of interconnection trunks mutually forecasted. However, the provision of the forecasted quantity of interconnection trunks is subject to trunk terminations and facility capacity existing at the time the trunk order is submitted. Furthermore, the receipt and development of trunk forecasts does not imply any liability for failure to perform if capacity (trunk terminations or facilities) is not available for use at the forecasted time.

3.7.3 The submitting and development of interconnection trunk forecasts shall not replace the ordering process in place for local interconnection trunks.

3.7.4 Once initial interconnection trunk forecasts have been developed, Aeneas Communications shall continue to provide interconnection trunk forecasts on a semiannual basis or at otherwise mutually agreeable intervals. Aeneas Communications shall use its best efforts to make the forecasts as accurate as possible based on reasonable engineering criteria. Interconnection trunk forecasts shall be updated and provided to BellSouth on an as needed basis, but no less frequently than semiannually and no more frequently than monthly. Upon receipt of Aeneas Communications's forecast, including forecast updates, the Parties shall confer to mutually develop BellSouth Reciprocal Trunk and/or two-way interconnection trunk forecasted quantities for the listed time periods within such subsequent forecasts.

3.8 **Trunk Utilization**

3.8.1 BellSouth and Aeneas Communications shall monitor traffic on each interconnection trunk group that is installed pursuant to the initial interconnection trunk requirements and subsequent forecasts. At any time after the end of a calendar quarter, based on a review of the capacity utilization during such quarter for installed Reciprocal Trunk groups and/or two-way interconnection trunk groups, subject to the provision of the section following, after fifteen (15) business days advance written notice to Aeneas Communications, BellSouth may disconnect any Non-utilized Reciprocal Trunk(s) and Aeneas Communications shall refund to BellSouth any associated trunk and facility charges paid by BellSouth. In addition, BellSouth may request Aeneas Communications to disconnect any Non-utilized two-way interconnection trunk(s), if BellSouth has determined that the trunk group is not being utilized at eighty-five percent (85%) of the time consistent busy hour utilization level, provided that the Parties have not otherwise agreed. Aeneas Communications shall comply with such request, subject to Section 3.8.1.1 below. Non-utilized trunks are defined as the trunks not being utilized as a result of a time consistent busy hour utilization of less than 85%.

3.8.1.1 Within ten (10) business days following the notice prescribed in the section above, Aeneas Communications may request that BellSouth not disconnect or not request

disconnection for some or all of the Non-utilized Trunks, in which event BellSouth shall keep the trunks in service and may invoice Aeneas Communications for, and Aeneas Communications shall pay, all applicable recurring and nonrecurring trunk and facility access tariff charges for the Non-utilized Trunks. The charges shall be applied retroactive to the date on which such trunks were installed and to continue until such trunks are disconnected, or to the extent Aeneas Communications requests that such trunks remain in service, until the trunk group reaches an eighty-five percent (85%) time-consistent busy hour utilization level. In addition, Aeneas Communications shall reimburse BellSouth for any nonrecurring and/or recurring charges BellSouth may have paid to Aeneas Communications for the Non-utilized Trunks and for any trunk installation expense BellSouth incurred. This expense shall equal the nonrecurring installation charge for trunks in BellSouth's intrastate tariff. Furthermore, the Aeneas Communications forecasts for each subsequent forecast period shall be automatically reduced by the number of Reciprocal Trunks and/or two-way interconnection trunks that have been determined to be subject to disconnection pursuant to the foregoing procedures.

3.8.2 To the extent Aeneas Communications requests BellSouth and BellSouth agrees to install additional Reciprocal and/or two-way interconnection trunks in any forecast period following the initial forecasting period that are not included in the forecast for that period (as such forecast may be revised from time to time), such trunks may be provisioned by BellSouth subject to the conditions set forth in the preceding sections above, and all applicable recurring and nonrecurring charges for such trunks shall be billed to and paid by Aeneas Communications until such trunk groups reach an eighty-five percent (85%) time-consistent busy hour utilization level.

3.8.3 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of ninety percent (90%) or greater, the Parties shall negotiate in good faith for the installation of augmented facilities.

4. Local Dialing Parity

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

5. Interconnection Compensation

5.1 Compensation for Call Transportation and Termination for Local Traffic

5.1.1 For reciprocal compensation between the Parties pursuant to this Attachment, Local Traffic is defined as any circuit switched call that is originated by an end user of one Party and terminated to an end user of the other Party within a given LATA on that other Party's network, except for those calls that are originated or terminated through switched access arrangements as established by the ruling regulatory body.

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

5.1.1.2 As clarification of this definition and for reciprocal transport and termination compensation, Local Traffic does not include traffic that originates from or is directed to or through an enhanced service provider or information service provider.

5.1.1.3 As further clarification, Local Traffic does not include calls that do not transmit information of the user's choosing. In any event, neither Party shall pay reciprocal compensation to the other if the "traffic" to which such reciprocal compensation would otherwise apply was generated, in whole or in part, for the purpose of creating an obligation on the part of the originating carrier to pay reciprocal compensation for such traffic.

5.1.2 The Parties shall provide for the mutual and reciprocal recovery of the costs for the elemental functions performed in transporting and terminating Local Traffic on each other's network. The Parties agree that charges for transport and termination of calls on its respective networks are as set forth in Exhibit A to this Attachment.

5.1.3 For the purposes of this Attachment, **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 the terminating Party's tandem switch and end office switch and/or between the terminating Party's tandem switches.

5.1.4 For the purposes of this Attachment, **Tandem Switching** is defined as the function that establishes a communications path between two switching offices through a third switching office (the Tandem switch).

5.1.5 For the purposes of this Attachment, **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.

5.1.6 If Aeneas Communications utilizes a switch outside the LATA and BellSouth chooses to purchase dedicated or common (shared) transport from Aeneas Communications for transport and termination of BellSouth originated traffic, BellSouth will pay Aeneas Communications no more than the airline miles between the V & H coordinates of the Interconnection Point within the LATA where Aeneas Communications receives the BellSouth-originated traffic and the V & H coordinates of the BellSouth Exchange Rate Center Area that the Aeneas Communications terminating NPA/NXX is associated in the same LATA. For these situations, BellSouth will compensate Aeneas Communications at either dedicated or common (shared) transport rates specified in Exhibit A and based upon the functions provided by Aeneas Communications as defined in this Attachment.

5.1.7 Neither Party shall represent Switched Access Traffic as Local Traffic for purposes of payment of reciprocal compensation.

5.1.8 Pursuant to the definition of Local Traffic in this Attachment, and for the purpose of delivery of BellSouth originating traffic to Aeneas Communications, BellSouth shall pay to Aeneas Communications reciprocal compensation for Local Traffic delivered to Aeneas Communications end users physically located within the LATA in which the call originated and within which the Aeneas Communications end user's NPA/NXX is assigned. If Aeneas Communications assigns NPA/NXXs to specific BellSouth rate centers within the LATA and assigns numbers from those NPA/NXXs to Aeneas Communications end users physically located outside of that LATA, BellSouth traffic originating from within the LATA where the NPA/NXXs are assigned and delivered to a Aeneas Communications customer physically located outside of such LATA, shall not be deemed Local Traffic, and no compensation from BellSouth to Aeneas Communications shall be due therefor. Further, Aeneas Communications agrees to identify such interLATA traffic to BellSouth and to compensate BellSouth for originating and transporting such interLATA traffic to Aeneas Communications at BellSouth's switched access tariff rates.

5.1.9 If Aeneas Communications does not identify such interLATA traffic to BellSouth, to the best of BellSouth's ability BellSouth will determine which whole Aeneas Communications NPA/NXXs on which to charge the applicable rates for originating network access service as reflected in BellSouth's Access Service Tariff. BellSouth shall make appropriate billing adjustments if Aeneas Communications can provide sufficient information for BellSouth to determine whether or not said traffic is Local Traffic.

5.2 **Percent Local Use**. Each Party shall report to the other a Percent Local Usage ("PLU"). The application of the PLU will determine the amount of local minutes to be billed to the other Party. For purposes of developing the PLU, each Party shall consider every local call and every long distance call, excluding Transit Traffic. Each Party shall update its PLU on the first of January, April, July and

October of the year and shall send it to the other Party to be received no later than 30 calendar days after the first of each such month based on local usage for the past three months ending the last day of December, March, June and September, respectively. Requirements associated with PLU calculation and reporting shall be as set forth in BellSouth's Percent Local Use Reporting Guidebook, as it is amended from time to time. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PLU factor, shall at the terminating Party's option be utilized to determine the appropriate local usage compensation to be paid.

5.3 **Percent Local Facility.** Each Party shall report to the other a Percent Local Facility ("PLF"). The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to multiplexing, local channel and interoffice channel switched dedicated transport utilized in the provision of local interconnection trunks. Each Party shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 calendar days after the first of each such month to be effective the first bill period the following month, respectively. Requirements associated with PLU and PLF calculation and reporting shall be as set forth in BellSouth's Percent Local Facility Reporting Guidebook, as it is amended from time to time.

5.4 **Percent Interstate Usage.** Each Party shall report to the other the projected Percent Interstate Usage ("PIU"). All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth's Intrastate Access Services Tariff will apply to Aeneas Communications. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local interconnection. Each Party shall update its PIUs on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 calendar days after the first of each such month, for all services showing the percentages of use (PIUs, PLU, and PLF) for the past three months ending the last day of December, March, June and September. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PIU and PLU factors, shall at the terminating Party's option be utilized to determine the appropriate local usage compensation to be paid.

5.5 **Audits.** On thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and Aeneas Communications shall retain records of call detail for a minimum of nine months from which a PLU, PLF and/or PIU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted

more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditory paid for by the Party requesting the audit. The PLU and/or PIU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated the PLU and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.

5.6 **Rate True-up**

This section applies only to Tennessee and other rates that are interim or expressly subject to true-up under this attachment.

5.6.1 The interim prices for Unbundled Network Elements and Other Services and Local Interconnection shall be subject to true-up according to the following procedures:

5.6.2 The interim prices shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission which final order meets the criteria of (3) below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 12 of the General Terms and Conditions and Attachment 1 of the Agreement.

5.6.3 The Parties may continue to negotiate toward final prices, but in the event that no such agreement is reached within nine (9) months, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in the General Terms and Conditions of the Agreement, so long as they file the resulting Agreement with the Commission as a "negotiated agreement" under Section 252(e) of the Act.

5.6.4 An effective order of the Commission that forms the basis of a true-up shall be based upon cost studies submitted by either or both Parties to the Commission and

shall be binding upon BellSouth and Aeneas Communications specifically or upon all carriers generally, such as a generic cost proceeding.

5.7 **Compensation for IntraLATA Toll Traffic**

5.7.1 IntraLATA Toll Traffic. IntraLATA Toll Traffic is defined as any telephone call that is not local or switched access per this Agreement.

5.7.2 Compensation for intraLATA toll traffic. For terminating its intraLATA toll traffic on the other company's network, the originating Party will pay the terminating Party BellSouth's current intrastate or interstate, whichever is appropriate, terminating switched access tariff rates as set forth in BellSouth's Intrastate or Interstate Access Services Tariff. The appropriate charges will be determined by the routing of the call. If Aeneas Communications is the BellSouth end user's presubscribed interexchange carrier or if the BellSouth end user uses Aeneas Communications as an interexchange carrier on a 101XXXX basis, BellSouth will charge Aeneas Communications the appropriate BellSouth tariff charges for originating switched access services.

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

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

5.7.5 8XX Access Screening. BellSouth's provision of 8XX TFD to Aeneas Communications requires interconnection from Aeneas Communications to BellSouth 8XX SCP. Such interconnections shall be established pursuant to BellSouth's Common Channel Signaling Interconnection Guidelines and Bellcore's CCS Network Interface Specification document, TR-TSV-000905. Aeneas Communications shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points serving the BellSouth 8XX SCPs that Aeneas Communications desires to query. The terms and conditions for 8XX TFD are set out in BellSouth's Intrastate Access Services Tariff as amended.

5.8 **Mutual Provision of Switched Access Service**

5.8.1 Switched Access Traffic. Switched Access Traffic is described in the BellSouth Access Tariff. Additionally, any Public Switched Telephone Network interexchange telecommunications traffic, regardless of transport protocol method, where the originating and terminating points, end-to-end points, are in different LATAs, or are in the same LATA and the Parties' Switched Access services are used for the origination or termination of the call, shall be considered Switched Access Traffic. Irrespective of transport protocol method used, a call which

originates in one LATA and terminates in another LATA (i.e., the end-to-end points of the call), shall not be compensated as local.

5.8.2 When Aeneas Communications's end office switch, subtending the BellSouth Access Tandem switch for receipt or delivery of switched access traffic, provides an access service connection to or from an interexchange carrier ("IXC") by either a direct trunk group to the IXC utilizing BellSouth facilities, or via BellSouth's tandem switch, each Party will provide its own access services to the IXC and bill on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the Party providing the end office function. Each party will use the Multiple Exchange Carrier Access Billing (MECAB) guidelines to establish meet point billing for all applicable traffic. Thirty (30)-day billing periods will be employed for these arrangements. For tandem routed traffic, the tandem company agrees to provide to the Initial Billing Company as defined in MECAB, at no charge, all the switched access detail usage data, recorded at the access tandem, within no more than sixty (60) days after the recording date. The Initial Billing Company will provide the switched access summary usage data, for all originating and terminating traffic, to all Subsequent Billing Companies as defined in MECAB within 10 days of rendering the initial bill to the IXC. Each Party will notify the other when it is not feasible to meet these requirements so that the customers may be notified for any necessary revenue accrual associated with the significantly delayed recording or billing. As business requirements change data reporting requirements may be modified as necessary.

5.8.3 In the event that either Party fails to provide the appropriate MECAB switched access usage data to the other Party within 90 days after the recording date and the receiving Party is unable to bill and/or collect access revenues due to the sending Party's failure to provide such data within said time period, then the Party failing to send the data as specified herein shall be liable to the other Party in an amount equal to the unbillable or uncollectible revenues. Each company will provide complete documentation to the other to substantiate any claim of unbillable switched access revenues, and a negotiated settlement will be agreed upon between the Parties.

5.8.4 Each Party will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data which is lost or damaged by their company or any third party involved in processing or transporting data.

5.8.5 Each Party agrees to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data.

5.8.6 Each Party also agrees to process the recreated data within forty-eight (48) hours of receipt at its data processing center.

5.8.7 All claims should be filed with the other Party within 120 days of the receipt of the date of the unbillable usage.

5.8.8 The Initial Billing Company shall keep records of its billing activities relating to jointly-provided Intrastate and Interstate access services in sufficient detail to permit the Subsequent Billing Party to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial Billing Party. Each Party agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.

5.8.9 Aeneas Communications agrees not to deliver switched access traffic to BellSouth for termination except over Aeneas Communications ordered switched access trunks and facilities.

5.9 **Transit Traffic Service**

5.9.1 BellSouth shall provide tandem switching and transport services for Aeneas Communications's Transit Traffic. Transit traffic is traffic originating on Aeneas Communications's network that is switched and/or transported by BellSouth and delivered to a third party's network, or traffic originating on a third Party's network that is switched and/or transported by BellSouth and delivered to Aeneas Communications's network. Rates for local Transit Traffic shall be the applicable Call Transport and Termination charges as set forth in Exhibit A to this Attachment. Rates for intraLATA toll and Switched Access Transit Traffic shall be the applicable charges as set forth in BellSouth Interstate or Intrastate Switched Access tariffs. Switched Access Transit Traffic presumes that Aeneas Communications's end office is subtending the BellSouth Access Tandem for switched access traffic to and from Aeneas Communications's end users utilizing BellSouth facilities, either by direct trunks with the IXC, or via the BellSouth Access Tandem. Billing associated with all Transit Traffic shall be pursuant to MECAB guidelines. Pursuant to these guidelines, the Initial Billing Company shall provide summary usage data, for all originating and terminating Transit Traffic, to all Subsequent Billing Companies. Traffic between Aeneas Communications and Wireless Type 1 third parties shall not be treated as Transit Traffic from a routing or billing perspective. Traffic between Aeneas Communications and Wireless Type 2A or UNE-CLEC third parties shall not be treated as Transit Traffic from a routing or billing perspective until BellSouth and the Wireless carrier or UNE-CLEC third party have the capability to properly meet-point-bill in accordance with MECAB guidelines.

5.9.2 In the event that either Party fails to provide the appropriate MECAB usage data to the other Party within 90 days after the recording date and the receiving Party is unable to bill and/or collect Transit Traffic revenues due to the sending Party's failure to provide such data within said time period, then the Party failing to send

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

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

5.10 **Interconnection with Enhanced Service Providers (ESPs)/Information Service Providers (ISPs).**

5.10.1 ESP/ISP traffic shall not be included in the interconnection compensation arrangements of this Agreement.

6. Frame Relay Service Interconnection

6.1 In addition to the Local Interconnection services set forth above, BellSouth will offer a network to network Interconnection arrangement between BellSouth's and Aeneas Communications's frame relay switches as set forth below. The following provisions will apply only to Frame Relay Service and Exchange Access Frame Relay Service in those states in which Aeneas Communications is certified and providing Frame Relay Service as a Local Exchange Carrier and where traffic is being exchanged between Aeneas Communications and BellSouth Frame Relay Switches in the same LATA.

6.2 The Parties agree to establish two-way Frame Relay facilities between their respective Frame Relay Switches to the mutually agreed upon Frame Relay Service point(s) of interconnection ("POI(s)") within the LATA. All POIs shall be within the same Frame Relay Network Serving Areas as defined in Section A40 of BellSouth's General Subscriber Service Tariff except as set forth in this Attachment.

6.3 Upon the request of either Party, such interconnection will be established where BellSouth and Aeneas Communications have Frame Relay Switches in the same LATA. Where there are multiple Frame Relay switches in one central office, an

interconnection with any one of the switches will be considered an interconnection with all of the switches at that central office for purposes of routing packet traffic.

6.4 The Parties agree to provision local and IntraLATA Frame Relay Service and Exchange Access Frame Relay Service (both intrastate and interstate) over Frame Relay interconnection facilities between the respective Frame Relay switches and the POIs.

6.5 The Parties agree to assess each other reciprocal charges for the facilities that each provides to the other according to the Percent Local Circuit Use Factor (PLCU), determined as follows:

6.5.1 If the data packets originate and terminate in locations in the same LATA, and consistent with the local definitions of the Agreement, the traffic is considered local. Frame Relay framed packet data is transported within Virtual Circuits (VC). For the purposes of this Agreement, if all the data packets transported within a VC remain within the LATA, then consistent with the local definitions in this Agreement, the traffic on that VC is local ("Local VC").

6.5.2 If the originating and terminating locations of the two way packet data traffic are not in the same LATA, the traffic on that VC is interLATA ("InterLATA VC").

6.5.3 The PLCU is determined by dividing the total number of Local VCs, by the total number of VCs on each Frame Relay facility. To facilitate implementation, Aeneas Communications may determine its PLCU in aggregate, by dividing the total number of Local VCs in a given LATA by the total number VCs in that LATA. The Parties agree to renegotiate the method for determining PLCU, at BellSouth's request, and within 90 days, if BellSouth notifies Aeneas Communications that it has found that this method does not adequately represent the PLCU.

6.5.4 If there are no VCs on a facility when it is billed, the PLCU will be zero.

6.5.5 BellSouth will provide the circuit between the Parties' respective Frame Relay Switches. The Parties will be compensated as follows: BellSouth will invoice, and Aeneas Communications will pay, the total non-recurring and recurring charges for the circuit based upon the rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. Aeneas Communications will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed charges for the circuit by one-half of Aeneas Communications's PLCU.

6.6 The Parties agree to compensate each other for Frame Relay network-to-network interface (NNI) ports based upon the NNI rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. Compensation for each pair of NNI ports will be calculated as follows: BellSouth will invoice, and Aeneas Communications will pay, the total non-recurring and recurring charges for the NNI port. Aeneas Communications will then invoice, and BellSouth will pay, an amount calculated

by multiplying the BellSouth billed non-recurring and recurring charges for the NNI port by Aeneas Communications's PLCU.

6.7 Each Party agrees that there will be no charges to the other Party for its own subscriber's Permanent Virtual Circuit (PVC) rate elements for the local PVC segment from its Frame Relay switch to its own subscriber's premises. PVC rate elements include the Data Link Connection Identifier (DLCI) and Committed Information Rate (CIR).

6.8 For the PVC segment between the Aeneas Communications and BellSouth Frame Relay switches, compensation for the PVC charges is based upon the rates in BellSouth's Interstate Access Tariff, FCC No. 1.

6.9 Compensation for PVC rate elements will be calculated as follows:

6.9.1 If Aeneas Communications orders a VC connection between a BellSouth subscriber's PVC segment and a PVC segment from the BellSouth Frame Relay switch to the Aeneas Communications Frame Relay switch, BellSouth will invoice, and Aeneas Communications will pay, the total non-recurring and recurring PVC charges for the PVC segment between the BellSouth and Aeneas Communications Frame Relay switches. If the VC is a Local VC, Aeneas Communications will then invoice and BellSouth will pay, the total nonrecurring and recurring PVC charges billed for that segment. If the VC is not local, no compensation will be paid to Aeneas Communications for the PVC segment.

6.9.2 If BellSouth orders a Local VC connection between a Aeneas Communications subscriber's PVC segment and a PVC segment from the Aeneas Communications Frame Relay switch to the BellSouth Frame Relay switch, BellSouth will invoice, and Aeneas Communications will pay, the total non-recurring and recurring PVC and CIR charges for the PVC segment between the BellSouth and Aeneas Communications Frame Relay switches. If the VC is a Local VC, Aeneas Communications will then invoice and BellSouth will pay the total non-recurring and recurring PVC and CIR charges billed for that segment. If the VC is not local, no compensation will be paid to Aeneas Communications for the PVC segment.

6.9.3 The Parties agree to compensate each other for requests to change a PVC segment or PVC service order record, according to the Feature Change charge as set forth in the BellSouth access tariff BellSouth Tariff FCC No. 1.

6.9.4 If Aeneas Communications requests a change, BellSouth will invoice and Aeneas Communications will pay a Feature Change charge for each affected PVC segment.

6.9.4.1 If BellSouth requests a change to a Local VC, Aeneas Communications will invoice and BellSouth will pay a Feature Change charge for each affected PVC segment.

6.9.5 The Parties agree to limit the sum of the CIR for the VCs on a DS1 NNI port to not more than three times the port speed, or not more than six times the port speed on a DS3 NNI port.

6.9.6 Except as expressly provided herein, this Agreement does not address or alter in any way either Party's provision of Exchange Access Frame Relay Service or interLATA Frame Relay Service. All charges by each Party to the other for carriage of Exchange Access Frame Relay Service or interLATA Frame Relay Service are included in the BellSouth access tariff BellSouth Tariff FCC No. 1.

6.10 Aeneas Communications will identify and report quarterly to BellSouth the PLCU of the Frame Relay facilities it uses, per section 6.5.3 above.

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

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

7. Operational Support Systems (OSS)

The terms, conditions and rates for OSS are as set forth in Attachment 2.

Exhibit B

Basic Architecture

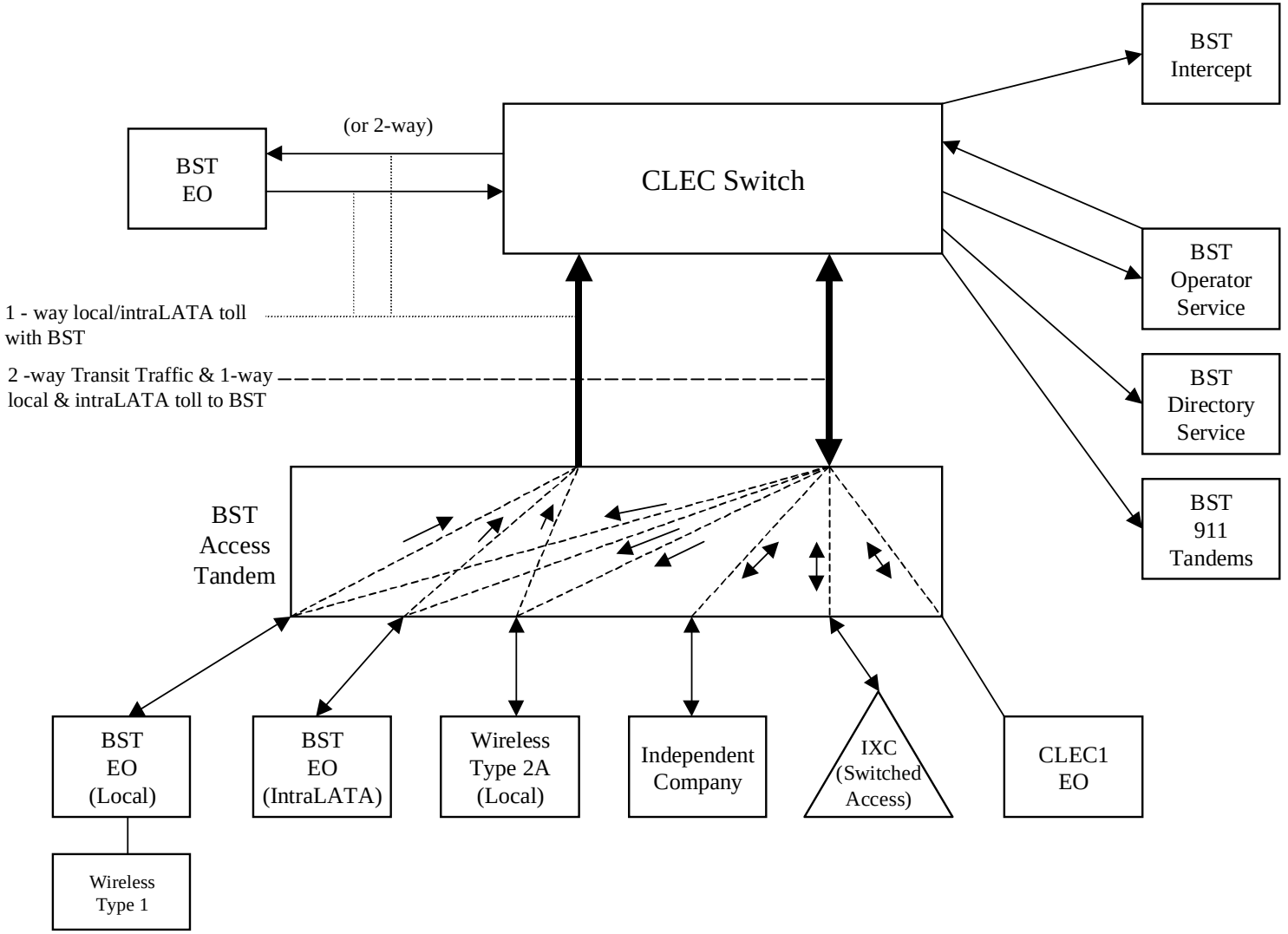


Exhibit C

One-Way Architecture

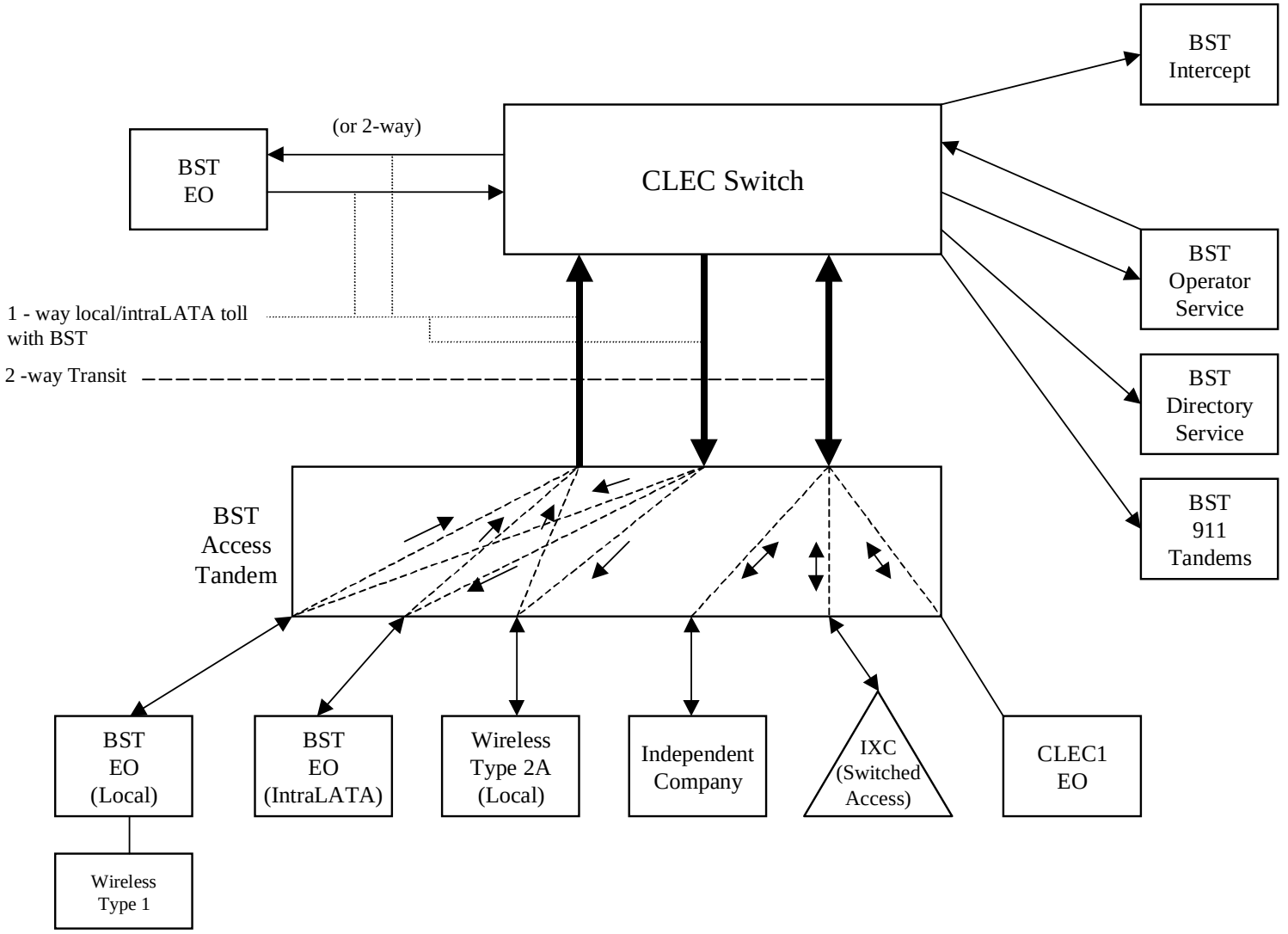


Exhibit D

Two-Way Architecture

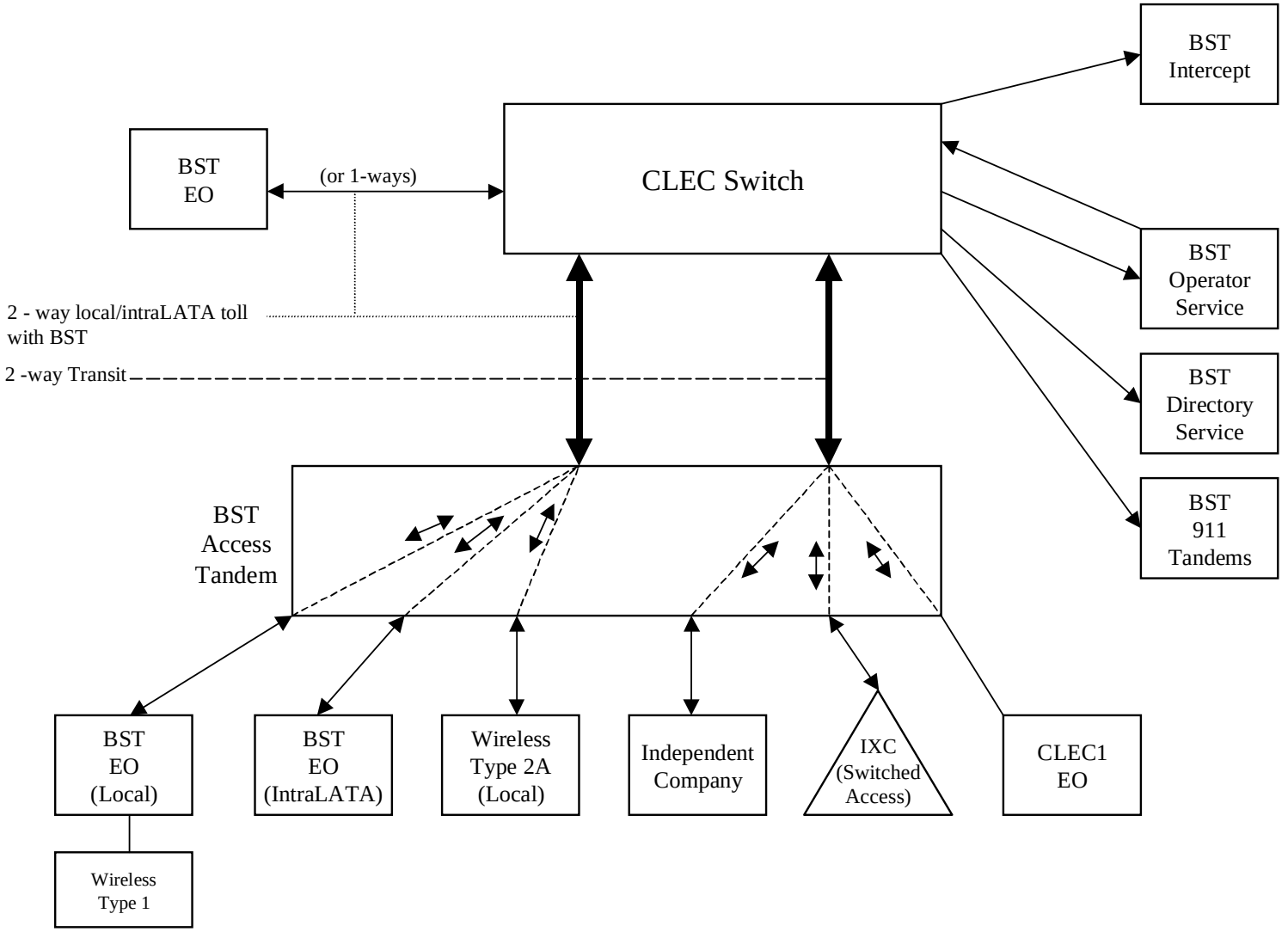
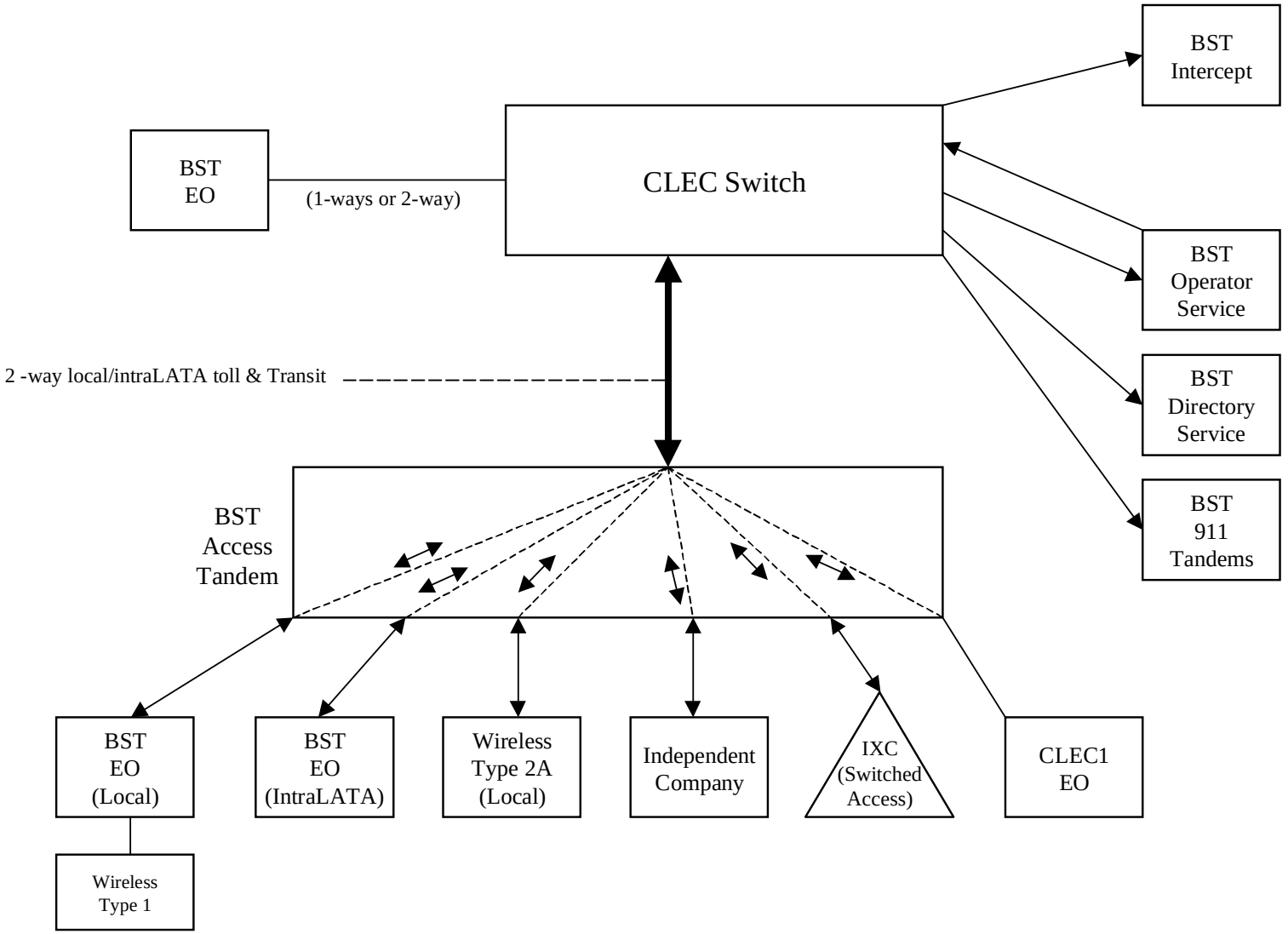


Exhibit E

Supergroup Architecture



BELLSOUTH/Aeneas RATES
LOCAL INTERCONNECTION

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)										
End Office Switching, per mou	N/A	$0.0018	NA	$0.0016333	$0.002562	$0.00210	$0.0023771	$0.0015	$0.0019295	$0.0019
Direct Local Interconnection, per mou (same as End Office Switching in FL)		NA	$0.002	NA	NA	NA	NA	NA	NA	NA
Tandem Switching, per mou	N/A	$0.00063	$0.00029	$0.0006757	$0.001096	$0.0008	$0.0007834	$0.0006	$0.0006843	$0.000676
Tandem Local Interconnection, per mou (includes end office switching element)	N/A	NA	$0.00325	NA	NA	NA	NA	NA	NA	NA
Multiple Tandem Switching, per mou (applies to initial tandem only), effective 10/99	N/A	NA	$0.00125	NA	NA	NA	NA	NA	NA	NA
Local Intermediary, per mou (applies to transit traffic only)	N/A	NA	$0.00125	NA	NA	NA	NA	NA	NA	NA
Tandem Intermediary Charge, per mou*	N/A	$0.0015	NA	NA	$0.001096	NA	NA	NA	NA	NA
*(This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.)										
TRUNK CHARGE										
Interim charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and CLEC-1 shall be as set forth in this Exhibit. At such time as BellSouth develops a final cost based rate for such interconnecting trunk groups, the Parties shall amend this agreement to include such final cost based rates and shall true up such charges in accordance with this Attachment.										
Installation Trunk Side Service - per DS0										
NRC - 1st	TPP++	$333.69	$336.43	$333.28	$334.09	$334.94	$334.11	$333.54	$335.14	$334.29
NRC - Add'l	TPP++	$56.91	$57.38	$56.84	$57.12	$56.98	$56.98	$56.88	$57.16	$57.01
INTEROFFICE TRANSPORT										
Common (Shared) Transport										
Common (Shared) Transport per mile per mou	N/A	$0.00001	$0.000012	$0.000008	$0.0000049	$0.0000083	$0.0000091	$0.00001	$0.0000121	$0.00004
Common (Shared) Transport Facilities Termination per mou	N/A	$0.00045	$0.0005	$0.0004152	$0.000426	$0.00047	$0.0004281	$0.00034	$0.0004672	$0.00036
Interoffice Channel Transport - Dedicated - VG										
Interoffice Transport - Dedicated - 2-wire VG										
2-Wire VG - per mile per month	1L5XF	$0.0339	$0.0098	$0.0222	NA	$0.0384	NA	$0.0282	$0.0373	$0.0173
2-Wire VG - Facility Termination per month	1L5XF	$18.49	$26.52	$17.07	NA	$19.10	NA	$18.01	$21.42	$18.33
NRC - 2-wire VG - Facility Termination -1st	1L5XF	$107.11	$81.09	$79.61	NA	$76.20	NA	$137.48	$136.44	$55.39
NRC - 2-wire VG - Facility Termination - Add'l	1L5XF	$48.27	$54.83	$36.08	NA	$34.54	NA	$52.58	$51.37	$17.37
NRC - 2-wire VG -Facility Termination - Disconnect Charge -1st	1L5XF	$37.16	$31.01	NA	NA	$28.03	NA	NA	NA	$27.96
NRC - 2-wire VG - Facility Termination - Disconnect Charge -Add'l	1L5XF	$5.88	$12.78	NA	NA	$5.37	NA	NA	NA	$3.51
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.56	NA	NA	NA	NA	NA	NA	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.84	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.75	$3.50	NA	$3.50	NA	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	NA
NRC - 2-wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	NA	$38.07	$39.63	NA
NRC - 2-wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$27.57	NA	$18.94	NA	$18.14	NA	$38.07	$39.63	NA
NRC - 2-wire VG - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	$12.97	NA	NA	NA	$8.06	NA	NA	NA	NA
NRC - 2-wire VG - Incremental Charge--Manual Svc Order-Disconnect--Add'l	SOMAN	$12.97	NA	NA	NA	$8.06	NA	NA	NA	NA
Interoffice Transport - Dedicated - 2 Wire VG - Kentucky & Mississippi										
2-Wire VG - per mile per month	1L5NF	NA	NA	NA	$0.0301	NA	$0.0323	NA	NA	NA
2-Wire VG - Facility Termination per month	1L5NF	NA	NA	NA	$27.66	NA	$21.33	NA	NA	NA
NRC - 2-wire VG - Facility Termination -1st	1L5NF	NA	NA	NA	$142.31	NA	$106.72	NA	NA	NA
NRC - 2-wire VG - Facility Termination - Add'l	1L5NF	NA	NA	NA	$56.21	NA	$48.83	NA	NA	NA
NRC - 2-wire VG -Facility Termination - Disconnect Charge -1st	1L5NF	NA	NA	NA	NA	NA	$38.05	NA	NA	NA
NRC - 2-wire VG - Facility Termination - Disconnect Charge -Add'l	1L5NF	NA	NA	NA	NA	NA	$7.23	NA	NA	NA
NRC - Manual Svc Order, per LSR	SOMAN	NA	NA	NA	$19.99	NA	NA	NA	NA	NA

BELLSOUTH/Aeneas RATES
LOCAL INTERCONNECTION

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	NA	$3.50	NA	$3.50	NA	NA	NA
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 2-wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	NA	NA	NA	$25.52	NA	NA	NA
NRC - 2-wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	NA	NA	NA	$25.52	NA	NA	NA
NRC - 2-wire VG - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	NA	NA	NA	NA	NA	$11.34	NA	NA	NA
NRC - 2-wire VG - Incremental Charge--Manual Svc Order-Disconnect--Add'l	SOMAN	NA	NA	NA	NA	NA	$11.34	NA	NA	NA
Interoffice Transport - Dedicated - DS0 - 56/64 KBPS										
DS0 - per mile per month	1L5XK	$0.0339	$0.0098	$0.0222	NA	$0.0384	NA	$0.0282	$0.0373	$0.1730
DS0 - Facility Termination per month	1L5XK	$17.81	$19.31	$16.45	NA	$18.37	NA	$17.40	$20.71	$17.74
NRC - DS0 - Facility Termination - 1st	1L5XK	$107.11	$81.11	$79.61	NA	$76.20	NA	$137.48	$136.44	$55.39
NRC - DS0 - Facility Termination - Add'l	1L5XK	$48.27	$54.83	$36.08	NA	$34.54	NA	$52.58	$51.37	$17.37
NRC - DS0 -Facility Termination - Disconnect Charge - 1st	1L5XK	$37.16	$31.01	NA	NA	$28.03	NA	NA	NA	$27.96
NRC - DS0 - Facility Termination - Disconnect Charge - Add'l	1L5XK	$5.88	$12.78	NA	NA	$5.37	NA	NA	NA	$3.51
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.56	NA	NA	NA	NA	NA	NA	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.84	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.77	$3.50	NA	$3.50	NA	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	NA
NRC - DS0 -Incremental Charge--Manual Svc Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	NA	$38.07	$39.63	NA
NRC -DS0 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$27.37	NA	$18.94	NA	$18.14	NA	$38.07	$39.63	NA
NRC - DS0 -Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	$12.97	NA	NA	NA	$8.06	NA	NA	NA	NA
NRC - DS0 -Incremental Charge--Manual Svc Order-Disconnect—Add'l	SOMAN	$12.97	NA	NA	NA	$8.06	NA	NA	NA	NA
Interoffice Transport - Dedicated - DS0 - 56/64 KBPS - Kentucky & Mississippi										
DS0 - per mile per month	1L5NK	NA	NA	NA	$0.0301	NA	$0.0323	NA	NA	NA
DS0 - Facility Termination per month	1L5NK	NA	NA	NA	$26.95	NA	$20.64	NA	NA	NA
NRC - DS0 - Facility Termination - 1st	1L5NK	NA	NA	NA	$142.31	NA	$106.72	NA	NA	NA
NRC - DS0 - Facility Termination - Add'l	1L5NK	NA	NA	NA	$56.21	NA	$48.83	NA	NA	NA
NRC - DS0 -Facility Termination - Disconnect Charge - 1st	1L5NK	NA	NA	NA	NA	NA	$38.05	NA	NA	NA
NRC - DS0 - Facility Termination - Disconnect Charge - Add'l	1L5NK	NA	NA	NA	NA	NA	$7.23	NA	NA	NA
NRC - Manual Svc Order, per LSR	SOMAN	NA	NA	NA	$19.99	NA	NA	NA	NA	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	NA	$3.50	NA	$3.50	NA	NA	NA
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - DS0 -Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	NA	$37.21	NA	$25.52	NA	NA	NA
NRC -DS0 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	NA	$37.21	NA	$25.52	NA	NA	NA
NRC - DS0 -Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	NA	NA	NA	NA	NA	$11.31	NA	NA	NA
NRC - DS0 -Incremental Charge--Manual Svc Order-Disconnect—Add'l	SOMAN	NA	NA	NA	NA	NA	$11.34	NA	NA	NA
Interoffice Transport - Dedicated - DS1										
DS1 - per mile per month	1L5XL	$0.6920	$0.6013	$0.4523	NA	$0.7831	NA	$0.5753	$0.7598	$0.3525
DS1 -Facility Termination per month	1L5XL	$79.69	$99.79	$78.47	NA	$93.40	NA	$71.29	$94.98	$75.83
NRC - DS1-Facility Termination - 1st	1L5XL	$198.15	$45.91	$147.07	NA	$140.49	NA	$217.17	$216.27	$145.98
NRC - DS1 - Facility Termination - Add'l	1L5XL	$148.18	$44.18	$111.75	NA	$106.69	NA	$163.75	$162.70	$109.85
NRC - DS1 - Facility Termination - Disconnect Charge - 1st	1L5XL	$25.44	$30.30	NA	NA	$20.00	NA	NA	NA	$19.55
NRC - DS1 - Facility Termination -Disconnect Charge - Add'l	1L5XL	$20.42	$26.76	NA	NA	$16.34	NA	NA	NA	$14.99
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.56	NA	NA	NA	NA	NA	NA	$19.99

Version 3Q00:09/29/00

BELLSOUTH/Aeneas RATES
LOCAL INTERCONNECTION

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.84	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.77	$3.50	NA	$3.50	NA	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	NA
NRC - DS1 - Incremental Charge--Manual Svc Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	NA	$38.07	$39.63	NA
NRC -DS1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$27.37	NA	$18.94	NA	$18.14	NA	$38.07	$39.63	NA
NRC - DS1 - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	$12.97	NA	NA	NA	$8.06	NA	NA	NA	NA
NRC - DS1 - Incremental Charge--Manual Svc Order-Disconnect—Add'l	SOMAN	$12.97	NA	NA	NA	$8.06	NA	NA	NA	NA
Interoffice Transport - Dedicated - DS1 - Kentucky & Mississippi										
DS1 - per mile per month	1L5NL	NA	NA	NA	$0.4500	NA	$0.6598	NA	NA	NA
DS1 -Facility Termination per month	1L5NL	NA	NA	NA	$55.05	NA	$74.40	NA	NA	NA
NRC - DS1-Facility Termination - 1st	1L5NL	NA	NA	NA	$298.18	NA	$196.28	NA	NA	NA
NRC - DS1 - Facility Termination - Add'l	1L5NL	NA	NA	NA	$231.23	NA	$147.31	NA	NA	NA
NRC - DS1 - Facility Termination - Disconnect Charge - 1st	1L5NL	NA	NA	NA	NA	NA	$26.56	NA	NA	NA
NRC - DS1 - Facility Termination -Disconnect Charge - Add'l	1L5NL	NA	NA	NA	NA	NA	$21.61	NA	NA	NA
NRC - Manual Svc Order, per LSR	SOMAN	NA	NA	NA	$19.99	NA	NA	NA	NA	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	NA	$3.50	NA	$3.50	NA	NA	NA
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - DS1 - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	NA	NA	NA	$25.52	NA	NA	NA
NRC -DS1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	NA	NA	NA	$25.52	NA	NA	NA
NRC - DS1 - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	NA	NA	NA	NA	NA	$11.31	NA	NA	NA
NRC - DS1 - Incremental Charge--Manual Svc Order-Disconnect—Add'l	SOMAN	NA	NA	NA	NA	NA	$11.34	NA	NA	NA
Interoffice Transport - Dedicated - DS3										
DS3 - per mile per month	1L5XM	$4.98	$4.17	$2.72	NA	$14.04	NA	$12.98	$8.13	$5.89
DS3 -Facility Termination per month	1L5XM	$898.15	$1,121.93	$788.00	NA	$1,101	NA	$720.38	$967.70	$760.20
NRC - DS3 - Facility Termination -1st	1L5XM	$511.77	$557.69	$511.10	NA	$611.41	NA	$794.94	$606.72	$625.91
NRC - DS3 - Facility Termination - Add'l	1L5XM	$330.92	$325.61	$330.77	NA	$304.90	NA	$579.55	$423.45	$311.39
NRC - DS3 - Facility Termination - Disconnect Charge - 1st	1L5XM	$121.72	$111.56	$122.31	NA	$102.16	NA	NA	NA	$103.36
NRC - DS3 - Facility Termination - Disconnect Charge - Add'l	1L5XM	$118.54	$108.34	$119.14	NA	$99.46	NA	NA	NA	$100.59
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.56	NA	NA	NA	NA	NA	NA	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.84	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.77	$3.50	NA	$3.50	NA	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	NA
NRC - DS3 - Incremental Charge--Manual Svc Order - 1st	SOMAN	$38.48	NA	$37.55	NA	$50.25	NA	$91.26	$54.26	NA
NRC - DS3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$38.48	NA	$37.55	NA	$50.25	NA	$91.26	$54.26	NA
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	$19.03	NA	$18.03	NA	$20.94	NA	NA	NA	NA
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect—Add'l	SOMAN	$19.03	NA	$18.03	NA	$20.94	NA	NA	NA	NA
Interoffice Transport - Dedicated - DS3 - Kentucky & Mississippi										
DS3 - per mile per month	1L5NM	NA	NA	NA	$12.62	NA	$15.02	NA	NA	NA
DS3 -Facility Termination per month	1L5NM	NA	NA	NA	$1,204	NA	$744.38	NA	NA	NA
NRC - DS3 - Facility Termination -1st	1L5NM	NA	NA	NA	$946.23	NA	$686.74	NA	NA	NA
NRC - DS3 - Facility Termination - Add'l	1L5NM	NA	NA	NA	$516.89	NA	$477.76	NA	NA	NA
NRC - DS3 - Facility Termination - Disconnect Charge - 1st	1L5NM	NA	NA	NA	NA	NA	$125.56	NA	NA	NA
NRC - DS3 - Facility Termination - Disconnect Charge - Add'l	1L5NM	NA	NA	NA	NA	NA	$118.79	NA	NA	NA
NRC - Manual Svc Order, per LSR	SOMAN	NA	NA	NA	$19.99	NA	NA	NA	NA	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA

Version 3Q00:09/29/00

BELLSOUTH/Aeneas RATES
LOCAL INTERCONNECTION

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	NA	$3.50	NA	$3.50	NA	NA	NA
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - DS3 - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	NA	$93.12	NA	$64.97	NA	NA	NA
NRC - DS3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	NA	$93.12	NA	$64.97	NA	NA	NA
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	NA	NA	NA	NA	NA	$27.08	NA	NA	NA
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect—Add'l	SOMAN	NA	NA	NA	NA	NA	$27.08	NA	NA	NA
Local Channel - Dedicated										
Local Channel - Dedicated - 2-Wire VG										
Monthly Recurring per month	TEFV2	$14.61	$29.33	$13.91	$22.26	$14.94	$17.83	$14.83	$16.83	$19.02
NRC - 2-wire VG - Facility Termination - 1st	TEFV2	$494.65	$386.34	$382.95	$585.15	$347.49	$487.62	$553.80	$554.00	$199.33
NRC - 2-wire VG - Facility Termination - Add'l	TEFV2	$84.44	$66.36	$62.40	$98.53	$59.75	$84.35	$89.69	$88.58	$24.16
NRC - 2-wire VG - Facility Termination - Disconnect - 1st	TEFV2	$77.81	$67.91	NA	$11.99	$53.68	$77.69	NA	NA	$54.81
NRC - 2-wire VG - Facility Termination - Disconnect - Add'l	TEFV2	$7.63	$5.92	NA	NA	$6.60	$8.95	NA	NA	$4.80
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.56	NA	$19.99	NA	NA	NA	NA	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.84	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	NA
NRC - 2-wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$42.17	$43.75	NA
NRC - 2-wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$18.37	NA	$8.42	NA	$8.06	$11.34	$12.76	$13.55	NA
NRC - 2-wire VG - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	$17.75	NA	NA	NA	$11.40	$16.05	NA	NA	NA
Local Channel - Dedicated - 4-Wire VG										
Monthly Recurring per month	TEFV4	$15.77	$30.50	$14.99	$23.38	$16.21	$19.03	$15.87	$18.05	$20.14
NRC - 4-Wire VG - 1st	TEFV4	$502.43	$387.21	$368.44	$585.15	$352.75	$495.25	$562.23	$562.46	$201.53
NRC - 4-Wire VG - Add'l	TEFV4	$86.68	$67.22	$64.05	$98.53	$61.33	$86.56	$92.67	$91.57	$24.83
NRC - 4-Wire VG - Disconnect Chg - 1st	TEFV4	$78.71	$68.78	NA	NA	$54.36	$78.58	NA	NA	$55.52
NRC - 4-Wire VG - Disconnect Chg - Add'l	TEFV4	$8.53	$6.79	NA	NA	$7.28	$9.84	NA	NA	$5.51
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.56	NA	$19.99	NA	NA	NA	NA	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.84	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	$3.50	$0.42	NA	NA	NA	NA	NA	NA	NA
NRC - 4-Wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$42.17	$43.64	NA
NRC - 4-Wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$18.73	NA	$8.42	NA	$8.06	$11.34	$12.76	$13.55	NA
Local Channel - Dedicated - DS1										
DS1 Monthly Recurring per month	TEFHG	$35.52	$43.53	$38.36	$43.80	$43.80	$38.91	$35.68	$37.20	$40.27
NRC - DS1 - 1st	TEFHG	$503.57	$242.45	$356.15	$538.95	$348.56	$494.83	$534.48	$534.81	$277.35
NRC - DS1 - Add'l	TEFHG	$442.84	$226.44	$312.89	$464.94	$300.30	$435.28	$462.69	$462.81	$233.26
NRC - DS1 - Disconnect Chg - 1st	TEFHG	$46.28	$41.13	NA	NA	$24.15	$46.85	NA	NA	$33.18
NRC - DS1 - Disconnect Chg - Add'l	TEFHG	$32.18	$28.28	NA	NA	$21.31	$33.02	NA	NA	$22.30
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.56	NA	$19.99	NA	NA	NA	NA	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.84	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	NA
NRC - DS1 - Incremental Charge--Manual Svc Order - 1st	SOMAN	$61.95	NA	$44.22	$87.71	$42.34	$59.58	$86.15	$87.99	NA
NRC - DS1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$0.00	NA	NA	NA	NA	NA	$1.77	$3.11	NA

Version 3Q00:09/29/00

BELLSOUTH/Aeneas RATES
LOCAL INTERCONNECTION

		RATES BY STATE								
DESCRIPTION	**USOC**	**AL**	**FL**	**GA**	**KY**	**LA**	**MS**	**NC**	**SC**	**TN**
Local Channel - Dedicated - DS3										
DS3 - Facility Termination per month	TEFHJ	$541.78	$570.06	$550.01	$697.89	$696.07	$533.33	$498.87	$498.58	$633.15
NRC - DS3 - Facility Termination - 1st	TEFHJ	$640.54	$903.37	$639.50	$1,091.00	$594.71	$526.67	$562.25	$735.42	$726.16
NRC - DS3 - Facility Termination - Add'l	TEFHJ	$426.28	$528.05	$426.40	$661.23	$396.54	$493.71	$527.88	$519.31	$411.64
NRC - DS3 - Facility Termination - Disconnect - 1st	TEFHJ	$121.72	$221.46	$122.31	NA	$113.75	$42.41	NA	NA	$103.36
NRC - DS3 - Facility Termination - Disconnect - Add'l	TEFHJ	$118.54	$154.90	$119.14	NA	$110.80	$40.87	NA	NA	$100.59
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.56	NA	$19.99	NA	NA	NA	NA	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.84	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	NA
NRC - DS3 -Incremental Charge--Manual Svc Order - 1st	SOMAN	$38.48	NA	$37.55	$93.12	$50.25	$31.49	$56.25	$54.26	NA
NRC - DS3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$38.48	NA	$37.55	$93.12	$50.25	$31.49	$56.25	$54.26	NA
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect -1st	SOMAN	$19.03	NA	$18.03	NA	$20.94	$25.35	NA	NA	NA
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect-Add'l	SOMAN	$19.03	NA	$18.03	NA	$20.94	$25.35	NA	NA	NA
CHANNELIZATION										
DS3 Channelization (DS3 to DS1)										
per Channelized System (28 DS1) per month	SATCS	$188.51	$220.97	$188.78	NA	$182.64	NA	$243.76	$234.30	$185.94
NRC - 1st	SATCS	$71.76	$356.40	$72.50	NA	$60.96	NA	$77.90	NA	$61.09
NRC - Add'l	SATCS	$52.03	$188.00	$59.96	NA	$50.46	NA	$63.32	NA	$50.31
NRC -1st - Disconnect	SATCS	$17.22	$61.64	$11.02	NA	$7.55	NA	$4.61	$11.99	$3.91
NRC -Add'l - Disconnect	SATCS	$12.05	$58.98	$12.02	NA	$12.29	NA	$15.76	$12.05	$12.61
per Interface per month (COCI)	SATCO	$8.69	$14.40	$8.66	NA	$8.80	NA	$11.28	$8.68	$9.03
NRC - 1st	SATCO	NA	$13.16	NA	NA	NA	NA	NA	NA	$19.99
NRC - Add'l	SATCO	NA	$9.43	NA	NA	NA	NA	NA	NA	NA
NRC - Manual Svc Order, per LSR	SOMEC	$3.50	$21.56	$3.50	NA	$3.50	NA	$3.50	$3.50	$3.50
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.84	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMAN	$15.61	NA	$14.91	NA	$19.74	NA	$28.13	$25.59	$21.71
NRC - Electronic Svc Order, per LSR disconnect	SOMAN	$7.39	NA	$6.63	NA	$8.77	NA	$13.33	$8.92	$10.46
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -1st	SOMAN	$11.67	NA	$10.82	NA	$12.43	NA	$18.26	NA	$14.21
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -Add'l	SOMAN	$0.9469	NA	NA	NA	NA	NA	$1.48	NA	$1.46
DS3 Channelization (DS3 to DS1) - Kentucky & Mississippi										
per Channelized System (28 DS1) per month	SATNS	NA	NA	NA	$236.32	NA	$247.40	NA	NA	NA
NRC - 1st	SATNS	NA	NA	NA	$425.41	NA	$79.94	NA	NA	NA
NRC - Add'l	SATNS	NA	NA	NA	$303.33	NA	$65.20	NA	NA	NA
NRC -1st - Disconnect	SATNS	NA	NA	NA	NA	NA	$5.58	NA	NA	NA
NRC -Add'l - Disconnect	SATNS	NA	NA	NA	NA	NA	$15.85	NA	NA	NA
per Interface per month (COCI)	SATCO	NA	NA	NA	$8.52	NA	$11.35	NA	NA	NA
NRC - 1st	SATCO	NA	NA	NA	$19.99	NA	NA	NA	NA	NA
NRC - Add'l	SATCO	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Manual Svc Order, per LSR	SOMAN	NA	NA	NA	$3.50	NA	$3.50	NA	NA	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	NA	NA	NA	$26.95	NA	NA	NA
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	NA	NA	NA	NA	$11.98	NA	NA	NA
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -1st	SOMAN	NA	NA	NA	$41.47	NA	$16.97	NA	NA	NA
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -Add'l	SOMAN	NA	NA	NA	$11.99	NA	NA	NA	NA	NA
DS1 Channelization (DS1 to DS0)										

Version 3Q00:09/29/00

BELLSOUTH/Aeneas RATES
LOCAL INTERCONNECTION

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
per Channelized System (24 DS0) per month	SATC1	$136.82	$153.60	$126.22	NA	$209.87	NA	$177.72	$147.51	$165.21
NRC - 1st	SATC1	$197.98	$182.14	$198.22	NA	$193.63	NA	$267.19	$220.89	$197.21
NRC - Add'l	SATC1	$123.12	$125.18	$123.59	NA	$118.37	NA	$161.43	$137.15	$119.99
NRC -1sr - Disconnect	SATC1	$30.18	$19.52	$31.03	NA	$26.44	NA	$34.55	NA	$25.66
NRC -Add'l - Disconnect	SATC1	$18.86	$18.14	$19.75	NA	$16.83	NA	$21.14	NA	$15.81
- Interface (COCI)										
per OCU-DP(data) card per month (2.4-64kbs)	SATSA	$1.66	$2.20	$1.86	NA	$3.12	NA	$2.88	$2.34	$2.46
NRC - 1st	SATSA	$12.05	$13.16	$12.02	NA	$12.29	NA	$15.76	$12.05	$12.61
NRC - Add'l	SATSA	$8.69	$9.43	$8.66	NA	$8.80	NA	$11.28	$8.68	$9.03
per BRITE card per month	SATSA	$3.41	$3.83	$3.71	NA	$4.18	NA	$3.76	$4.21	$3.33
NRC - 1st	SATSA	$12.05	$13.16	$12.02	NA	$12.29	NA	$15.76	$12.05	$12.61
NRC - Add'l	SATSA	$8.69	$9.43	$8.66	NA	$8.80	NA	$11.28	$8.68	$9.03
per VG card per month (DS0)	SATSA	$0.86	$1.45	$1.17	NA	$1.62	NA	$1.64	$1.47	$1.25
NRC - 1st	SATSA	$12.05	$13.16	$12.02	NA	$12.29	NA	$15.76	$12.05	$12.61
NRC - Add'l	SATSA	$8.69	$9.43	$8.66	NA	$8.80	NA	$11.28	$8.68	$9.03
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.56	NA	NA	NA	NA	NA	NA	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.84	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.77	$3.50	NA	$3.50	NA	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.43	NA	NA	NA	NA	NA	NA	NA
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -1st	SOMAN	$15.61	NA	$14.75	NA	$19.74	NA	$28.13	$25.59	$25.66
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -Add'l	SOMAN	$7.39	NA	$6.55	NA	$8.77	NA	$13.33	$8.92	$15.81
Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - 1st	SOMAN	$11.67	NA	$10.70	NA	$12.43	NA	$18.26	NA	$14.21
Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - Add'l	SOMAN	$0.9469	NA	$0.00	NA	NA	NA	$1.48	NA	$1.46
DS1 Channelization (DS1 to DS0) - Kentucky & Mississippi										
per Channelized System (24 DS0) per month	SASTN1	NA	NA	NA	$200.01	NA	$146.87	NA	NA	NA
NRC - 1st	SASTN1	NA	NA	NA	$302.82	NA	$271.52	NA	NA	NA
NRC - Add'l	SASTN1	NA	NA	NA	$184.20	NA	$164.56	NA	NA	NA
NRC -1sr - Disconnect	SASTN1	NA	NA	NA	NA	NA	$36.38	NA	NA	NA
NRC -Add'l - Disconnect	SASTN1	NA	NA	NA	NA	NA	$11.98	NA	NA	NA
- Interface (COCI)										
per OCU-DP(data) card per month (2.4-64kbs)	SATSA	NA	NA	NA	$2.94	NA	$2.86	NA	NA	NA
NRC - 1st	SATSA	NA	NA	NA	$15.86	NA	$15.85	NA	NA	NA
NRC - Add'l	SATSA	NA	NA	NA	$11.36	NA	$11.35	NA	NA	NA
per BRITE card per month	SATSA	NA	NA	NA	$4.04	NA	$3.88	NA	NA	NA
NRC - 1st	SATSA	NA	NA	NA	$15.86	NA	$15.85	NA	NA	NA
NRC - Add'l	SATSA	NA	NA	NA	$11.36	NA	$11.35	NA	NA	NA
per VG card per month (DS0)	SATSA	NA	NA	NA	$1.40	NA	$1.45	NA	NA	NA
NRC - 1st	SATSA	NA	NA	NA	$15.86	NA	$15.85	NA	NA	NA
NRC - Add'l	SATSA	NA	NA	NA	$11.36	NA	$11.35	NA	NA	NA
NRC - Manual Svc Order, per LSR	SOMAN	NA	NA	NA	$19.99	NA	NA	NA	NA	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	NA	$3.50	NA	$3.50	NA	NA	NA
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	NA	NA	NA	NA	NA	NA	NA	NA
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -1st	SOMAN	NA	NA	NA	$41.47	NA	$19.74	NA	NA	NA
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -Add'l	SOMAN	NA	NA	NA	$11.99	NA	$8.77	NA	NA	NA
Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - 1st	SOMAN	NA	NA	NA	NA	NA	$12.43	NA	NA	NA
Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
Local Interconnection Mid-Span Meet										
Local Channel - Dedicated - DS1										

Version 3Q00:09/29/00

BELLSOUTH/Aeneas RATES
LOCAL INTERCONNECTION

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
DS1 Monthly Recurring per month	TEFHG	$14.84	$17.27	$15.95	$17.19	$19.93	$16.48	$16.58	$15.87	$17.90
NRC - DS1 - 1st	TEFHG	$546.69	$553.19	$545.80	$547.16	$548.70	$546.77	$546.22	$548.72	$547.48
NRC - DS1 - Add'l	TEFHG	$471.61	$477.22	$470.84	$472.01	$473.34	$471.68	$471.20	$473.36	$472.29
NRC - DS1 - Disconnect Chg - 1st	TEFHG	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
NRC - DS1 - Disconnect Chg - Add'l	TEFHG	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
NRC - DS1 - Incremental Charge--Manual Svc Order - 1st	SOMAN	$89.52	90.0705	$88.87	$89.09	$89.34	$89.03	$88.94	$89.34	$89.14
NRC - DS1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$89.52	90.0705	88.8666	89.0879	89.3388	89.0255	$88.94	$89.34	$89.14
NRC - DS1 - Incremental Charge--Manual Svc Order-Disconnect	SOMAN	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Local Channel - Dedicated - DS3										
DS3 - Facility Termination per month	TEFHJ	$214.60	$245.65	$231.61	$275.82	$287.11	$218.84	$232.80	$222.56	$285.50
NRC - DS3 - Facility Termination - 1st	TEFHJ	$1,066.46	$1,079.15	$1,064.72	$1,067.37	$1,070.38	$1,066.63	$1,065.55	$1,070.42	$1,068.00
NRC - DS3 - Facility Termination - Add'l	TEFHJ	$670.88	678.85.98	$669.79	$671.45	$673.34	$670.98	$670.31	$673.37	$671.85
NRC - DS1 - Disconnect Chg - 1st	TEFHJ	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
NRC - DS1 - Disconnect Chg - Add'l	TEFHJ	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
NRC - DS3 -Incremental Charge--Manual Svc Order - 1st	SOMAN	$94.49	$95.61	$94.34	$94.57	$94.84	$94.50	$94.41	$94.94	$94.63
NRC - DS3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$94.49	$95.61	$94.34	$94.57	$94.84	$94.50	$94.41	$94.94	$94.63
NRC - DS1 - Incremental Charge--Manual Svc Order-Disconnect	SOMAN	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
NOTES:										
If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.										

Version 3Q00:09/29/00

Attachment 4

Physical Collocation

BELLSOUTH
PHYSICAL COLLOCATION

1. Scope of Attachment

1.1 Scope of Attachment. The rates, terms, and conditions contained within this Attachment shall only apply when Aeneas Communications is occupying the Collocation Space as a sole occupant or as a Host within a Premises location pursuant to Section 4. This Attachment is applicable to Premises owned or leased by BellSouth. However, if the Premises occupied by BellSouth is leased by BellSouth from a third party, special considerations and intervals may apply in addition to the terms and conditions of this Attachment.

All the negotiated rates, terms and conditions set forth in this Attachment pertain to collocation and the provisioning of Collocation Space.

1.2 Right to Occupy. BellSouth shall offer to Aeneas Communications collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission ("FCC"). Subject to Section 4 of this Attachment, BellSouth allows Aeneas Communications to occupy that certain area designated by BellSouth within a BellSouth Premises, or on BellSouth property upon which the BellSouth Premises is located, of a size which is specified by Aeneas Communications and agreed to by BellSouth (hereinafter "Collocation Space"). BellSouth Premises include BellSouth Central Offices and Serving Wire Centers. The necessary rates, terms and conditions for BellSouth locations other than BellSouth Premises shall be negotiated upon request for collocation at such location(s). Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth above.

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

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

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

1.4 Use of Space. Aeneas Communications shall use the Collocation Space for the purposes of installing, maintaining and operating Aeneas Communications's equipment (to include testing and monitoring equipment) necessary for interconnection with

BellSouth services and facilities, including access to unbundled network elements, for the provision of telecommunications services. Pursuant to Section 5 following, Aeneas Communications may, at its option, place Aeneas Communications-owned fiber entrance facilities to the Collocation Space. The Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.

1.5 Rates and Charges. Aeneas Communications agrees to pay the rates and charges identified in Exhibit A attached hereto.

1.6 Due Dates. If any due date contained in this Attachment falls on a weekend or National holiday, then the due date will be the next business day thereafter.

1.7 The parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.

2. Space Notification

2.1 Availability of Space. Upon submission of an Application pursuant to Section 6, BellSouth will permit Aeneas Communications to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Premises, unless BellSouth has determined that there is no space available due to space limitations or that physical collocation is not practical for technical reasons.

2.1.1 Availability Notification. Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a BellSouth Premises. This interval excludes National Holidays. If the amount of space requested is not available, BellSouth will notify Aeneas Communications of the amount of space that is available.

2.1.2 BellSouth will respond to a Florida Application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Premises. If the amount of space requested is not available, BellSouth will notify Aeneas Communications of the amount of space that is available.

2.1.3 BellSouth will respond to a Louisiana Application within ten (10) calendar days for space availability for one (1) to ten (10) Applications; fifteen (15) calendar days for eleven (11) to twenty (20) Applications; and for more than twenty (20) Applications, it is increased by five (5) calendar days for every five additional Applications received within five (5) business days. If the amount of space requested is not available, BellSouth will notify Aeneas Communications of the amount of space that is available.

2.1.4 BellSouth will respond to a Mississippi Application within ten (10) business days as to whether space is available or not available within a BellSouth Premises. If the amount

of space requested is not available, BellSouth will notify Aeneas Communications of the amount of space that is available.

2.2 Reporting. Upon request from Aeneas Communications, BellSouth will provide a written report ("Space Availability Report") specifying the amount of Collocation Space available at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report on the Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements.

2.2.1 The request from Aeneas Communications for a Space Availability Report must be written and must include the Premises and Common Language Location Identification ("CLLI") code of the Premises. Such information regarding Premises and CLLI code is located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4.

2.2.2 BellSouth will respond to a request for a Space Availability Report for a particular Premises within ten (10) calendar days of receipt of such request. BellSouth will make best efforts to respond in ten (10) calendar days to such a request when the request includes from two (2) to five (5) Premises within the same state. The response time for requests of more than five (5) Premises shall be negotiated between the Parties. If BellSouth cannot meet the ten calendar day response time, BellSouth shall notify Aeneas Communications and inform Aeneas Communications of the time frame under which it can respond.

2.2.2.1 In Mississippi, BellSouth will respond to a request for a Space Availability Report for a particular Premises within ten (10) business days of receipt of such request. BellSouth will make best efforts to respond in ten (10) business days to such a request when the request includes from two (2) to five (5) Premises within the same state. The response time for requests of more than five (5) Premises shall be negotiated between the Parties. If BellSouth cannot meet the ten business day response time, BellSouth shall notify Aeneas Communications and inform Aeneas Communications of the time frame under which it can respond.

2.3 Denial of Application. After notifying Aeneas Communications that BellSouth has no available space in the requested Premises ("Denial of Application"), BellSouth will allow Aeneas Communications, upon request, to tour the entire Premises within ten (10) calendar days of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Premises must be received by BellSouth within five (5) calendar days of the Denial of Application.

2.3.1 Denial of Application. In Mississippi, after notifying Aeneas Communications that BellSouth has no available space in the requested Premises ("Denial of Application"), BellSouth will allow Aeneas Communications, upon request, to tour the entire Premises within ten (10) business days of such Denial of Application. In order to schedule said tour within ten (10) business days, the request for a tour of the Premises

must be received by BellSouth within five (5) business days of the Denial of Application.

2.4 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit Aeneas Communications to inspect any floor plans or diagrams that BellSouth provides to the Commission.

2.5 Waiting List. Unless otherwise specified, on a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list when space becomes available according to how much space becomes available and the position of telecommunications carrier on said waiting list. Aeneas Communications must submit an updated, complete, and correct Application to BellSouth within 30 calendar days (in Mississippi, 30 business days) of such notification or notify BellSouth in writing within that time that Aeneas Communications wants to maintain its place on the waiting list either without accepting such space or accepting an amount of space less than its original request. If Aeneas Communications does not submit such an Application or notify BellSouth in writing as described above, BellSouth will offer such space to the next CLEC on the waiting list and remove Aeneas Communications from the waiting list. Upon request, BellSouth will advise Aeneas Communications as to its position on the list.

2.5.1 In Florida, on a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. Sixty (60) days prior to space becoming available, if known, BellSouth will notify the Florida PSC and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of telecommunications carrier on said waiting list. If not known sixty (60) days in advance, BellSouth shall notify the Florida PSC and the telecommunications carriers on the waiting list within two days of the determination that space is available.

2.6 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Central Offices that are without available space. BellSouth shall update such document within ten (10) calendar days (in Mississippi, 10 business days) of the Denial of Application due to Space Exhaust. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Central Office

previously on the space exhaust list. BellSouth shall allocate said available space pursuant to the waiting list referenced in Section 2.5.

2.7 Regulatory Agency Procedures. Notwithstanding the foregoing, should any state or federal regulatory agency impose procedures or intervals applicable to Aeneas Communications that are different from procedures or intervals set forth in this section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof.

3. Collocation Options

3.1 Cageless. BellSouth shall allow Aeneas Communications to collocate Aeneas Communications's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow Aeneas Communications to have direct access to its equipment and facilities. BellSouth shall make cageless collocation available in single bay increments pursuant to Section 7. Except where Aeneas Communications's equipment requires special technical considerations (e.g., special cable racking, isolated ground plane), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, Aeneas Communications must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in BellCore (Telcordia) GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to Section 6 following.

3.2 Cages. BellSouth shall construct enclosures in compliance with Aeneas Communications's collocation request. At Aeneas Communications's request, BellSouth shall permit Aeneas Communications to subcontract the construction of physical collocation arrangements with a contractor certified by BellSouth ("BellSouth Certified Contractor"), provided however, that BellSouth shall not unreasonably withhold approval of contractors.

3.3 When Aeneas Communications subcontracts the construction, Aeneas Communications must arrange with a BellSouth Certified Contractor to construct a collocation arrangement enclosure in accordance with BellSouth's guidelines and specifications prior to starting equipment installation and at Aeneas Communications's sole expense. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specification, Aeneas Communications and Aeneas Communications's BellSouth Certified Contractor must comply with the more stringent local building code requirements. Aeneas Communications's BellSouth

Certified Contractor shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with Aeneas Communications and provide, at Aeneas Communications's expense, the documentation, including architectural drawings, necessary for Aeneas Communications to obtain the zoning, permits and/or other licenses. BellSouth shall pass on to Aeneas Communications the costs of providing the documentation. The BellSouth Certified Contractor shall bill Aeneas Communications directly for all work performed for Aeneas Communications pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Contractor. Aeneas Communications must provide the local BellSouth building contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access Aeneas Communications's locked enclosure prior to notifying Aeneas Communications.

3.3.1 BellSouth may elect to review Aeneas Communications's plans and specifications prior to allowing construction to start to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days. Aeneas Communications shall be able to design caged enclosures in amounts as small as sufficient to house and maintain a single rack or bay of equipment. If BellSouth reviews Aeneas Communications's plans and specifications prior to construction, then BellSouth will have the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications. If BellSouth elects not to review Aeneas Communications's plans and specifications prior to construction, Aeneas Communications will be entitled to request BellSouth to review; and in the event Aeneas Communications does not request a BellSouth review, BellSouth shall have the right to inspect the enclosure after construction to make sure it is constructed according to BellSouth's guidelines and specifications. BellSouth may require Aeneas Communications to remove or correct within seven (7) calendar days at Aeneas Communications's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth guidelines and specifications.

3.4 Shared (Subleased) Caged Collocation. Aeneas Communications may allow other telecommunications carriers to share Aeneas Communications's caged collocation arrangement pursuant to terms and conditions agreed to by Aeneas Communications ("Host") and other telecommunications carriers ("Guests") and pursuant to this section, except where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option. Aeneas Communications shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days (in Mississippi, ten (10) business days) of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by Aeneas Communications that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Attachment between BellSouth and Aeneas Communications.

3.4.1 Aeneas Communications, as the host CLEC shall be the sole interface and responsible Party to BellSouth for the assessment and billing of rates and charges contained within this Attachment; and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. BellSouth shall prorate the costs of the collocation space based on the number of collocators and the space used by each. In all states other than Florida, and in addition to the foregoing, Aeneas Communications shall be the responsible party to BellSouth for the purpose of submitting Applications for initial and additional equipment placement of Guest. In the event the Host and Guest jointly submit an initial Application, only one Application Fee will be assessed. A separate initial Guest application shall require the assessment of a Subsequent Application Fee, as set forth in Exhibit A, if this Application is not the initial Application made for the arrangement. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provision of the services and access to unbundled network elements.

3.4.2 Aeneas Communications shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of Aeneas Communications's Guests in the Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.

3.5 Adjacent Collocation. BellSouth will permit adjacent collocation arrangements ("Adjacent Arrangement") on the Premises' property where physical collocation space within the Premises is legitimately exhausted, subject to technical feasibility, where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Premises property and where permitted by zoning and other applicable state and local regulations. The Adjacent Arrangement shall be constructed or procured by Aeneas Communications and in conformance with BellSouth's design and construction specifications. Further, Aeneas Communications shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be negotiated at the time of the request for the Adjacent Arrangement.

3.5.1 Should Aeneas Communications elect such option, Aeneas Communications must arrange with a BellSouth Certified Contractor to construct an Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, Aeneas Communications and Aeneas Communications's BellSouth Certified Contractor must comply with the more stringent local building code requirements. Aeneas Communications's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. Aeneas Communications's BellSouth Certified Contractor shall bill Aeneas Communications directly for all work performed for Aeneas Communications pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Contractor. Aeneas

Communications must provide the local BellSouth building contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access Aeneas Communications's locked enclosure prior to notifying Aeneas Communications.

3.5.2 Aeneas Communications must submit its plans and specifications to BellSouth with its Firm Order. BellSouth may elect to review Aeneas Communications's plans and specifications prior to construction of an Adjacent Arrangement(s) to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days. If BellSouth reviews Aeneas Communications's plans and specifications prior to construction, then BellSouth will have the right to inspect the Adjacent Arrangement after construction to make sure it is constructed according to the submitted plans and specifications. If BellSouth elects not to review Aeneas Communications's plans and specifications prior to construction, Aeneas Communications will be entitled to request BellSouth to review; and in the event Aeneas Communications does not request a BellSouth review, BellSouth shall have the right to inspect the Adjacent Arrangement after construction to make sure it is constructed according to BellSouth's guidelines and specifications. BellSouth may require Aeneas Communications to remove or correct within seven (7) calendar days at Aeneas Communications's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth's guidelines and specifications

3.5.3 Aeneas Communications shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of demarcation. At Aeneas Communications's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. Aeneas Communications's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement.

3.5.4 BellSouth shall allow Shared (Subleased) Caged Collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth in Section 3.4 preceding.

4. Occupancy

4.1 Commencement Date. The "Commencement Date" shall be the day Aeneas Communications's equipment becomes operational as described in Article 4.2, following.

4.2 Occupancy. BellSouth will notify Aeneas Communications in writing that the Collocation Space is ready for occupancy. Aeneas Communications must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for interconnected service until receipt of such notice. For purposes of this paragraph,

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

4.3 Termination of Occupancy. In addition to any other provisions addressing Termination of Occupancy in this Attachment, Termination of Occupancy may occur in the following circumstances:

4.3.1 Aeneas Communications may terminate occupancy in a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy.

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

5. Use of Collocation Space

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

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

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

5.1.2 Aeneas Communications shall not request more DS0, DS1, DS3 and optical terminations for a collocation arrangement than the total port or termination capacity of the transmission equipment physically installed in the arrangement. The total capacity of the transmission equipment collocated in the arrangement will include equipment contained in the application in question as well as equipment already placed in the arrangement. Collocated cross-connect devices are not considered transmission equipment. If full network termination capacity of the transmission equipment being installed is not requested in the application, additional network terminations for the installed equipment will require the submission of another application. In the event that Aeneas Communications submits an application for terminations that exceed the total capacity of the collocated equipment, Aeneas Communications will be informed of the discrepancy and will be required to submit a revision to the application.

5.1.3 Aeneas Communications shall not use the Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Collocation Space or on the grounds of the Premises.

5.1.4 Aeneas Communications shall place a plaque or other identification affixed to Aeneas Communications's equipment necessary to identify Aeneas Communications's equipment, including a list of emergency contacts with telephone numbers.

5.2 Entrance Facilities. Aeneas Communications may elect to place Aeneas Communications-owned or Aeneas Communications-leased fiber entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection in close proximity to the Premises building housing the Collocation Space, such as an entrance manhole or a cable vault which are physically accessible by both Parties. Aeneas Communications will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. Aeneas Communications will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the splice location to Aeneas Communications's equipment in the Collocation Space. In the event Aeneas Communications utilizes a non-metallic, riser-type entrance facility, a splice will not be required. Aeneas Communications must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. Aeneas Communications is responsible for maintenance of the entrance facilities. At Aeneas Communications's option BellSouth will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions. In the case of adjacent collocation, unless BellSouth determines that limited space is available for the entrance facilities, copper facilities may be used between the adjacent collocation arrangement and the central office termination point.

5.2.1 Dual Entrance. BellSouth will provide at least two interconnection points at each Premises where there are at least two such interconnection points available and where capacity exists. Upon receipt of a request for physical collocation under this Attachment, BellSouth shall provide Aeneas Communications with information regarding BellSouth's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose for utilization within 12 months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to Aeneas Communications's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response.

5.2.2 Shared Use. Aeneas Communications may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to another Aeneas Communications collocation arrangement within the same BellSouth Premises. Aeneas Communications must arrange with BellSouth for BellSouth to splice the utilized entrance facility capacity to Aeneas Communications-provided riser cable.

5.3 Demarcation Point. BellSouth will designate the point(s) of demarcation between Aeneas Communications's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame. Aeneas Communications shall be responsible for providing, and a supplier certified by BellSouth ("Aeneas Communications's BellSouth Certified Supplier") shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling pursuant to Section 6.5. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. Aeneas Communications or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.4, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests. At Aeneas Communications's option and expense, a Point of Termination ("POT") bay or frame may be placed in the Collocation Space, but will not serve as the demarcation point. Aeneas Communications must make arrangements with a BellSouth Certified Supplier for such placement.

5.4 Aeneas Communications's Equipment and Facilities. Aeneas Communications, or if required by this Attachment, Aeneas Communications's BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by Aeneas Communications which must be performed in compliance with all applicable BellSouth policies and guidelines. Such equipment and facilities may include but are not limited to cable(s); equipment; and point of termination connections. Aeneas Communications and its selected BellSouth Certified Supplier must follow and comply

with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.

5.5 BellSouth's Access to Collocation Space. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give notice to Aeneas Communications at least 48 hours before access to the Collocation Space is required. Aeneas Communications may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that Aeneas Communications will not bear any of the expense associated with this work.

5.6 Access. Pursuant to Section 11, Aeneas Communications shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. Aeneas Communications agrees to provide the name and social security number or date of birth or driver's license number of each employee, contractor, or agents of Aeneas Communications or Aeneas Communications's Guests provided with access keys or devices ("Access Keys") prior to the issuance of said Access Keys. Key acknowledgement forms must be signed by Aeneas Communications and returned to BellSouth Access Management within 15 calendar days of Aeneas Communications's receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgements are current. Access Keys shall not be duplicated under any circumstances. Aeneas Communications agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of Aeneas Communications employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with Aeneas Communications or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement.

5.6.1 Lost or Stolen Access Keys. Aeneas Communications shall notify BellSouth in writing within 24 hours of becoming aware in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key buildings or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), Aeneas Communications shall pay for all reasonable costs associated with the re-keying or deactivating the card.

5.7 Interference or Impairment. Notwithstanding any other provisions of this Attachment, Aeneas Communications shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of Aeneas Communications violates the provisions of

this paragraph, BellSouth shall give written notice to Aeneas Communications, which notice shall direct Aeneas Communications to cure the violation within forty-eight (48) hours of Aeneas Communications's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.

5.7.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if Aeneas Communications fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to Aeneas Communications's equipment. BellSouth will endeavor, but is not required, to provide notice to Aeneas Communications prior to taking such action and shall have no liability to Aeneas Communications for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

5.7.2 For purposes of this Section 5.7, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and Aeneas Communications fails to take curative action within 48 hours then BellSouth will establish before the relevant Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to Aeneas Communications or, if subsequently necessary, the relevant Commission, must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, Aeneas Communications shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.

5.8 Personalty and its Removal. Facilities and equipment placed by Aeneas Communications 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 Aeneas Communications at any time. Any damage caused to the Collocation Space by Aeneas Communications's employees, agents or representatives during the removal of such property shall be promptly repaired by Aeneas Communications at its expense.

5.9 Alterations. In no case shall Aeneas Communications or any person acting on behalf of Aeneas Communications make any rearrangement, modification, improvement, addition, repair, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the BellSouth Premises without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by Aeneas Communications. Any material rearrangement, modification, improvement, addition, repair, or other alteration shall require a Subsequent Application and Subsequent Application Fee, pursuant to sub-section 6.2.2.

5.10 Janitorial Service. Aeneas Communications shall be responsible for the general upkeep of the Collocation Space. Aeneas Communications shall arrange directly with a BellSouth Certified Contractor for janitorial services applicable to Caged Collocation Space. BellSouth shall provide a list of such contractors on a site-specific basis upon request.

6. Ordering and Preparation of Collocation Space

6.1 Should any state or federal regulatory agency impose procedures or intervals applicable to Aeneas Communications that are different from procedures or intervals set forth in this section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof.

6.2 Application for Space. Aeneas Communications shall submit an application document when Aeneas Communications or Aeneas Communications's Guest(s), as defined in Section 3.4, desires to request or modify the use of the Collocation Space.

6.2.1 Initial Application. For Aeneas Communications or Aeneas Communications's Guest(s) initial equipment placement, Aeneas Communications shall submit to BellSouth a Physical Expanded Interconnection Application Document ("Application"). The Application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. The Bona Fide Application shall contain a detailed description and schematic drawing of the equipment to be placed in Aeneas Communications's Collocation Space(s) and an estimate of the amount of square footage required.

6.2.2 Subsequent Application. In the event Aeneas Communications or Aeneas Communications's Guest(s) desires to modify the use of the Collocation Space ("Augmentation"), Aeneas Communications shall complete an Application detailing all information regarding the modification to the Collocation Space ("Subsequent Application"). The minimum Subsequent Application Fee shall be considered a partial payment of the applicable Subsequent Application Fee which shall be calculated as set forth below. BellSouth shall determine what modifications, if any, to the Premises are

required to accommodate the change requested by Aeneas Communications in the Application. Such necessary modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc. The fee paid by Aeneas Communications for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. Where the Subsequent Application does not require assessment for provisioning or construction work by BellSouth, no Subsequent Application Fee will be required and the pre-paid fee shall be refunded to Aeneas Communications. The fee for an Application where the modification requested has limited effect (e.g., does not require assessment related to capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit A. If the modification requires capital expenditure assessment, a full Application Fee shall apply. In the event such modifications require the assessment of a full Application Fee as set forth in Exhibit A, the outstanding balance shall be due by Aeneas Communications within 30 calendar days following Aeneas Communications's receipt of a bill or invoice from BellSouth. The Subsequent Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Application are completed with the appropriate type of information.

6.3 Application Response. In Alabama, North Carolina, and Tennessee, in addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. Sufficient detail will be provided to permit Aeneas Communications a reasonable opportunity to correct each deficiency. Aeneas Communications must correct any deficiencies in its Application and resubmit a Bona Fide Application within ten (10) calendar days of being notified of the deficiencies in the original Application. If Aeneas Communications fails to resubmit its Application as Bona Fide within this ten (10) day period, Aeneas Communications will lose its place in the collocation queue. When space has been determined to be available, BellSouth will provide a written response ("Application Response"), which will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7.

6.3.1 Application Response. Except as otherwise provided, for all States that have ordered provisioning intervals but not application response intervals, the following will apply. In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7. When multiple applications are submitted in a state within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30)

calendar days for Bona Fide Applications 1-5; within thirty-six (36) calendar days for Bona Fide Applications 6-10; within forty-two (42) calendar days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.

6.3.2 Application Response (Florida). Within fifteen (15) calendar days of receipt of a Bona Fide Application, BellSouth will respond as to whether space is available or not available within a particular Premises. Additionally, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide a written response ("Application Response") including sufficient information to enable Aeneas Communications to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7. When Aeneas Communications submits ten (10) or more Applications within ten (10) calendar days, the initial fifteen (15) day response period will increase by ten (10) days for every additional ten (10) Applications or fraction thereof.

6.3.3 Application Response (Georgia) In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available for caged or cageless arrangements, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7.

6.3.4 Application Response (Kentucky) In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7. When multiple applications are submitted in a state within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide Applications 1-5; within thirty-six (36) calendar days for Bona Fide Applications 6-10; within forty-two (42) calendar days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.

6.3.5 Application Response (Louisiana). In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. BellSouth will respond as to whether space is available or not available within a particular Premises in accordance with Section 2. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7. BellSouth will respond with a full Application Response within 30 calendar days for one to ten Applications; 35 calendar days for eleven to twenty Applications; and for requests of more than twenty Application it is increased by five calendar days for every five Applications received within five business days.

6.3.6 Application Response (Mississippi). In addition to the notice of space availability pursuant to Section 2. BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a written response ("Application Response") within thirty (30) business days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7. When multiple applications are submitted in a state within a fifteen (15) business day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) business days for Bona Fide Applications 1-5; within thirty-six (36) business days for Bona Fide Applications 6-10; within forty-two (42) business days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.

6.4 Application Modifications. In Alabama, North Carolina, and Tennessee, if a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of Aeneas Communications or necessitated by technical considerations, said Application shall be considered a new Application and shall be handled as a new Application for purposes of the provisioning interval and BellSouth shall charge Aeneas Communications a Subsequent Application Fee. Major changes such as requesting additional space or adding equipment may require Aeneas Communications to submit the Application with an Application Fee.

6.4.1 Application Modifications. For all States that have ordered provisioning intervals but not application response intervals, and except as otherwise specified, the following will apply: If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of Aeneas

Communications or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) calendar days after BellSouth receives such revised application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate Aeneas Communications's Bona Fide Application as a result of changes requested by Aeneas Communications to Aeneas Communications's original application, then BellSouth will charge Aeneas Communications a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require Aeneas Communications to resubmit the Application with an Application Fee.

6.4.2 Application Modifications (Florida). If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of Aeneas Communications or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within fifteen (15) calendar days after BellSouth receives such revised Application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate Aeneas Communications's Bona Fide Application as a result of changes requested by Aeneas Communications to Aeneas Communications's original Application, then BellSouth will charge Aeneas Communications a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require Aeneas Communications to resubmit the Application with an Application Fee.

6.4.3 Application Modifications (Kentucky & Georgia). If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of Aeneas Communications or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) calendar days after BellSouth receives such revised Application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate Aeneas Communications's Bona Fide Application as a result of changes requested by Aeneas Communications to CLEC's original Application, then BellSouth will charge Aeneas Communications a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require Aeneas Communications to resubmit the Application with an Application Fee.

6.4.4 Application Modifications (Mississippi). If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of Aeneas Communications or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) business days after BellSouth receives such revised Application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate Aeneas Communications's Bona Fide Application

as a result of changes requested by Aeneas Communications to CLEC's original Application, then BellSouth will charge Aeneas Communications a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require Aeneas Communications to resubmit the Application with an Application Fee.

6.4.5 Application Modifications (Louisiana). If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of Aeneas Communications or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) calendar days after BellSouth receives such revised application or at such other date as the Parties agree. BellSouth will respond to such modifications or revisions within 30 calendar days for one to ten revised Applications; 35 calendar days for eleven to twenty revised Applications; and for requests of more than twenty revised Applications it is increased by five calendar days for every five revised Applications received within five business days. If, at any time, BellSouth needs to reevaluate Aeneas Communications's Bona Fide Application as a result of changes requested by Aeneas Communications to CLEC's original application, then BellSouth will charge Aeneas Communications a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require Aeneas Communications to resubmit the application with an Application Fee.

6.5 Bona Fide Firm Order. In Alabama, North Carolina, and Tennessee, Aeneas Communications shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when Aeneas Communications has completed the Application/Inquiry process described in Section 6.2, preceding, and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than seven (7) calendar days after BellSouth's Application Response to Aeneas Communications's Bona Fide Application, unless BellSouth provides an Application Response on or before the ten-day response interval set forth in section 2.1, in which case Aeneas Communications must submit its Bona Fide Firm Order to BellSouth within seventeen (17) calendar days of BellSouth's receipt of the Bona Fide Application. If Aeneas Communications fails to submit its Bona Fide Firm Order to BellSouth within the time frames set forth above, the provisioning intervals set forth in section 6.6 shall apply from the date of receipt of the Bona Fide Firm Order and not from the date of the Bona Fide Application. If Aeneas Communications fails to submit a Bona Fide Firm Order within fifteen (15) days of receipt of An Application Response, the Application will expire.

6.5.1 Bona Fide Firm Order. Except as otherwise provided, in all States that have ordered provisioning intervals but not addressed Firm Order intervals, the following shall

apply. Aeneas Communications shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when Aeneas Communications has completed the Application/Inquiry process described in Section 6.2, preceding and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to Aeneas Communications's Bona Fide Application or the Application will expire.

6.5.2 Bona Fide Firm Order (Kentucky & Mississippi). Aeneas Communications shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when Aeneas Communications has completed the Application/Inquiry process described in Section 6.2, preceding and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days (in Mississippi 30 business days) after BellSouth's Application Response to Aeneas Communications's Bona Fide Application or the Application will expire.

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

6.5.4 BellSouth will permit one accompanied site visit to Aeneas Communications's designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to Aeneas Communications.

6.5.5 Aeneas Communications must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Premises a minimum of 30 calendar days prior to the date Aeneas Communications desires access to the Collocation Space. Aeneas Communications may submit such a request at any time subsequent to BellSouth's receipt of the Bona Fide Firm Order. In the event Aeneas Communications desires access to the Collocation Space after submitting such a request but prior to access being approved, BellSouth shall permit Aeneas Communications to access the Collocation Space, accompanied by a security escort at Aeneas Communications's expense. Aeneas Communications must request escorted access at least three (3) business days prior to the date such access is desired.

6.6

6.6.1 Construction and Provisioning Interval. In Alabama, North Carolina, and Tennessee, BellSouth will complete construction for collocation arrangements within a maximum of 90 calendar days from receipt of an Application or as agreed to by the Parties. Under extraordinary conditions, BellSouth may elect to renegotiate an alternative provisioning interval with Aeneas Communications or seek a waiver from this interval from the Commission. Examples of extraordinary conditions include, but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length.

6.6.2 Construction and Provisioning Interval (Florida). BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of 90 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. For changes to collocation space after initial space completion, BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of 45 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and Aeneas Communications cannot agree upon a completion date, within 45 calendar days of receipt of the Bona Fide Firm Order for an initial request, and within 30 calendar days for Augmentations, BellSouth may seek an extension from the Florida PSC.

6.6.3 Construction and Provisioning Interval (Georgia). BellSouth will use best efforts to complete construction for caged collocation arrangements under ordinary conditions as soon as possible and within a maximum of 90 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. BellSouth will use best efforts to complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of 60 calendar days from receipt of a Bona Fide Firm Order and 90 calendar days for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. BellSouth may elect to renegotiate an alternative provisioning interval with Aeneas Communications or seek a waiver from this interval from the Commission.

6.6.4 Construction and Provisioning Interval (Louisiana). BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 120 calendar days from receipt of a Bona Fide Firm

Order for an initial request, and within 60 calendar days for an Augmentation, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within 180 calendar days of the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. BellSouth may elect to renegotiate an alternative provisioning interval with Aeneas Communications or seek a waiver from this interval from the Commission.

6.6.5 Construction and Provisioning Interval (Mississippi). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 120 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within 180 calendar days of the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. BellSouth may elect to renegotiate an alternative provisioning interval with Aeneas Communications or seek a waiver from this interval from the Commission.

6.6.6 Construction and Provisioning Interval (Kentucky). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 90 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction of all other Collocation Space ("extraordinary conditions") within 130 calendar days of the receipt of a Bona Fide Firm Order. Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. BellSouth may elect to

renegotiate an alternative provisioning interval with Aeneas Communications or seek a waiver from this interval from the Commission.

6.6.7 Construction and Provisioning Interval (South Carolina). BellSouth will complete the construction and provisioning activities for cageless and caged collocation arrangements as soon as possible, but no later than 90 calendar days from receipt of a bona fide firm order. BellSouth may elect to renegotiate an alternative provisioning interval with Aeneas Communications or seek a waiver from this interval from the Commission.

6.7 Joint Planning. Joint planning between BellSouth and Aeneas Communications will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a Bona Fide Firm Order. BellSouth will provide the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide Application and affirmed in the Bona Fide Firm Order. The Collocation Space completion time period will be provided to Aeneas Communications during joint planning.

6.8 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.

6.9 Acceptance Walk Through. Aeneas Communications will contact BellSouth within seven (7) days of collocation space being ready to schedule an acceptance walk through of each Collocation Space requested from BellSouth by Aeneas Communications. BellSouth will correct any deviations to Aeneas Communications's original or jointly amended requirements within seven (7) calendar days after the walk through, unless the Parties jointly agree upon a different time frame.

6.10 Use of BellSouth Certified Supplier. Aeneas Communications shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. Aeneas Communications and Aeneas Communications's BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, Aeneas Communications must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide Aeneas Communications with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing Aeneas Communications's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and Aeneas Communications upon successful completion of installation, etc. The BellSouth Certified Supplier shall bill Aeneas Communications directly for all work performed for Aeneas Communications pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Supplier. BellSouth shall consider certifying Aeneas Communications or any supplier proposed

by Aeneas Communications. All work performed by or for Aeneas Communications shall conform to generally accepted industry guidelines and standards.

6.11 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth equipment and facilities. Aeneas Communications shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service Aeneas Communications's Collocation Space. Upon request, BellSouth will provide Aeneas Communications with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by Aeneas Communications. Both Parties shall use best efforts to notify the other of any verified environmental hazard known to that Party.

6.12 Basic Telephone Service. Upon request of Aeneas Communications, BellSouth will provide basic telephone service to the Collocation Space under the rates, terms and conditions of the current tariff offering for the service requested.

6.13 Virtual to Physical Collocation Relocation. In the event physical Collocation Space was previously denied at a location due to technical reasons or space limitations, and that physical Collocation Space has subsequently become available, Aeneas Communications may relocate its virtual collocation arrangements to physical collocation arrangements and pay the appropriate non-recurring fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by Aeneas Communications, such information will be provided to Aeneas Communications in BellSouth's written denial of physical collocation. To the extent that (i) physical Collocation Space becomes available to Aeneas Communications within 180 calendar days of BellSouth's written denial of Aeneas Communications's request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) Aeneas Communications was not informed in the written denial that physical Collocation Space would become available within such 180 calendar days, then Aeneas Communications may transition its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. Aeneas Communications must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Collocation Space to its physical Collocation Space and will bear the cost of such relocation.

6.14 Cancellation. If, at anytime prior to space acceptance, Aeneas Communications cancels its order for the Collocation Space(s), Aeneas Communications will reimburse BellSouth in the following manner: BellSouth will ascertain how far preparation work has progressed. Aeneas Communications will be billed the applicable non recurring rate for any and all work processes for which work has begun.

6.15 Licenses. Aeneas Communications, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Collocation Space.

6.16 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit B attached hereto.

7. Rates and Charges

7.1 BellSouth shall assess an Application Fee via a service order which shall be issued at the time BellSouth responds that space is available pursuant to section 2.1. Payment of said Application Fee will be due as dictated by Aeneas Communications's current billing cycle and is non-refundable.

7.2 Space Preparation. Space preparation fees consist of a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot, and Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation. Aeneas Communications shall remit payment of the nonrecurring Firm Order Processing Fee coincident with submission of a Bona Fide Firm Order. The recurring charges for space preparation apply beginning on the date on which BellSouth releases the Collocation Space for occupancy or on the date Aeneas Communications first occupies the Collocation Space, whichever is sooner. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event Aeneas Communications opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to Aeneas Communications as prescribed in Section 7.7.

7.3 Space Preparation Fee in Florida. Space preparation fees include a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot, and Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation. Aeneas Communications shall remit payment of the nonrecurring Firm Order Processing Fee coincident with submission of a Bona Fide Firm Order. The recurring charges for space preparation apply beginning on the date on which BellSouth releases the Collocation Space for occupancy or on the date Aeneas Communications first occupies the Collocation Space, whichever is sooner. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event Aeneas Communications opts for cageless space, space preparation fees will be assessed based on the total floor space dedicated to Aeneas Communications as prescribed in Section 7.7

7.4 Space Preparation Fee in Georgia. In Georgia, the Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers a portion of costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, power, building and support systems. This is a set fee of $100 per square foot as established by the Georgia Public Service Commission Order in Docket No. 7061-U. In the event Aeneas Communications opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to Aeneas Communications as prescribed in Section 7.7.

7.5 Space Preparation Fee in North Carolina. In North Carolina, space preparation fees consist of monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot; Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation; and Power, assessed per the nominal –48V DC ampere requirements specified by Aeneas Communications on the Bona Fide Application. The space preparation charges apply beginning on the date on which BellSouth releases the Collocation Space for occupancy or on the date Aeneas Communications first occupies the Collocation Space, whichever is sooner. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event Aeneas Communications opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to Aeneas Communications as described in Section 7.7.

7.6 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed.

7.7 Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the Premises but does not recover any power-related costs incurred by BellSouth. When the Collocation Space is enclosed, Aeneas Communications shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, Aeneas Communications shall pay floor space charges based upon the following floor space calculation: [(depth of the equipment lineup in which the rack is placed) + (0.5 x maintenance aisle depth) + (0.5 x wiring aisle depth)] X (width of rack and spacers). For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event Aeneas Communications's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, Aeneas Communications shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement. Floor space charges are due beginning with the date on which BellSouth releases the Collocation Space for occupancy or on the date Aeneas Communications first occupies the Collocation Space, whichever is sooner.

7.8 Power. BellSouth shall make available –48 Volt (-48V) DC power for Aeneas Communications's Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay ("BDFB") at Aeneas Communications's option within the Premises.

7.8.1 Recurring charges for -48V DC power will be assessed per ampere per month based upon the BellSouth Certified Supplier engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable rack to Aeneas Communications's equipment or space enclosure. When obtaining power from a BDFB, fuses and power cables (A&B) must be engineered (sized), and installed by Aeneas Communications's BellSouth Certified Supplier. When obtaining power from a BellSouth power board, power cables (A&B) must be engineered (sized), and installed by Aeneas Communications's BellSouth Certified power Supplier. Aeneas Communications is responsible for contracting with a BellSouth Certified Supplier for power distribution feeder cable runs from a BellSouth BDFB or power board to Aeneas Communications's equipment. Determination of the BellSouth BDFB or BellSouth power board as the power source will be made at BellSouth's sole, but reasonable, discretion. The BellSouth Certified Supplier contracted by Aeneas Communications must provide BellSouth a copy of the engineering power specification prior to the day on which Aeneas Communications's equipment becomes operational ("Commencement Date"). BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB or power board and Aeneas Communications's arrangement area. Aeneas Communications shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within Aeneas Communications's arrangement; power cable feeds; terminations of cable. Any terminations at a BellSouth power board must be performed by a BellSouth Certified power Supplier. Aeneas Communications shall comply with all applicable National Electric Code (NEC), BellSouth TR73503, Telcordia (BellCore) and ANSI Standards regarding power cabling.

7.8.2 If BellSouth has not previously invested in power plant capacity for collocation at a specific site, Aeneas Communications has the option to add its own dedicated power plant; provided, however, that such work shall be performed by a BellSouth Certified Supplier who shall comply with BellSouth's guidelines and specifications. Where the addition of Aeneas Communications's dedicated power plant results in construction of a new power plant room, upon termination of Aeneas Communications's right to occupy collocation space at such site, Aeneas Communications shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact.

7.8.3 If Aeneas Communications elects to install its own DC Power Plant, BellSouth shall provide AC power to feed Aeneas Communications's DC Power Plant. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and

installed by Aeneas Communications's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. Aeneas Communications's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the Commencement Date. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit A. AC power voltage and phase ratings shall be determined on a per location basis. At Aeneas Communications's option, Aeneas Communications may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.

7.9 Security Escort. A security escort will be required whenever Aeneas Communications or its approved agent desires access to the entrance manhole or must have access to the Premises after the one accompanied site visit allowed pursuant to Section 6.6.2 prior to completing BellSouth's Security Training requirements and/or prior to Space Acceptance. Rates for a security escort are assessed according to the schedule appended hereto as Exhibit A beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and Aeneas Communications shall pay for such half-hour charges in the event Aeneas Communications fails to show up.

7.10 Cable Record charges. These charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

7.11 Rate "True-Up". The Parties agree that the prices reflected as interim herein shall be "trued-up" (up or down) based on final prices either determined by further agreement or by an effective order, in a proceeding involving BellSouth before the regulatory authority for the state in which the services are being performed or any other body having jurisdiction over this Agreement (hereinafter "Commission"). Under the "true-up" process, the interim price for each service shall be multiplied by the volume of that service purchased to arrive at the total interim amount paid for that service ("Total Interim Price"). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, Aeneas Communications shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to Aeneas Communications. Each Party shall keep its own records upon which a "true-up" can be based and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such "true-up," the Parties agree that the Commission shall be called upon to resolve such differences.

7.12 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party. Payment of all other charges under this Attachment shall be due as dictated by Aeneas

Communications's current billing cycle. Aeneas Communications will pay a late payment charge as specified in the current State Tariff.

8. Insurance

8.1 Aeneas Communications shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section 8 and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a Best's Insurance Rating of A-.

8.2 Aeneas Communications shall maintain the following specific coverage:

8.2.1 Commercial General Liability coverage in the amount of ten million dollars ($10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars ($10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.

8.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars ($100,000.00) each accident, one hundred thousand dollars ($100,000.00) each employee by disease, and five hundred thousand dollars ($500,000.00) policy limit by disease.

8.2.3 All Risk Property coverage on a full replacement cost basis insuring all of Aeneas Communications's real and personal property situated on or within BellSouth's Central Office location(s).

8.2.4 Aeneas Communications may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.

8.3 The limits set forth in Section 8.2 above may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days notice to Aeneas Communications to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

8.4 All policies purchased by Aeneas Communications shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Premises and shall remain in effect for the term of this Attachment or until all Aeneas Communications's property has been removed from BellSouth's Premises, whichever period is longer. If Aeneas Communications fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Aeneas Communications.

8.5 Aeneas Communications shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. Aeneas Communications shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from Aeneas Communications's insurance company. Aeneas Communications shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
17H53 BellSouth Center
675 W. Peachtree Street
Atlanta, Georgia 30375

8.6 Aeneas Communications must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.

8.7 Self-Insurance. If Aeneas Communications's net worth exceeds five hundred million dollars ($500,000,000), Aeneas Communications may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 8.2.1 and 8.2.2. Aeneas Communications shall provide audited financial statements to BellSouth thirty (30) days prior to the commencement of any work in the Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to Aeneas Communications in the event that self-insurance status is not granted to Aeneas Communications. If BellSouth approves Aeneas Communications for self-insurance, Aeneas Communications shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of Aeneas Communications's corporate officers. The ability to self-insure shall continue so long as the Aeneas Communications meets all of the requirements of this Section. If the Aeneas Communications subsequently no longer satisfies this Section, Aeneas Communications is required to purchase insurance as indicated by Sections 8.2.1 and 8.2.2.

8.8 The net worth requirements set forth in Section 8.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days' notice to Aeneas Communications to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

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

9. Mechanics Liens

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

10. Inspections

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

11. Security and Safety Requirements

11.1 The security and safety requirements set forth in this section are as stringent as the security requirements BellSouth maintains at its own premises either for their own employees or for authorized contractors. Only BellSouth employees, BellSouth Certified Contractors and authorized employees, authorized Guests, pursuant to Section 3.4, preceeding, or authorized agents of Aeneas Communications will be permitted in the BellSouth Premises. Aeneas Communications shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the Aeneas Communications name. BellSouth reserves the right to remove from its premises any employee of Aeneas Communications not possessing identification issued by Aeneas Communications or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. Aeneas Communications shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. Aeneas Communications shall be solely responsible for

ensuring that any Guest of Aeneas Communications is in compliance with all subsections of this Section 11.

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

11.1.2 Aeneas Communications will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.

11.1.3 Aeneas Communications shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. Aeneas Communications shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any Aeneas Communications personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that Aeneas Communications chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, Aeneas Communications may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).

11.1.4 Aeneas Communications shall not knowingly assign to the BellSouth Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.

11.1.5 Aeneas Communications shall not knowingly assign to the BellSouth Premises any individual who was a former contractor of BellSouth and whose access to a BellSouth Premises was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.

11.1.6 For each Aeneas Communications employee requiring access to a BellSouth Premises pursuant to this Attachment, Aeneas Communications shall furnish BellSouth, prior to

an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, Aeneas Communications will disclose the nature of the convictions to BellSouth at that time. In the alternative, Aeneas Communications may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.

11.1.7 At BellSouth's request, Aeneas Communications shall promptly remove from BellSouth's Premises any employee of Aeneas Communications BellSouth does not wish to grant access to its premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation in the event that an employee of Aeneas Communications is found interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.

11.2 Notification to BellSouth. BellSouth reserves the right to interview Aeneas Communications's employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide reasonable notice to Aeneas Communications's Security contact of such interview. Aeneas Communications and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Aeneas Communications's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill Aeneas Communications for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that Aeneas Communications's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill Aeneas Communications for BellSouth property which is stolen or damaged where an investigation determines the culpability of Aeneas Communications's employees, agents, or contractors and where Aeneas Communications agrees, in good faith, with the results of such investigation. Aeneas Communications shall notify BellSouth in writing immediately in the event that the CLEC discovers one of its employees already working on the BellSouth premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth Premises, any employee found to have violated the security and safety requirements of this section. Aeneas Communications shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

11.3 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.

11.4 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.

11.5 Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

12. Destruction of Collocation Space

12.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for Aeneas Communications's permitted use hereunder, then either Party may elect within ten (10) business days after such damage, to terminate occupancy of the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for Aeneas Communications's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to Aeneas Communications, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. Aeneas Communications may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a BellSouth Certified Contractor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If Aeneas Communications's acceleration of the project increases the cost of the project, then those additional charges will be incurred by Aeneas Communications. Where allowed and where practical, Aeneas Communications may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, Aeneas Communications shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for Aeneas Communications's permitted use, until such Collocation Space is fully repaired and restored and Aeneas Communications's equipment installed therein (but in no event later than thirty (30) business days after the Collocation Space is fully repaired and restored). Where Aeneas Communications has placed an Adjacent Arrangement pursuant to Section 3.5, Aeneas Communications shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this section, BellSouth will restore the associated services to the Adjacent Arrangement.

13. Eminent Domain

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

14. Nonexclusivity

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

EXHIBIT A: BELLSOUTH/Aeneas Communications RATES – ALABAMA PHYSICAL COLLOCATION

Rates marked with an asterisk (*) are interim and are subject to true-up

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	$3,760.00
PE1CA	Subsequent Application Fee	Per request	NA	$3,134.00 Minimum
	Space Preparation Fees			
PE1SJ	Firm Order Processing*			$1,211.00
PE1SK	Central Office Modifications*	Per sq. ft.	$2.24	
PE1SL	Common Systems Modifications – Cageless*	Per sq. ft.	$3.01	
PE1SM	Common Systems Modifications – Caged*	Per cage	$102.16	
	Space Enclosure (100 sq. ft. minimum)			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$178.65	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$17.52	NA
PE1PJ	Floor Space	Per sq. ft.	$3.68	NA
PE1BD	Cable Installation	Per cable	NA	$1,751.00
PE1PM	Cable Support Structure	Per entrance cable	$19.67	NA
	Power			
PE1PL	-48V DC Power*	Per amp	$9.00	NA
PE1FB	120V AC Power single phase*	Per breaker amp	$5.63	-
PE1FD	240V AC Power single phase*	Per breaker amp	$11.26	-
PE1FE	120V AC Power three phase*	Per breaker amp	$16.89	-
PE1FG	277 AC Power three phase*	Per breaker amp	$38.99	-
	Cross Connects	Per cross connect		First/Add'l
PE1P2	2-wire		$.31	$33.68/$31.79
PE1P4	4-wire		$.62	$33.63/$31.67
PE1P1	DS-1		$1.28	$52.93/$39.87
PE1P3	DS-3		$16.27	$51.99/$38.59
PE1F2	2-fiber		$3.23	$52.00/$38.60
PE1F4	4-fiber		$5.73	$64.54/$51.14

ALABAMA (continued)				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
PE1AX	Security Access System Security System*	Per central office	$52.27	
PE1A1	New Access Card Activation*	Per card	$.059	$55.57
PE1AA	Administrative change, existing card*	Per card		$15.58
PE1AR	Replace lost or stolen card*	Per card		$45.56
PE1AK	Initial Key	Per key	NA	$26.19
PE1AL	Replace lost or stolen key	Per key	NA	$26.19
PE1SR	Space Availability Report*	Per premises requested		$2,150.00
	POT Bay Arrangements *Prior to 6/1/99*	Per cross connect		
PE1PE	2-Wire Cross-Connect		$0.08	NA
PE1PF	4-Wire Cross-Connect		$0.17	NA
PE1PG	DS1 Cross-Connect		$0.69	NA
PE1PH	DS3 Cross-Connect		$4.74	NA
PE1B2	2-Fiber Cross-Connect		$32.02	NA
PE1B4	4-Fiber Cross-Connect		$40.48	NA
	Cable Records[1]			**Note 2** Initial/Subsequent
PE1CR	Cable Records	Per request	NA	$1708/$1166
PE1CD	VG/DS0 Cable	Per cable record	NA	$923.51/$923.51
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	$18.02/$18.02
PE1C1	DS1	Per T1TIE	NA	$8.44/$8.44
PE1C3	DS3	Per T3TIE	NA	$29.53/$29.53
PE1CB	Fiber Cable	Per cable record	NA	$278.95/$278.95

ALABAMA (continued)				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
	Security Escort	Per half hr/add'l half hr		
PE1BT	Basic Time		NA	$33.85/$21.45
PE1OT	Overtime		NA	$44.09/$27.71
PE1PT	Premium Time		NA	$54.33/$33.96

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

Note1: Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

EXHIBIT A: BELLSOUTH/Aeneas Communications RATES – FLORIDA PHYSICAL COLLOCATION

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request		$3,791.00
PE1CA	Subsequent Application Fee	Per request	NA	$3,160.00
	Space Preparation Fees			
PE1SJ	Firm Order Processing			$1,211.00
PE1SK	Central Office Modifications	Per sq. ft.	$2.58	
PE1SL	Common Systems Modifications – Cageless	Per sq. ft.	$2.96	
PE1SM	Common Systems Modifications – Caged	Per cage	$100.66	
	Space Enclosure (100 sq. ft. minimum)			
PE1BW	Wire Cage	Per first 100 sq. ft.	$205.93	NA
PE1CW	Wire Cage	Per add'l 50 sq. ft.	$20.20	NA
PE1PJ	Floor Space	Per sq. ft.	$6.57	NA
PE1BD	Cable Installation	Per cable		$1,826.00
PE1PM	Cable Support Structure		$21.66	NA
	Power			
PE1PL	-48V DC Power	Per amp	$8.86	NA
PE1FB	120V AC Power single phase	Per breaker amp	$5.62	-
PE1FD	240V AC Power single phase	Per breaker amp	$11.26	-
PE1FE	120V AC Power three phase	Per breaker amp	$16.88	-
PE1FG	277 AC Power three phase	Per breaker amp	$38.98	-
	Cross Connects			First/Add'l
	2-wire	Per cross connect	$.074	$34.53/$32.51
	4-wire	Per cross connect	$.148	$34.54/$32.53
	DS1	Per cross connect	$1.29	$54.15/$40.94
	DS3	Per cross connect	$17.48	$53.28/$39.65
	2-fiber	Per cross connect	$2.96	$53.28/$39.66
	4-fiber	Per cross connect	$5.66	$66.08/$52.47

FLORIDA (continued)				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
PE1AX	Security Access System Security System	Per premises	$89.48	
PE1A1	New Access Card Activation	Per card	$.06	$56.03
PE1AA	Administrative change, existing card	Per card		$15.71
PE1AR	Replace lost or stolen card	Per card		$45.93
PE1AK	Initial Key	Per key	NA	$26.41
PE1AL	Replace lost or stolen key	Per key	NA	$26.41
PE1SR	Space Availability Report	Per premises requested		$2,168.00
	POT Bay **(Note 1)**		NA	NA
	Cable Records[2]			**Note 3**
				initial/subsequent
PE1CR	Cable Records	Per request	NA	$1709/$1166
PE1CD	VG/DS0 Cable	Per cable record	NA	$923.86/$923.86
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	$18.03/$18.03
PE1C1	DS1	Per T1TIE	NA	$8.44/$8.44
PE1C3	DS3	Per T3TIE	NA	$29.54/$29.54
PE1CB	Fiber Cable	Per cable record	NA	$279.05/$279.05
	Security Escort	Per ¼ hour		
PE1BQ	Basic Time		NA	$10.89
PE1OQ	Overtime		NA	$13.64
PE1PQ	Premium Time		NA	$16.40

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

(1) **POT Bays**: BellSouth's Florida specific rates were established in the Florida Public Service Commission Docket No. 960833. The Commission did not set permanent rates for POT Bays, given the assumption by the Parties to the Proceeding that they will always provide their own POT Bays. It will be necessary for Aeneas Communications to provide its own POT Bays per BellSouth specifications and provide the necessary information from which BellSouth can inventory.

(2) Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

(3) The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

EXHIBIT A: BELLSOUTH/Aeneas Communications RATES – GEORGIA PHYSICAL COLLOCATION

Rates marked with an asterisk (*) are interim and subject to true-up

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	$3,755.00
PE1CA	Subsequent Application Fee	Per request	NA	$3,130.00 Minimum
PE1BB	Space Preparation Fee **(Note 2)**	Per sq. ft.	NA	$100.00
	Space Enclosure (100 sq. ft. minimum)			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$187.36	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$18.38	NA
	Floor Space			
PE1PJ	Zone A	Per sq. ft.	$4.47	NA
PE1PK	Zone B	Per sq. ft.	$4.47	NA
PE1BD	Cable Installation	Per cable	NA	$1,693.00
PE1PM	Cable Support Structure	Per entrance cable	$19.26	NA
	Power			
PE1PL	-48V DC Power	Per amp	$5.00	NA
PE1FB	120V AC Power single phase*	Per breaker amp	$5.52	-
PE1FD	240V AC Power single phase*	Per breaker amp	$11.05	-
PE1FE	120V AC Power three phase*	Per breaker amp	$16.58	-
PE1FG	277 AC Power three phase*	Per breaker amp	$38.27	-
	Cross Connects	Per cross connect		First/Add'l
PE1P2	2-wire		$0.31	$33.76/$31.86
PE1P4	4-wire		$0.61	$33.77/$31.80
PE1P1	DS-1		$1.13	$53.05/$39.99
PE1P3	DS-3		$14.43	$52.14/$38.71
PE1F2	2-fiber		$2.86	$52.14/$38.72
PE1F4	4-fiber		$5.08	$64.74/$51.31

GEORGIA (continued)				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
PE1AX	Security Access System Security System*	Per premises	$40.00	
PE1A1	New Access Card Activation*	Per card	$.058	$55.51
PE1AA	Administrative change, existing card*	Per card		$15.56
PE1AR	Replace lost or stolen card*	Per card		$45.50
PE1AK	Initial Key	Per key	NA	$26.16
PE1AL	Replace lost or stolen key	Per key	NA	$26.16
PE1SR	Space Availability Report*	Per premises requested		$2,148.00
	POT Bay Arrangements *Prior to 6/1/99*	Per cross-connect		
PE1PE	2-Wire Cross-Connect		$0.40	NA
PE1PF	4-Wire Cross-Connect		$1.20	NA
PE1PG	DS1 Cross-Connect		$1.20	NA
PE1PH	DS3 Cross-Connect		$8.00	NA
PE1B2	2 Fiber Cross-Connect		$38.79	NA
PE1B4	4 Fiber Cross-Connect		$52.31	NA
	Cable Records[1]			**Note 2**
				Initial/subsequent
PE1CR	Cable Records	Per request	NA	$1706/$1164
PE1CD	VG/DS0 Cable	Per cable record	NA	$922.38/$922.38
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	$18.00/$18.00
PE1C1	DS1	Per T1TIE	NA	$8.43/$8.43
PE1C3	DS3	Per T3TIE	NA	$29.49/$29.49
PE1CB	Fiber Cable	Per cable record	NA	$278.61/$278.61
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	$33.81/$21.42
PE1OT	Overtime		NA	$44.03/$27.67
PE1PT	Premium Time		NA	$54.26/$33.92

N/A refers to rate elements which do not have a negotiated rate.

Note (1) Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

EXHIBIT A: BELLSOUTH/Aeneas Communications RATES – KENTUCKY PHYSICAL COLLOCATION

Rates marked with an asterisk (*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	$3,761.00
PE1CA	Subsequent Application Fee	Per request	NA	$3,135.00 Minimum
	Space Preparation Fees			
PE1SJ	Firm Order Processing*			$1,202.00
PE1SK	Central Office Modifications*	Per sq. ft.	$2.38	
PE1SL	Common Systems Modifications – Cageless*	Per sq. ft.	$3.30	
PE1SM	Common Systems Modifications – Caged*	Per cage	$112.11	
	Space Enclosure (100 sq. ft. minimum)			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$189.85	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$18.62	NA
PE1PJ	Floor Space	Per sq. ft.	$8.20	NA
PE1BD	Cable Installation	Per cable	NA	$1,755.00
PE1PM	Cable Support Structure	Per entrance cable	$20.14	NA
	Power			
PE1PL	-48V DC Power*	Per amp	$8.77	NA
PE1FB	120V AC Power single phase*	Per breaker amp	$5.58	-
PE1FD	240V AC Power single phase*	Per breaker amp	$11.16	-
PE1FE	120V AC Power three phase*	Per breaker amp	$16.74	-
PE1FG	277 AC Power three phase*	Per breaker amp	$38.65	-
	Cross Connects	Per cross connect		First/Add'l
PE1P2	2-wire		$0.037	$33.67/$31.78
PE1P4	4-wire		$0.075	$33.66/$31.70
PE1P1	DS-1		$1.51	$52.97/$39.90
PE1P3	DS-3		$19.15	$52.04/$38.62
PE1F2	2-fiber		$3.80	$52.04/$38.63
PE1F4	4-fiber		$6.75	$64.59/$51.18

KENTUCKY (continued)				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
PE1AX	Security Access System Security System*	Per premises	$78.11	
PE1A1	New Access Card Activation	Per card	$.059	$55.59
PE1AA	Administrative change, existing card	Per card		$15.59
PE1AR	Replace lost or stolen card	Per card		$45.58
PE1AK	Initial Key	Per key	NA	$26.20
PE1AL	Replace lost or stolen key	Per key	NA	$26.20
PE1SR	Space Availability Report	Per premises requested		$2,151
	POT Bay Arrangements *Prior to 6/1/99*	Per cross-connect		
PE1PE	2-Wire Cross-Connect		$0.06	NA
PE1PF	4-Wire Cross-Connect		$0.15	NA
PE1PG	DS1 Cross-Connect		$0.58	NA
PE1PH	DS3 Cross-Connect		$4.51	NA
PE1B2	2 Fiber Cross-Connect		$38.79	NA
PE1B4	4 Fiber Cross-Connect		$52.31	NA
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	$33.86/$21.46
PE1OT	Overtime		NA	$44.10/$27.72
PE1PT	Premium Time		NA	$54.35/$33.97
	Cable Records[1]			**Note 2**
				Initial/subsequent
PE1CR	Cable Records	Per request	NA	$1709/1166
PE1CD	VG/DS0 Cable	Per cable record	NA	$923.83/$923.83
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	$18.03/$18.03
PE1C1	DS1	Per T1TIE	NA	$8.44/$8.44
PE1C3	DS3	Per T3TIE	NA	$29.54/$29.54
PE1CB	Fiber Cable	Per cable record	NA	$279.05/$279.05

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

Note1: Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

EXHIBIT A: BELLSOUTH/Aeneas Communications RATES – LOUISIANA PHYSICAL COLLOCATION

Rates marked with an asterisk (*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	$3756.00
PE1CA	Subsequent Application Fee	Per request	NA	$3131.00 Minimum
	Space Preparation Fees			
PE1SJ	Firm Order Processing*			$1,200.00
PE1SK	Central Office Modifications*	Per sq. ft.	$2.60	
PE1SL	Common Systems Modifications – Cageless*	Per sq. ft.	$3.15	
PE1SM	Common Systems Modifications – Caged*	Per cage	$105.87	
	Space Enclosure (100 sq. ft. minimum)			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$207.06	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$20.31	NA
PE1PJ	Floor Space	Per sq. ft.	$5.94	NA
PE1BD	Cable Installation	Per cable	NA	$1,753.00
PE1PM	Cable Support Structure	Per entrance cable	$21.16	NA
	Power			
PE1PL	-48V DC Power*	Per amp	$9.20	NA
PE1FB	120V AC Power single phase*	Per breaker amp	$5.66	-
PE1FD	240V AC Power single phase*	Per breaker amp	$11.34	-
PE1FE	120V AC Power three phase*	Per breaker amp	$17.00	-
PE1FG	277 AC Power three phase*	Per breaker amp	$39.26	-
	Cross Connects	Per cross connect		First/Add'l
PE1P2	2-wire		$0.036	$33.61/$31.76
PE1P4	4-wire		$0.073	$33.53/$31.58
PE1P1	DS-1		$1.20	$52.80/$39.76
PE1P3	DS-3		$15.26	$51.86/$38.49

LOUISIANA (continued)				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
	Cross Connects (continued)	Per cross connect		First/Add'l
PE1F2	2-fiber		$3.03	$51.86/$38.49
PE1F4	4-fiber		$5.38	$64.36/$50.99
PE1AX	Security Access System Security System*	Per premises	$60.60	
PE1A1	New Access Card Activation*	Per card	$.060	$55.51
PE1AA	Administrative change, existing card*	Per card		$15.57
PE1AR	Replace lost or stolen card	Per card		$45.51
PE1AK	Initial Key	Per key	NA	$26.16
PE1AL	Replace lost or stolen key	Per key	NA	$26.16
PE1SR	Space Availability Report*	Per premises requested		$2,148
	POT Bay Arrangements *Prior to 6/1/99*	Per cross-connect		
PE1PE	2-Wire Cross-Connect		$0.0776	NA
PE1PF	4-Wire Cross-Connect		$0.1552	NA
PE1PG	DS1 Cross-Connect		$0.6406	NA
PE1PH	DS3 Cross-Connect		$4.75	NA
PE1B2	2 Fiber Cross-Connect		$47.44	NA
PE1B4	4 Fiber Cross-Connect		$63.97	NA
	Cable Records[1]			**Note 2**
				Initial/subsequent
PE1CR	Cable Records	Per request	NA	$1706/$1165
PE1CD	VG/DS0 Cable	Per cable record	NA	$922.51/$922.51
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	$18.00/$18.00
PE1C1	DS1	Per T1TIE	NA	$8.43/$8.43
PE1C3	DS3	Per T3TIE	NA	$29.49/$29.49
PE1CB	Fiber Cable	Per cable record	NA	$278.65/$278.65

LOUISIANA (continued)				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	$33.97/$21.53
PE1OT	Overtime		NA	$44.25/$27.81
PE1PT	Premium Time		NA	$54.53/$34.09

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

Note1: Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

EXHIBIT A: BELLSOUTH/Aeneas Communications RATES – MISSISSIPPI PHYSICAL COLLOCATION

Rates marked with an asterisk (*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	$3,755.00
PE1CA	Subsequent Application Fee	Per request	NA	$3,130.00 Minimum
	Space Preparation Fees			
PE1SJ	Firm Order Processing*			$1,200.00
PE1SK	Central Office Modifications*	Per sq. ft.	$2.61	
PE1SL	Common Systems Modifications – Cageless*	Per sq. ft.	$2.88	
PE1SM	Common Systems Modifications – Caged*	Per cage	$97.85	
	Space Enclosure(100 sq. ft. minimum)			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$208.30	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$20.43	NA
PE1PJ	Floor Space	Per sq. ft.	$6.53	
PE1BD	Cable Installation	Per cable	NA	$1,871.00
PE1PM	Cable Support Structure	Per entrance cable	$19.90	NA
	Power			
PE1PL	-48V DC Power*	Per amp	$8.96	NA
PE1FB	120V AC Power single phase*	Per breaker amp	$5.61	-
PE1FD	240V AC Power single phase*	Per breaker amp	$11.23	-
PE1FE	120V AC Power three phase*	Per breaker amp	$16.84	-
PE1FG	277 AC Power three phase*	Per breaker amp	$38.89	-
	Cross Connects	Per cross connect		First/Add'l
PE1P2	2-wire		$.038	$33.65/$31.77
PE1P4	4-wire		$.076	$33.46/$31.52

MISSISSIPPI (continued)				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
	Cross Connects (continued)	Per cross connect		First/Add'l
PE1P1	DS-1		$1.30	$52.73/$39.70
PE1P3	DS-3		$16.55	$51.78/$38.43
PE1F2	2-fiber		$3.28	$51.78/$38.43
PE1F4	4-fiber		$5.83	$64.27/$50.91
PE1AX	Security Access System Security System*	Per premises	$85.54	
PE1A1	New Access Card Activation*	Per card	$.061	$55.50
PE1AA	Administrative change, existing card*	Per card		$15.56
PE1AR	Replace lost or stolen card	Per card		$45.50
PE1AK	Initial Key	Per key	NA	$26.16
PE1AL	Replace lost or stolen key	Per key	NA	$26.16
PE1SR	Space Availability Report*	Per premises requested		$2,147.00
	POT Bay Arrangements *Prior to 6/1/99*	Per cross-connect		
PE1PE	2-Wire Cross-Connect		$0.1195	NA
PE1PF	4-Wire Cross-Connect		$0.2389	NA
PE1PG	DS1 Cross-Connect		$0.9862	NA
PE1PH	DS3 Cross-Connect		$5.81	NA
PE1B2	2 Fiber Cross-Connect		$38.79	NA
PE1B4	4 Fiber Cross-Connect		$52.31	NA
	Cable Records[1]			**Note 2**
				Initial/subsequent
PE1CR	Cable Records	Per request	NA	$1706/1164
PE1CD	VG/DS0 Cable	Per cable record	NA	$922.28/$922.28
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	$18.00/$18.00
PE1C1	DS1	Per T1TIE	NA	$8.42/$8.42
PE1C3	DS3	Per T3TIE	NA	$29.49/$29.49
PE1CB	Fiber Cable	Per cable record	NA	$278.58/$278.58

MISSISSIPPI (continued)				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	$33.80/$21.42
PE1OT	Overtime		NA	$44.03/$27.67
PE1PT	Premium Time		NA	$54.26/$33.92

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

Note1: Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

EXHIBIT A: BELLSOUTH/Aeneas Communications RATES – NORTH CAROLINA PHYSICAL COLLOCATION

Rates marked with an asterisk (*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee*	Per request	NA	$3,850.00
PE1CA	Subsequent Application Fee	Per request	NA	$3,119.00 Minimum
	Space Preparation Fees			
	Central Office Modification*	Per sq. ft.	$1.57	
	Common Systems Modification – Cageless*	Per sq. ft.	$3.26	
	Common Systems Modification – Caged*	Per cage	$110.79	
	Power*	Per nominal –48v DC Amp	$5.76	
	Space Enclosure (100 sq. ft. minimum)			
PE1BW	Welded Wire-mesh*	Per first 100 sq. ft.	$102.76	NA
PE1CW	Welded Wire-mesh*	Per add'l 50 sq. ft.	$10.44	NA
PE1PJ	Floor Space*	Per sq. ft.	$3.45	NA
PE1BD	Cable Installation*	Per cable	NA	$2,305.00
PE1PM	Cable Support Structure*	Per entrance cable	$21.33	NA
	Power			
PE1PL	-48V DC Power*	Per amp	$6.65	NA
PE1FB	120V AC Power single phase*	Per breaker amp	$5.50	-
PE1FD	240V AC Power single phase*	Per breaker amp	$11.01	-
PE1FE	120V AC Power three phase*	Per breaker amp	$16.51	-
PE1FG	277 AC Power three phase*	Per breaker amp	$38.12	-
	Cross Connects **(Note 1)**	Per cross connect		First/Add'l
PE1P2	2-wire*		$0.32	$41.78/$39.23
PE1P4	4-wire*		$0.64	$41.91/$39.25
PE1P1	DS-1*		$2.34	$71.02/$51.08
PE1P3	DS-3*		$42.84	$69.84/$49.43
PE1F2	2-fiber		$2.94	$51.97/$38.59
PE1F4	4-fiber		$5.62	$64.53/$51.15

NORTH CAROLINA (continued)				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
PE1AX	Security Access System Security System*	Per premises	$41.03	
PE1A1	New Access Card Activation*	Per card	$.062	$55.30
PE1AA	Administrative change, existing card*	Per card		$15.51
PE1AR	Replace lost or stolen card	Per card		$45.34
PE1AK	Initial Key	Per key	NA	$26.18
PE1AL	Replace lost or stolen key	Per key	NA	$26.18
PE1SR	Space Availability Report*	Per premises requested		$2,140.00
	POT Bay Arrangements *Prior to 6/1/99*	Per cross-connect		
PE1PE	2-Wire Cross-Connect		$0.10	NA
PE1PF	4-Wire Cross-Connect		$0.19	NA
PE1PG	DS1 Cross-Connect		$0.79	NA
PE1PH	DS3 Cross-Connect		$4.85	NA
PE1B2	2 Fiber Cross-Connect		$45.30	NA
PE1B4	4 Fiber Cross-Connect		$61.09	NA
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	$42.92/$25.56
PE1OT	Overtime		NA	$54.51/$32.44
PE1PT	Premium Time		NA	$66.10/$39.32
	Cable Records[1]			**Note 2**
				Initial/subsequent
PE1CR	Cable Records	Per request	NA	$1707/$1165
PE1CD	VG/DS0 Cable	Per cable record	NA	$923.08/$923.08
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	$18.02/$18.02
PE1C1	DS1	Per T1TIE	NA	$8.43/$8.43
PE1C3	DS3	Per T3TIE	NA	$29.51/$29.51
PE1CB	Fiber Cable	Per cable record	NA	$278.82/$278.82

EXHIBIT A: BELLSOUTH/Aeneas Communications RATES – NORTH CAROLINA PHYSICAL COLLOCATION (continued)

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

Note1: Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

EXHIBIT A: BELLSOUTH/Aeneas Communications RATES – SOUTH CAROLINA PHYSICAL COLLOCATION

Rates marked with an asterisk (*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	$3768.00
PE1CA	Subsequent Application Fee	Per request	NA	$3,141.00 Minimum
	Space Preparation Fees			
PE1SJ	Firm Order Processing*			$1,204.00
PE1SK	Central Office Modifications*	Per sq. ft.	$2.75	
PE1SL	Common Systems Modifications – Cageless*	Per sq. ft.	$3.24	
PE1SM	Common Systems Modifications – Caged*	Per cage	$110.17	
	Space Enclosure (100 sq. ft. minimum)			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$219.19	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$21.50	NA
PE1PJ	Floor Space	Per sq. ft.	$3.95	NA
PE1BD	Cable Installation	Per cable	NA	$1,621.00
PE1PM	Cable Support Structure	Per entrance cable	$21.33	NA
	Power			
PE1PL	-48V DC Power*	Per amp	$9.19	NA
PE1FB	120V AC Power single phase*	Per breaker amp	$5.67	-
PE1FD	240V AC Power single phase*	Per breaker amp	$11.36	-
PE1FE	120V AC Power three phase*	Per breaker amp	$17.03	-
PE1FG	277 AC Power three phase*	Per breaker amp	$39.33	-
	Cross Connects	Per cross connect		First/Add'l
PE1P2	2-wire		$.034	$33.75/$31.86
PE1P4	4-wire		$.068	$33.71/$31.75
PE1P1	DS-1		$1.12	$53.05/$39.96
PE1P3	DS-3		$14.21	$52.11/$38.68
PE1F2	2-fiber		$2.82	$52.11/$38.69
PE1F4	4-fiber		$5.01	$64.69/$51.26

SOUTH CAROLINA (continued)				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
PE1AX	Security Access System Security System*	Per premises	$74.12	
PE1A1	New Access Card Activation*	Per card	$.060	$55.70
PE1AA	Administrative change, existing card*	Per card		$15.62
PE1AR	Replace lost or stolen card	Per card		$45.66
PE1AK	Initial Key	Per key	NA	$26.25
PE1AL	Replace lost or stolen key	Per key	NA	$26.25
PE1SR	Space Availability Report*	Per premises requested		$2,155.00
	POT Bay Arrangements *Prior to 6/1/99*	Per cross-connect		
PE1PE	2-Wire Cross-Connect		$0.1091	NA
PE1PF	4-Wire Cross-Connect		$0.2181	NA
PE1PG	DS1 Cross-Connect		$0.9004	NA
PE1PH	DS3 Cross-Connect		$5.64	NA
PE1B2	2 Fiber Cross-Connect		$37.36	NA
PE1B4	4 Fiber Cross-Connect		$50.38	NA
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	$33.92/$21.50
PE1OT	Overtime		NA	$44.19/$27.77
PE1PT	Premium Time		NA	$54.45/$34.04
	Cable Records[1]			**Note 2**
				Initial/subsequent
PE1CR	Cable Records	Per request	NA	$1712/$1168
PE1CD	VG/DS0 Cable	Per cable record	NA	$925.57/$925.57
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	$18.06/$18.06
PE1C1	DS1	Per T1TIE	NA	$8.45/$8.45
PE1C3	DS3	Per T3TIE	NA	$29.59/$29.59
PE1CB	Fiber Cable	Per cable record	NA	$279.57/$279.57

EXHIBIT A: BELLSOUTH/Aeneas Communications RATES – SOUTH CAROLINA PHYSICAL COLLOCATION (continued)

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

Note1: Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

EXHIBIT A: BELLSOUTH/Aeneas Communications RATES – TENNESSEE PHYSICAL COLLOCATION

*** Rates are interim and are subject to true-up.**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	$3,767.00
PE1CA	Subsequent Application Fee	Per request	NA	$3,140.00 Minimum
	Space Preparation Fees			
PE1SJ	Firm Order Processing*			$1,204.00
PE1SK	Central Office Modifications*	Per sq. ft.	$2.74	
PE1SL	Common Systems Modifications – Cageless*	Per sq. ft.	$2.95	
PE1SM	Common Systems Modifications – Caged*	Per cage	$100.14	
	Space Enclosure (100 sq. ft. minimum)			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$218.53	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$21.44	NA
PE1PJ	Floor Space	Per sq. ft.	$6.75	NA
PE1BD	Cable Installation	Per cable	NA	$1,757.00
PE1PM	Cable Support Structure	Per entrance cable	$19.80	NA
	Power			
PE1PL	-48V DC Power*	Per amp	$8.87	NA
PE1FB	120V AC Power single phase*	Per breaker amp	$5.60	-
PE1FD	240V AC Power single phase*	Per breaker amp	$11.22	-
PE1FE	120V AC Power three phase*	Per breaker amp	$16.82	-
PE1FG	277 AC Power three phase*	Per breaker amp	$38.84	-
	Cross Connects	Per cross connect		First/Add'l
PE1P2	2-wire		$0.033	$33.82/$31.92
PE1P4	4-wire		$0.066	$33.94/$31.95
PE1P1	DS-1		$1.51	$53.27/$40.16
PE1P3	DS-3		$19.26	$52.37/$38.89
PE1F2	2-fiber		$3.82	$52.37/$38.89
PE1F4	4-fiber		$6.79	$65.03/$51.55

TENNESSEE (continued)				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
PE1AX	Security Access System Security System	Per premises	$55.99	
PE1A1	New Access Card Activation	Per card	$.059	$55.67
PE1AA	Administrative change, existing card	Per card		$15.61
PE1AR	Replace lost or stolen card	Per card		$45.64
PE1AK	Initial Key	Per key	NA	$26.24
PE1AL	Replace lost or stolen key	Per key	NA	$26.24
PE1SR	Space Availability Report*	Per premises requested		$2,154.00
	POT Bay Arrangements *Prior to 6/1/99*	Per cross-connect		
PE1PE	2-Wire Cross-Connect		$0.40	NA
PE1PF	4-Wire Cross-Connect		$1.20	NA
PE1PG	DS1 Cross-Connect		$1.20	NA
PE1PH	DS3 Cross-Connect		$8.00	NA
PE1B2	2 Fiber Cross-Connect		$38.79	NA
PE1B4	4 Fiber Cross-Connect		$52.31	NA
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	$33.91/$21.49
PE1OT	Overtime		NA	$44.17/$27.76
PE1PT	Premium Time		NA	$54.42/$34.02
	Cable Records[1]			**Note 2** Initial/subsequent
PE1CR	Cable Records	Per request	NA	$1711/$1168
PE1CD	VG/DS0 Cable	Per cable record	NA	$925.06/$925.06
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	$18.05/$18.05
PE1C1	DS1	Per T1TIE	NA	$8.45/$8.45
PE1C3	DS3	Per T3TIE	NA	$29.57/$29.57
PE1CB	Fiber Cable	Per cable record	NA	$279.42/$279.42

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

Note1: Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

EXHIBIT B
Page 1 of 4

ENVIRONMENTAL AND SAFETY PRINCIPLES

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

1. GENERAL PRINCIPLES

1.1 Compliance with Applicable Law. BellSouth and Aeneas Communications agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.

1.2 Notice. BellSouth and Aeneas Communications shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each Party is required to provide specific notice for known potential Imminent Danger conditions. Aeneas Communications should contact 1-800-743-6737 for BellSouth MSDS sheets.

1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for Aeneas Communications to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. Aeneas Communications will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by CLEC when operating in the BellSouth Premises.

1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the Aeneas Communications space with proper notification. BellSouth reserves the right to stop any Aeneas Communications work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.

1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by Aeneas Communications are owned by Aeneas Communications. Aeneas Communications will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards

can be created by Aeneas Communications or different hazardous materials used by Aeneas Communications at BellSouth Facility. Aeneas Communications must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.

1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, the Party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by Aeneas Communications to BellSouth.

1.7 Coordinated Environmental Plans and Permits. BellSouth and Aeneas Communications will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and Aeneas Communications will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, Aeneas Communications must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.

1.8 Environmental and Safety Indemnification. BellSouth and Aeneas Communications shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, contractors, or employees concerning its operations at the Facility.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

When performing functions that fall under the following Environmental categories on BellSouth's Premises, Aeneas Communications agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. Aeneas Communications further agrees to cooperate with BellSouth to ensure that Aeneas Communications's employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by Aeneas Communications, its employees, agents and/or subcontractors.

The most current version of reference documentation must be requested from BellSouth.

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

	federal, state and local regulations All Hazardous Material and Waste Asbestos notification and protection of employees and equipment	Procurement • 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 contractor	• Std T&C 450 • Fact Sheet 14050 • BSP 620-145-011PR Issue A, August 1996 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	• GU-BTEN-001BT, Chapter 3

3. DEFINITIONS

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

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

Hazardous Waste. As defined in section 1004 of RCRA.

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

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

4. ACRONYMS

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

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

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

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

Remote Site Physical Collocation

BELLSOUTH

REMOTE SITE PHYSICAL COLLOCATION

1. Scope of Attachment

1.1 Scope of Attachment. The rates, terms, and conditions contained within this Attachment shall only apply when Aeneas Communications is occupying the Remote Collocation Space as a sole occupant or as a Host within a Remote Site Location pursuant to Section 4.

All the negotiated rates, terms and conditions set forth in this Attachment pertain to Remote Site Collocation and the provisioning of Remote Collocation Space.

1.2 Right to occupy. BellSouth shall offer to Aeneas Communications Remote Site Collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission ("FCC"). Subject to the rates, terms, and conditions of this Attachment, BellSouth hereby grants to Aeneas Communications a right to occupy that certain area designated by BellSouth within a BellSouth Remote Site Location, of a size which is specified by Aeneas Communications and agreed to by BellSouth (hereinafter "Remote Collocation Space"). BellSouth Remote Site Locations include cabinets, huts, and controlled environmental vaults owned or leased by BellSouth that house BellSouth Network Facilities. To the extent this Attachment does not include all the necessary rates, terms and conditions for other BellSouth remote locations other than cabinets, huts and controlled environmental vaults, the Parties will negotiate said rates, terms, and conditions at the request for Remote Site collocation at BellSouth remote locations other than those specified above.

1.2.1 In all states other than Florida, the size specified by Aeneas Communications may contemplate a request for space sufficient to accommodate Aeneas Communications's growth within a two year period. Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth above.

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

1.3 Third Party Property. If the Premises, or the property on which it is located, is leased by BellSouth from a Third Party or otherwise controlled by a Third Party, special considerations and intervals may apply in addition to the terms and conditions of this Agreement. Additionally, where BellSouth notifies Aeneas Communications that BellSouth's agreement with a Third Party does not grant BellSouth the ability to provide access and use rights to others, upon Aeneas Communications's request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for Aeneas Communications. Aeneas Communications agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for Aeneas Communications. In cases where a Third Party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated by this Agreement and BellSouth, despite its best efforts, is unable to secure such access and use rights for Aeneas Communications as above, Aeneas Communications shall be responsible for obtaining such permission to access and use such property . BellSouth shall cooperate with Aeneas Communications in obtaining such permission.

1.4 Space Reclamation. In the event of space exhaust within a Remote Site Location, BellSouth may include in its documentation for the Petition for Waiver filing any vacant space in the Remote Site Location. Aeneas Communications will be responsible for any justification of vacant space within its Remote Collocation Space, if such justification is required by the appropriate state commission.

1.5 Use of Space. Aeneas Communications shall use the Remote Collocation Space for the purposes of installing, maintaining and operating Aeneas Communications's equipment (to include testing and monitoring equipment) necessary, for interconnection with BellSouth services and facilities, including access to unbundled network elements, for the provision of telecommunications services. The Remote Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.

1.6 Rates and charges. Aeneas Communications agrees to pay the rates and charges identified in Exhibit A attached hereto.

1.7 Due Dates. If any due date contained in this Attachment falls on a weekend or holiday, then the due date will be the next business day thereafter.

2. Space Notification

2.1 Availability of Space. Upon submission of an Application pursuant to Section 6, BellSouth will permit Aeneas Communications to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Remote Site Location, unless BellSouth has determined that there is no space available due to space limitations or that Remote Site collocation is not practical for technical reasons. In the event space is not immediately available at a Remote Site Location, BellSouth reserves the right to make additional space available, in which case the conditions in Section 6.5 shall apply, or BellSouth may elect to deny space in accordance with this section in which case virtual or adjacent collocation options may be available. If the amount of space requested is not available, BellSouth will notify Aeneas Communications of the amount that is available.

2.2 Availability Notification. Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a BellSouth Remote Site Location. This interval excludes National Holidays. If the amount of space requested is not available, BellSouth will notify Aeneas Communications of the amount of space that is available.

2.2.1 BellSouth will respond to a Florida Application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Remote Site Location. If the amount of space requested is not available, BellSouth will notify Aeneas Communications of the amount that is available.

2.2.2 BellSouth will respond to a Louisiana Application within ten (10) calendar days for space availability for one (1) to ten (10) Applications; fifteen (15) calendar days for eleven (11) to twenty (20) Applications; and for more than twenty (20) Applications, it is increased by five (5) calendar days for every five additional Applications received within five (5) business days. If the amount of space requested is not available, BellSouth will notify Aeneas Communications of the amount of space that is available.

2.2.3 BellSouth will respond to a Mississippi Application within ten (10) business days as to whether space is available or not available within a BellSouth Premises. If the amount of space requested is not available, BellSouth will notify Aeneas Communications of the amount of space that is available.

2.3 Reporting. Upon request from Aeneas Communications, BellSouth will provide a written report ("Space Availability Report") specifying the amount of Remote Collocation Space available at the Remote Site Location requested, the number of collocators present at the Remote Site Location, any

modifications in the use of the space since the last report on the Remote Site Location requested and the measures BellSouth is taking to make additional space available for collocation arrangements.

2.3.1 The request from Aeneas Communications for a Space Availability Report must be written and must include the Common Language Location Identification ("CLLI")code for both the Remote Site Location and the serving central office. Such information regarding the CLLI code for the serving central offices located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4. If Aeneas Communications is unable to obtain the CLLI code, from for example a site visit to the remote site, Aeneas Communications may request the CLLI code from BellSouth. To obtain a CLLI code for a remote site directly from BellSouth, Aeneas Communications should submit to BellSouth a Remote Site Interconnection Request for Remote Site CLLI Code prior to submitting its request for a Space Availability Report. Aeneas Communications should complete all the requested information and submit the Request with the applicable fee to BellSouth.

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

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

2.4 Denial of Application. After notifying Aeneas Communications that BellSouth has no available space in the requested Remote Site Location ("Denial of Application"), BellSouth will allow Aeneas Communications, upon request, to tour the Remote Site Location within ten (10) calendar days of such Denial of Application. This interval excludes national holidays. In order to schedule

said tour within ten (10) calendar days, the request for a tour of the Remote Site Location must be received by BellSouth within five (5) calendar days of the Denial of Application.

2.4.1 Denial of Application. In Mississippi, after notifying Aeneas Communications that BellSouth has no available space in the requested Premises ("Denial of Application"), BellSouth will allow Aeneas Communications, upon request, to tour the Remote Site Location within ten (10) business days of such Denial of Application. In order to schedule said tour within ten (10) business days, the request for a tour of the Remote Site Location must be received by BellSouth within five (5) business days of the Denial of Application.

2.5 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit Aeneas Communications to inspect any plans or diagrams that BellSouth provides to the Commission.

2.6 Waiting List. Unless otherwise specified, on a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Remote Site Location is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list when space becomes available according to how much space becomes available and the position of telecommunications carrier on said waiting list. Aeneas Communications must submit an updated, complete, and correct Application to BellSouth within 30 calendar days (in Mississippi, 30 business days) or notify BellSouth in writing that Aeneas Communications wants to maintain its place on the waiting list either without accepting such space or accepting an amount of space less than its original request. If Aeneas Communications does not submit such an Application or notify BellSouth in writing as described above, BellSouth will offer such space to the next CLEC on the waiting list and remove Aeneas Communications from the waiting list. Upon request, BellSouth will advise Aeneas Communications as to its position on the list.

2.6.1 In Florida, on a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or,

where it is publicly known that the Remote Site Location is out of space, have submitted a Letter of Intent to collocate. Sixty (60) days prior to space becoming available, if known, BellSouth will notify the Florida PSC and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of telecommunications carrier on said waiting list. If not known sixty (60) days in advance, BellSouth shall notify the Florida PSC and the telecommunications carriers on the waiting list within two days of the determination that space is available.

2.7 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Remote Site Locations that are without available space. BellSouth shall update such document within ten (10) calendar days (in Mississippi, 10 business days)of the Denial of Application date. This interval excludes national holidays. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Remote Site Location previously on the space exhaust list. BellSouth shall allocate said available space pursuant to the waiting list referenced in Section 2.6.

2.8 Regulatory Agency Procedures. Notwithstanding the foregoing, should any state or federal regulatory agency impose procedures or intervals different than procedures or intervals set forth in this section applicable to Aeneas Communications, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for all Applications submitted for the first time after the effective date thereof for that jurisdiction.

3. Collocation Options

3.1 Compliance. The parties agree to comply with all applicable federal, state, county, local and administrative laws, orders, rules, ordinances, regulations, and codes in the performance of their obligations hereunder.

3.2 Cageless. BellSouth shall allow Aeneas Communications to collocate Aeneas Communications's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow Aeneas Communications to have direct access to its equipment and facilities. BellSouth shall make cageless collocation available in single rack/bay increments pursuant to Section 6. For equipment requiring special technical considerations, Aeneas Communications must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in BellCore (Telcordia) GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to Section 6.8 following. Subject to space

availability and technical feasibility, at Aeneas Communications's option, Aeneas Communications may enclose its equipment.

3.3 Shared (Subleased) Collocation. Aeneas Communications may allow other telecommunications carriers to share Aeneas Communications's Remote Site collocation arrangement pursuant to terms and conditions agreed to by Aeneas Communications ("Host") and other telecommunications carriers ("Guests") and pursuant to this section, except where the BellSouth Remote Site Location is located within a leased space and BellSouth is prohibited by said lease from offering such an option or is located on property for which BellSouth holds an easement and such easement does not permit such an option. Aeneas Communications shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days (in Mississippi, 10 business days) of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by Aeneas Communications that said agreement imposes upon the Guest(s) the same terms and conditions for Remote Collocation Space as set forth in this Attachment between BellSouth and Aeneas Communications.

3.3.1 Aeneas Communications shall be the sole interface and responsible Party to BellSouth for assessment of rates and charges contained within this Attachment; and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. In all states other than Florida, and in addition to the foregoing, Aeneas Communications shall be the responsible party to BellSouth for the purpose of submitting Applications for initial and additional equipment placement of Guest. In the event the Host and Guest jointly submit an Application, only one Application Fee will be assessed. A separate Guest Application shall require the assessment of an Application Fee, as set forth in Exhibit A. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provision of the services and access to unbundled network elements.

3.3.2 Aeneas Communications shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of Aeneas Communications's Guests in the Remote Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.

3.4 Adjacent Collocation. BellSouth will provide approval for adjacent Remote Site collocation arrangements ("Remote Site Adjacent Arrangement") where space within the Remote Site Location is legitimately exhausted, subject to

technical feasibility, where the Remote Site Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Remote Site Location property and where permitted by zoning and other applicable state and local regulations. The Remote Site Adjacent Arrangement shall be constructed or procured by Aeneas Communications and in conformance with BellSouth's design and construction specifications. Further, Aeneas Communications shall construct, procure, maintain and operate said Remote Site Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be negotiated at the time of the request for the Remote Site Adjacent Arrangement.

3.4.2 Should Aeneas Communications elect such an option, Aeneas Communications must arrange with a BellSouth Certified Contractor to construct a Remote Site Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, Aeneas Communications and Aeneas Communications's BellSouth Certified Contractor must comply with local building code requirements. Aeneas Communications's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. Aeneas Communications's BellSouth Certified Contractor shall bill Aeneas Communications directly for all work performed for Aeneas Communications pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Contractor. Aeneas Communications must provide the local BellSouth Remote Site Location contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access Aeneas Communications's locked enclosure prior to notifying Aeneas Communications.

3.4.3 BellSouth maintains the right to review Aeneas Communications's plans and specifications prior to construction of a Remote Site Adjacent Arrangement(s). BellSouth shall complete its review within fifteen (15) calendar days. BellSouth may inspect the Remote Site Adjacent Arrangement(s) following construction and prior to the Commencement Date, as defined in Section 4.1 following, to ensure the design and construction comply with BellSouth's guidelines and specifications. BellSouth may require Aeneas Communications, at Aeneas Communications's sole cost, to correct any deviations from BellSouth's guidelines and specifications found during such inspection(s), up to and including removal of the Remote Site Adjacent Arrangement, within seven (7) calendar days of BellSouth's inspection, unless the Parties mutually agree to an alternative time frame.

3.4.4 Aeneas Communications shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of demarcation. At Aeneas Communications's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. Aeneas Communications's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement.

3.4.5 BellSouth shall allow Shared (Subleased) Caged Collocation within a Remote Site Adjacent Arrangement pursuant to the terms and conditions set forth in Section 3.3 preceding.

4. Occupancy

4.1 Commencement Date. The "Commencement Date" shall be the day Aeneas Communications'''s equipment becomes operational as described in Article 4.2, following.

4.2 Occupancy. BellSouth will notify Aeneas Communications in writing that the Remote Collocation Space is ready for occupancy. Aeneas Communications must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for interconnected service until receipt of such notice. For purposes of this paragraph, Aeneas Communications's telecommunications equipment will be deemed operational when connected to BellSouth's network for the purpose of service provision.

4.3 Termination. Except where otherwise agreed to by the Parties, Aeneas Communications may terminate occupancy in a particular Remote Collocation Space upon thirty (30) calendar days prior written notice to BellSouth. Upon termination of such occupancy, Aeneas Communications at its expense shall remove its equipment and other property from the Remote Collocation Space. Aeneas Communications shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of Aeneas Communications's Guests; provided, however, that Aeneas Communications shall continue payment of monthly fees to BellSouth until such date as Aeneas Communications has fully vacated the Remote Collocation Space. Should Aeneas Communications or Aeneas Communications's Guest fail to vacate the Remote Collocation Space within thirty (30) calendar days from the

termination date, BellSouth shall have the right to remove the equipment and other property of Aeneas Communications or Aeneas Communications's Guest at Aeneas Communications's expense and with no liability for damage or injury to Aeneas Communications or Aeneas Communications's Guest's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of occupancy with respect to a Remote Collocation Space, Aeneas Communications shall surrender such Remote Collocation Space to BellSouth in the same condition as when first occupied by the Aeneas Communications except for ordinary wear and tear unless otherwise agreed to by the Parties. Aeneas Communications shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), of a Remote Site Adjacent Arrangement at the termination of occupancy and restoring the grounds to their original condition.

5. Use of Remote Collocation Space

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

5.1.1 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. . Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on Aeneas Communications's failure to comply with this section.

5.1.2 Aeneas Communications shall not use the Remote Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Remote Collocation Space or on the grounds of the Remote Site Location.

5.1.3 Aeneas Communications shall place a plaque or other identification affixed to Aeneas Communications's equipment necessary to identify Aeneas Communications's equipment, including a list of emergency contacts with telephone numbers.

5.1.4 All Aeneas Communications equipment installation shall comply with BellSouth TR 73503-11, Section 8, "Grounding - Engineering Procedures."

Metallic cable sheaths and metallic strength members of optical fiber cables as well as the metallic cable sheaths of all copper conductor cables shall be bonded to the designated grounding bus for the remote collocation site. All copper conductor pairs, working and non-working, shall be equipped with a solid state protector unit (over-voltage protection only) which has been listed by a nationally recognized testing laboratory.

5.2 Entrance Facilities. Aeneas Communications may elect to place Aeneas Communications-owned or Aeneas Communications-leased entrance facilities into the Remote Collocation Space from Aeneas Communications's point of presence. BellSouth will designate the point of interconnection at the Remote Site Location housing the Remote Collocation Space which is physically accessible by both Parties. Aeneas Communications will provide and place copper cable through conduit from the Remote Collocation Space to the Feeder Distribution Interface to the splice location of sufficient length for splicing by BellSouth. Aeneas Communications must contact BellSouth for instructions prior to placing the entrance facility cable . Aeneas Communications is responsible for maintenance of the entrance facilities.

5.2.1 Shared Use. Aeneas Communications may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to another Aeneas Communications collocation arrangement within the same BellSouth Remote Site Location.

5.3 Demarcation Point. BellSouth will designate the point(s) of demarcation between Aeneas Communications's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. Aeneas Communications or its agent must perform all required maintenance to Aeneas Communications equipment/facilities on its side of the demarcation point, pursuant to Section 5.8, following

5.4 Aeneas Communications's Equipment and Facilities. Aeneas Communications, or if required by this Attachment, Aeneas Communications's BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by Aeneas Communications.

5.5 BellSouth's Access to Remote Collocation Space. BellSouth retains the right to access the Remote Collocation Space for the purpose of making BellSouth equipment and Remote Site Location modifications

5.6 Access. Pursuant to Section 11, Aeneas Communications shall have access to the Remote Collocation Space twenty-four (24) hours a day, seven (7) days a week. Aeneas Communications agrees to provide the name and social security number or date of birth or driver's license number of each employee, contractor, or agents of Aeneas Communications or Aeneas Communications's Guests provided with access keys or devices ("Access Keys") prior to the issuance of said Access Keys. Key acknowledgement forms must be signed by Aeneas Communications and returned to BellSouth Access Management within 15 calendar days of Aeneas Communications's receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgements are current. Access Keys shall not be duplicated under any circumstances. Aeneas Communications agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of Aeneas Communications employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with Aeneas Communications or upon the termination of this Attachment or the termination of occupancy of an individual Remote Site collocation arrangement.

5.7 Lost or Stolen Access Keys. Aeneas Communications shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key Remote Site Locations as a result of a lost Access Key(s) or for failure to return an Access Key(s), Aeneas Communications shall pay for all reasonable costs associated with the re-keying.

5.8 Interference or Impairment. Notwithstanding any other provisions of this Attachment, equipment and facilities placed in the Remote Collocation Space shall not significantly degrade, interfere with or impair service provided by BellSouth or by any other interconnector located in the Remote Site Location; shall not endanger or damage the facilities of BellSouth or of any other interconnector, the Remote Collocation Space, or the Remote Site Location; shall not compromise the privacy of any communications carried in, from, or through the Remote Site Location; and shall not create an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of Aeneas Communications violates the provisions of this paragraph, BellSouth shall give written notice to Aeneas Communications, which notice shall direct Aeneas Communications to cure the violation within forty-eight (48) hours of Aeneas Communications's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement. 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 Aeneas Communications fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or other interference/impairment of the services provided by BellSouth or any other interconnector, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to Aeneas Communications's equipment. BellSouth will endeavor, but is not required, to provide notice to Aeneas Communications prior to taking such action and shall have no liability to Aeneas Communications for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct. For purposes of this section, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and Aeneas Communications fails to take curative action within 48 hours then BellSouth will establish before the relevant Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to Aeneas Communications or, if subsequently necessary, the relevant Commission, must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, Aeneas Communications shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.

5.9 Presence of Facilities. Facilities and equipment placed by Aeneas Communications in the Remote Collocation Space shall not become a part of the Remote Site Location, even if nailed, screwed or otherwise fastened to the Remote Collocation Space but shall retain its status as personality and may be removed by Aeneas Communications at any time. Any damage caused to the Remote Collocation Space by Aeneas Communications's employees, agents or representatives shall be promptly repaired by Aeneas Communications at its expense.

5.10 Alterations. In no case shall Aeneas Communications or any person acting on behalf of Aeneas Communications make any rearrangement, modification, improvement, addition, repair, or other alteration which could affect in any

way space, power, HVAC, and/or safety considerations to the Remote Collocation Space or the BellSouth Remote Site Location without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by Aeneas Communications. Any material rearrangement, modification, improvement, addition, repair, or other alteration shall require an Application Fee, pursuant to sub-section 6.2.

5.11 Upkeep of Remote Collocation Space. Aeneas Communications shall be responsible for the general upkeep and cleaning of the Remote Collocation Space. Aeneas Communications shall be responsible for removing any Aeneas Communications debris from the Remote Collocation Space and from in and around the Remote Collocation Site on each visit.

6. Ordering and Preparation of Remote Collocation Space

6.1 State or Federal Regulatory agency impose procedures or intervals. Should any state or federal regulatory agency impose procedures or intervals different than procedures or intervals set forth in this section applicable to Aeneas Communications, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for all applications submitted for the first time after the effective date thereof for that jurisdiction.

6.2 Application for Space. Aeneas Communications shall submit a Remote Site Collocation Application when Aeneas Communications or Aeneas Communications's Guest(s), as defined in Section 3.3, desires to request or modify the use of the Remote Collocation Space.

6.3 Initial Application. For Aeneas Communications or Aeneas Communications's Guest(s) equipment placement, Aeneas Communications shall submit to BellSouth an Application. The Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Application are completed with the appropriate type of information. The Bona Fide Application shall contain a detailed description and schematic drawing of the equipment to be placed in Aeneas Communications's Remote Collocation Space(s) in addition to the CLLI code applicable to that location. Prior to submitting the application, CLLI information can be obtained in the manner set forth in Section 2.3.1.

6.4 Application Fee. BellSouth will assess an Application Fee on a service order which shall be issued at the time BellSouth responds that space is available pursuant to Section 2. Payment of the Application Fee will be due as

dictated by Aeneas Communications's current billing cycle and is non-refundable.

6.5 Application Response. In Alabama, North Carolina, and Tennessee, In addition to the notice of space availability pursuant to Section 2, BellSouth will respond within ten (10) calendar days of receipt of an Application stating whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. Sufficient detail will be provided to permit Aeneas Communications a reasonable opportunity to correct each deficiency. Aeneas Communications must correct any deficiencies in its Application and resubmit a Bona Fide Application within ten (10) calendar days of being notified of the deficiencies in the original Application. If Aeneas Communications fails to resubmit its Application as Bona Fide within this ten (10) day period, Aeneas Communications will lose its place in the collocation queue. This interval excludes national holidays. When space has been determined to be available, BellSouth will provide a written response ("Application Response"), which will include the configuration of the space and an estimate of the interval to provide the Remote Collocation Space.

6.5.1 Application Response. Except as otherwise provided, for all States that have ordered provisioning intervals but not application response intervals, the following will apply. In addition to the notice of space availability pursuant to Section 2, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. When multiple applications are submitted in a state within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide Applications 1-5; within thirty-six (36) calendar days for Bona Fide Applications 6-10; within forty-two (42) calendar days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.

6.5.2 Application Response (Florida). Within fifteen (15) calendar days of receipt of a Bona Fide Application, BellSouth will respond as to whether space is available or not available within a particular Remote Site Location. Additionally, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide a written response ("Application

Response") including sufficient information to enable Aeneas Communications to place a Firm Order. When Aeneas Communications submits ten (10) or more Applications within ten (10) calendar days, the initial fifteen (15) day response period will increase by ten (10) days for every additional ten (10) Applications or fraction thereof.

6.5.3 Application Response (Georgia) In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available for caged or cageless arrangements, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7.

6.5.4 Application Response (Louisiana). In addition to the notice of space availability pursuant to Section 2, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. BellSouth will respond as to whether space is available or not available within a particular Remote Site Location in accordance with Section 2. BellSouth will respond with a full Application Response within 30 calendar days for one to ten Applications; 35 calendar days for eleven to twenty Applications; and for requests of more than twenty Application it is increased by five calendar days for every five Applications received within five business days.

6.5.5 Application Response (Mississippi) In addition to the notice of space availability pursuant to Section 2, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a written response ("Application Response") within thirty (30) business days of receipt of a Bona Fide Application. When multiple applications are submitted in a state within a fifteen (15) business day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) business days for Bona Fide Applications 1-5; within thirty-six (36) business days for Bona Fide Applications 6-10; within forty-two (42) business days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.

6.5.6 Application Response (Kentucky) In addition to the notice of space availability pursuant to Section 2, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. When multiple applications are submitted in a state within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide Applications 1-5; within thirty-six (36) calendar days for Bona Fide Applications 6-10; within forty-two (42) calendar days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.

6.6 Application Modifications. In Alabama, North Carolina, and Tennessee, if a modification or revision is made to any information in the Bona Fide Application for Remote Site Collocation or the Bona Fide Application for Adjacent Remote Site Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of Aeneas Communications or necessitated by technical considerations, said Application shall be considered a new Application and shall be handled as a new Application for purposes of the provisioning interval, and BellSouth shall charge Aeneas Communications a Subsequent Application Fee. Major changes, such as requesting additional space or adding equipment may require Aeneas Communications to submit the Application with an Application Fee.

6.6.1 Application Modifications. For all States that have ordered provisioning intervals but not application response intervals, and except as otherwise specified, the following will apply. If a modification or revision is made to any information in the Bona Fide Application for Remote Site Collocation or the Bona Fide Application for Adjacent Remote Site Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of Aeneas Communications or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) calendar days after BellSouth receives such revised application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate Aeneas Communications's Bona Fide Application as a result of changes requested by Aeneas Communications to Aeneas Communications's original application, then BellSouth will charge Aeneas Communications a Subsequent Application Fee. Major changes such as requesting additional space or adding

additional equipment may require Aeneas Communications to resubmit the Application with an Application Fee.

6.6.2 Application Modifications (Florida). If a modification or revision is made to any information in the Bona Fide Application for Remote Site Collocation or the Bona Fide Application for Adjacent Remote Site Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of Aeneas Communications or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within fifteen (15) calendar days after BellSouth receives such revised Application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate Aeneas Communications's Bona Fide Application as a result of changes requested by Aeneas Communications to CLEC's original , then BellSouth will charge Aeneas Communications a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require Aeneas Communications to resubmit the Application with an Application Fee.

6.6.3 Application Modifications (Mississippi & Georgia). If a modification or revision is made to any information in the Bona Fide Application for Remote Site Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of Aeneas Communications or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) business days after BellSouth receives such revised Application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate Aeneas Communications's Bona Fide Application as a result of changes requested by Aeneas Communications to CLEC's original Application, then BellSouth will charge Aeneas Communications a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require Aeneas Communications to resubmit the Application with an Application Fee.

6.6.4 Application Modifications (Louisiana). If a modification or revision is made to any information in the Bona Fide Application for Remote Site Collocation or the Bona Fide Application for Adjacent Remote Site Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of Aeneas Communications or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) calendar days after BellSouth receives such revised Application or at such other date as the Parties agree. BellSouth will respond to such modifications or revisions within 30 calendar days for one to ten revised Applications; 35 calendar days for eleven to

twenty revised Applications; and for requests of more than twenty revised Applications it is increased by five calendar days for every five revised Applications received within five business days. If, at any time, BellSouth needs to reevaluate Aeneas Communications's Bona Fide Application as a result of changes requested by Aeneas Communications to CLEC's original Application, then BellSouth will charge Aeneas Communications a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require Aeneas Communications to resubmit the Application with an Application Fee.

6.6.5 Application Modifications (Kentucky). If a modification or revision is made to any information in the Bona Fide Application for Remote Site Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of Aeneas Communications or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) calendar days after BellSouth receives such revised Application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate Aeneas Communications's Bona Fide Application as a result of changes requested by Aeneas Communications to Aeneas Communications's original Application, then BellSouth will charge Aeneas Communications a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require Aeneas Communications to resubmit the Application with an Application Fee.

6.7 Bona Fide Firm Order. In Alabama, North Carolina, and Tennessee, Aeneas Communications shall indicate its intent to proceed with equipment installation in a BellSouth Remote Site Location by submitting a Bona Fide Firm Order to BellSouth. A Firm Order shall be considered Bona Fide when Aeneas Communications has completed the Application/Inquiry process described in Section 6.3, preceding, and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than seven (7) calendar days after BellSouth's Application Response to Aeneas Communications's Bona Fide Application, unless BellSouth provides an Application Response on or before the ten-day response interval set forth in section 2, in which case Aeneas Communications must submit its Bona Fide Firm Order to BellSouth within seventeen (17) calendar days of BellSouth's receipt of the Bona Fide Application. If Aeneas Communications fails to submit its Bona Fide Firm Order to BellSouth within the time frames set forth above, the provisioning intervals set forth in section 6.6 shall apply from the date of receipt of the Bona Fide Firm Order and not from the date of the Bona Fide Application. If Aeneas Communications fails to submit a Bona

Fide Firm Order within fifteen (15) days of receipt of an Application Response, the Application will expire.

6.7.1 Bona Fide Firm Order. Except as otherwise provided, in all States that have ordered provisioning intervals but not addressed Firm Order intervals, the following shall apply. Aeneas Communications shall indicate its intent to proceed with equipment installation in a BellSouth Remote Site Location by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when Aeneas Communications has completed the Application/Inquiry process described in Section 6.3, preceding and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days (in Mississippi 30 business days) after BellSouth's Application Response to Aeneas Communications's Bona Fide Application or the Application will expire.

6.7.2 Bona Fide Firm Order (Kentucky & Mississippi). Aeneas Communications shall indicate its intent to proceed with equipment installation in a BellSouth Remote Terminal Location by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when Aeneas Communications has completed the Application/Inquiry process described in Section 6.3, preceding and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days (in Mississippi 30 business days) after BellSouth's Application Response to Aeneas Communications's Bona Fide Application or the Application will expire.

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

6.8 BellSouth will permit one accompanied site visit to Aeneas Communications's designated Remote Collocation Space after receipt of the Bona Fide Firm Order without charge to Aeneas Communications.

6.9 Aeneas Communications must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the

BellSouth Remote Site Location a minimum of 30 calendar days prior to the date Aeneas Communications desires access to the Remote Collocation Space. Aeneas Communications may submit such a request at any time subsequent to BellSouth's receipt of the Bona Fide Firm Order. In the event Aeneas Communications desires access to the Collocation Space after submitting such a request but prior to Access being approved, BellSouth shall permit Aeneas Communications to access the Collocation Space, accompanied by a security escort at Aeneas Communications's expense. Aeneas Communications must request escorted access at least three (3) business days prior to the date such access is desired.

6.10 Construction and Provisioning Interval. In Alabama, North Carolina, and Tennessee, BellSouth will complete construction for Remote Site collocation arrangements within a maximum of 90 calendar days from receipt of an Application, or as agreed to by both parties. Under extraordinary conditions, BellSouth may elect to renegotiate an alternative provisioning interval with Aeneas Communications or seek a waiver from this interval from the Commission. Examples of extraordinary conditions include, but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length.

6.10.1 Construction and Provisioning Interval (Florida). BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of 90 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. For changes to collocation space after initial space completion, BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of 45 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and Aeneas Communications cannot agree upon a completion date, within 45 calendar days of receipt of the Bona Fide Firm Order for an initial request, and within 30 calendar days for Augmentations, BellSouth may seek an extension from the Florida PSC.

6.10.2 Construction and Provisioning Interval (Georgia). BellSouth will use best efforts to complete construction for caged collocation arrangements under ordinary conditions as soon as possible and within a maximum of 90 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. BellSouth will use best efforts to complete construction for cageless

collocation arrangements under ordinary conditions as soon as possible and within a maximum of 60 calendar days from receipt of a Bona Fide Firm Order and 90 calendar days for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. BellSouth may elect to renegotiate an alternative provisioning interval with Aeneas Communications or seek a waiver from this interval from the Commission.

6.10.3 Construction and Provisioning Interval (Louisiana). BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 120 calendar days from receipt of a Bona Fide Firm Order for an initial request, and within 60 calendar days for an Augmentation, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within 180 calendar days of the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. BellSouth may elect to renegotiate an alternative provisioning interval with Aeneas Communications or seek a waiver from this interval from the Commission.

6.10.4 Construction and Provisioning Interval (Mississippi). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 120 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within 180 calendar days of the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to, extended license or

permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. BellSouth may elect to renegotiate an alternative provisioning interval with Aeneas Communications or seek a waiver from this interval from the Commission.

6.10.5 Construction and Provisioning Interval (Kentucky). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 90 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction of all other Collocation Space ("extraordinary conditions") within 130 calendar days of the receipt of a Bona Fide Firm Order. Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. BellSouth may elect to renegotiate an alternative provisioning interval with Aeneas Communications or seek a waiver from this interval from the Commission.

6.10.6 Construction and Provisioning Interval (South Carolina). BellSouth will complete the construction and provisioning activities for cageless and caged collocation arrangements as soon as possible, but no later than 90 calendar days from receipt of a bona fide firm order. BellSouth may elect to renegotiate an alternative provisioning interval with Aeneas Communications or seek a waiver from this interval from the Commission.

6.11 In the event BellSouth does not have space immediately available at a Remote Site Location, BellSouth may elect to make additional space available by, for example but not limited to, rearranging BellSouth facilities or constructing additional capacity. In such cases, excluding the time interval required to secure the appropriate government licenses and permits or additional public or private rights of way, BellSouth will provision the Remote Collocation Space in a nondiscriminatory manner and at parity with BellSouth and will provide Aeneas Communications with the estimated completion date in its Response.

6.12 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.

6.13 Acceptance Walk Through. Upon request, Aeneas Communications will contact BellSouth within seven (7) days of collocation space being ready to schedule an acceptance walk through of each Remote Collocation Space requested from BellSouth by Aeneas Communications. BellSouth will correct any deviations to Aeneas Communications's original or jointly amended requirements within seven (7) calendar days after the walk through, unless the Parties jointly agree upon a different time frame.

6.14 Use of BellSouth Certified Supplier. Aeneas Communications shall select a supplier that has been approved as a BellSouth Certified Supplier to perform all engineering and installation work required in the Remote Collocation Space per TR 73503 specifications. BellSouth shall provide Aeneas Communications with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing Aeneas Communications'"s equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's Outside Plant engineers and Aeneas Communications upon successful completion of installation. The BellSouth Certified Supplier shall bill Aeneas Communications directly for all work performed for Aeneas Communications pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Supplier. BellSouth shall consider certifying Aeneas Communications or any supplier proposed by Aeneas Communications. All work performed by or for Aeneas Communications shall conform to generally accepted industry guidelines and standards.

6.15 Alarm and Monitoring. BellSouth may place alarms in the Remote Site Location for the protection of BellSouth equipment and facilities. Aeneas Communications shall be responsible for placement, monitoring and removal of alarms used to service Aeneas Communications's Remote Collocation Space and for ordering the necessary services therefor. Both Parties shall use best efforts to notify the other of any verified hazardous conditions known to that Party.

6.16 Basic Telephone Service. Upon request of Aeneas Communications, BellSouth will provide basic telephone service to the Remote Collocation

Space under the rates, terms and conditions of the current tariff offering for the service requested.

6.17 Virtual Remote Site Collocation Relocation. BellSouth offers Virtual Collocation pursuant to the terms and conditions set forth in its F.C.C. Tariff No. 1 for Remote Site Collocation locations. The rates shall be the same as provided in this Exhibit A of this agreement. For the interconnection to BellSouth's network and access to BellSouth unbundled network elements, Aeneas Communications may purchase 2-wire and 4-wire cross-connects as set forth the service inquiry procedures established for sub loop unbundling as set forth in Attachment 2 of the Interconnection Agreement, and Aeneas Communications may place within its Virtual Collocation arrangements the telecommunications equipment set forth in Section 5.1. In the event physical Remote Collocation Space was previously denied at a Remote Site Location due to technical reasons or space limitations, and that physical Remote Collocation Space has subsequently become available, Aeneas Communications may relocate its virtual Remote Site collocation arrangements to physical Remote Site collocation arrangements and pay the appropriate non-recurring fees for physical Remote Site collocation and for the rearrangement or reconfiguration of services terminated in the virtual Remote Site collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical Remote Site collocation may become available at the location requested by Aeneas Communications, such information will be provided to Aeneas Communications in BellSouth's written denial of physical Remote Site collocation. To the extent that (i) physical Remote Collocation Space becomes available to Aeneas Communications within 180 calendar days of BellSouth's written denial of Aeneas Communications's request for physical collocation, and (ii) Aeneas Communications was not informed in the written denial that physical Remote Collocation Space would become available within such 180 calendar days, then Aeneas Communications may relocate its virtual Remote Site collocation arrangement to a physical Remote Site collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual Remote Site collocation. Aeneas Communications must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Remote Collocation Space to its physical Remote Collocation Space and will bear the cost of such relocation.

6.18 Cancellation. If, at anytime prior to space acceptance, Aeneas Communications cancels its order for the Remote Collocation Space(s), Aeneas Communications will reimburse BellSouth in the following manner: BellSouth will ascertain how far preparation work has progressed. Aeneas Communications will be billed the applicable non recurring rate for any and all work processes for which work has begun.

6.19 Licenses. Aeneas Communications, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Remote Collocation Space.

6.20 Environmental Hazard Guidelines. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit B attached hereto.

7. Rates and Charges

7.1 Recurring Fees. Recurring fees for space occupancy shall be billed upon space completion or space acceptance, whichever occurs first. Other charges shall be billed upon request for the services. All charges shall be due as dictated by Aeneas Communications's current billing cycle.

7.2 Rack/Bay Space. The rack/bay space charge includes reasonable charges for air conditioning, ventilation and other allocated expenses associated with maintenance of the Remote Site Location, and includes amperage necessary to power Aeneas Communications's equipment. Aeneas Communications shall pay rack/bay space charges based upon the number of racks/bays requested. BellSouth will assign Remote Collocation Space in conventional remote site rack/bay lineups where feasible

7.3 Power. BellSouth shall make available –48 Volt (-48V) DC power for Aeneas Communications's Remote Collocation Space at a BellSouth Power Board (Fuse and Alarm Panel) or BellSouth Battery Distribution Fuse Bay ("BDFB") at Aeneas Communications's option within the Remote Site Location. The charge for power shall be assessed as part of the recurring charge for rack/bay space. If the power requirements for Aeneas Communications's equipment exceeds the capacity for the rack/bay, then such power requirements shall be assessed on a recurring per amp basis for the individual case.

7.3.1 Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by Aeneas Communications's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. Aeneas Communications's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the Commencement Date. AC power voltage and phase ratings shall be determined on a per location basis. At Aeneas Communications's option,

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

7.4 Security Escort. A security escort will be required whenever Aeneas Communications or its approved agent desires access to the Remote Site Location after the one accompanied site visit allowed prior to completing BellSouth's Security Training requirements and/or prior to Space Acceptance. The parties agree that a security escort will not be required for remote site collocation. However, if one is needed, the parties will negotiate appropriate security escort rates which will be assessed on a one half (1/2) hour increment basis.

7.5 Rate "True-Up". The Parties agree that the prices reflected as interim herein shall be "trued-up" (up or down) based on final prices either determined by further agreement or by final order, including any appeals, in a proceeding involving BellSouth before the regulatory authority for the state in which the services are being performed or any other body having jurisdiction over this Agreement (hereinafter "Commission"). Under the "true-up" process, the interim price for each service shall be multiplied by the volume of that service purchased to arrive at the total interim amount paid for that service ("Total Interim Price"). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, Aeneas Communications shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to Aeneas Communications. Each Party shall keep its own records upon which a "true-up" can be based and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such "true-up," the Parties agree that the Commission shall be called upon to resolve such differences.

7.6 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party. Payment of all other charges under this Attachment shall be due as dictated by Aeneas Communications's current billing cycle Aeneas Communications will pay a late payment charge as specified in the current State Tariff.

8. Insurance

8.1 Maintain Insurance. Aeneas Communications shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section 8 and underwritten by insurance companies licensed to do business

in the states applicable under this Attachment and having a Best's Insurance Rating of A-.

8.2 Coverage. Aeneas Communications shall maintain the following specific coverage:

8.2.1 Commercial General Liability coverage in the amount of ten million dollars ($10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars ($10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.

8.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars ($100,000.00) each accident, one hundred thousand dollars ($100,000.00) each employee by disease, and five hundred thousand dollars ($500,000.00) policy limit by disease.

8.2.3 All Risk Property coverage on a full replacement cost basis insuring all of Aeneas Communications's real and personal property situated on or within BellSouth's Remote Site Location.

8.2.4 Aeneas Communications may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.

8.3 Limits. The limits set forth in Section 8.2 above may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days notice to Aeneas Communications to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

8.4 All policies purchased by Aeneas Communications shall be deemed to be primary. All policies purchased by Aeneas Communications shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Remote Site Location and shall remain in effect for the term of this Attachment or until all Aeneas Communications'''s property has been removed from BellSouth's Remote Site Location, whichever period is longer. If Aeneas Communications fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Aeneas Communications.

8.5 Submit certificates of insurance. Aeneas Communications shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Remote Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. Aeneas Communications shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from Aeneas Communications"'s insurance company. Aeneas Communications shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
675 W. Peachtree Street
Rm. 17H53
Atlanta, Georgia 30375

8.6 Conformance to recommendations made by BellSouth's fire insurance company. Aeneas Communications must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.

8.7 Self-Insurance. If Aeneas Communications's net worth exceeds five hundred million dollars ($500,000,000), Aeneas Communications may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 8.2.1 and 8.2.3. Aeneas Communications shall provide audited financial statements to BellSouth thirty (30) days prior to the commencement of any work in the Remote Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to Aeneas Communications in the event that self-insurance status is not granted to Aeneas Communications. If BellSouth approves Aeneas Communications for self-insurance, Aeneas Communications shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of Aeneas Communications's corporate officers. The ability to self-insure shall continue so long as Aeneas Communications meets all of the requirements of this Section. If Aeneas Communications subsequently no longer satisfies this Section, Aeneas Communications is required to purchase insurance as indicated by Sections 8.2.1 and 8.2.3.

8.8 Net worth requirements. The net worth requirements set forth in Section 8.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days' notice to Aeneas Communications to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

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

9. Mechanics Liens

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

10. Inspections

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

11. Security and Safety Requirements

11.1 The security and safety requirements. The security and safety requirements set forth in this section are as stringent as the security requirements BellSouth maintains at its own Remote Site Location either for their own employees or for authorized contractors. Only BellSouth employees, BellSouth Certified Contractors and authorized employees, authorized Guests, pursuant to Section 3.3, proceeding, or authorized agents of Aeneas Communications will be permitted in the BellSouth Remote Site Location. Aeneas Communications shall provide its employees and agents with picture

identification which must be worn and visible at all times while in the Remote Collocation Space or other areas in or around the Remote Site Location. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the Aeneas Communications name. BellSouth reserves the right to remove from its Remote Site Location any employee of Aeneas Communications not possessing identification issued by Aeneas Communications or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. Aeneas Communications shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Remote Site Location. Aeneas Communications shall be solely responsible for ensuring that any Guest of Aeneas Communications is in compliance with all subsections of this Section 11.

11.1.1 Aeneas Communications will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Aeneas Communications employee being considered for work on the BellSouth Remote Site Location, for the states/counties where the Aeneas Communications employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable.

11.1.2 Aeneas Communications will be required to administer to their personnel assigned to the BellSouth Remote Site Location security training either provided by BellSouth, or meeting criteria defined by BellSouth.

11.1.3 Aeneas Communications shall not assign to the BellSouth Remote Site Location any personnel with records of felony criminal convictions. Aeneas Communications shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any Aeneas Communications personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the even that Aeneas Communications chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, Aeneas Communications may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).

11.1.4 For each Aeneas Communications employee requiring access to a BellSouth Remote Site Location pursuant to this Attachment, Aeneas Communications shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony

convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, Aeneas Communications will disclose the nature of the convictions to BellSouth at that time. In the alternative, Aeneas Communications may certify to BellSouth that it shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.

11.1.5 At BellSouth's request, Aeneas Communications shall promptly remove from the BellSouth's Remote Site Location any employee of Aeneas Communications BellSouth does not wish to grant access to its Remote Site Location 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation in the event that an employee of Aeneas Communications is found interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.

11.2 Notification to BellSouth. BST reserves the right to interview Aeneas Communications's employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide reasonable notice to Aeneas Communications's Security contact of such interview. Aeneas Communications and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Aeneas Communications's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill Aeneas Communications for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that Aeneas Communications's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill Aeneas Communications for BellSouth property which is stolen or damaged where an investigation determines the culpability of Aeneas Communications's employees, agents, or contractors and where Aeneas Communications agrees, in good faith, with the results of such investigation. Aeneas Communications shall notify BellSouth in writing immediately in the event that the CLEC discovers one of its employees already working on the BellSouth Remote Site Location 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 the BellSouth Remote Site Location, any employee found to have violated the security and safety requirements of this section. Aeneas Communications shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Remote Site Location.

11.3 Use of Supplies. Unauthorized use of telecommunications equipment or supplies either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.

11.4 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Remote Site Location. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.

11.5 Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

12. Destruction of Remote Collocation Space

12.1 Remote Collocation Space is damaged. In the event a Remote Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for Aeneas Communications's permitted use hereunder, then either Party may elect within ten (10) business days after such damage, to terminate this Attachment with respect to the affected Remote Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof with respect to such Remote Collocation Space. If the Remote Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for Aeneas Communications"'s permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to Aeneas Communications, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. Aeneas Communications may, at its own expense, accelerate the rebuild of its Remote Collocation Space and equipment provided however that a BellSouth Certified Contractor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If Aeneas Communications"'s acceleration of the project increases the cost of the project, then those additional charges will be incurred by Aeneas

Communications. Where allowed and where practical, Aeneas Communications may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Remote Collocation Space shall be rebuilt or repaired, Aeneas Communications shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Remote Collocation Space for Aeneas Communications'''s permitted use, until such Remote Collocation Space is fully repaired and restored and Aeneas Communications'''s equipment installed therein (but in no event later than thirty (30) business days after the Remote Collocation Space is fully repaired and restored). Where Aeneas Communications has placed a Remote Site Adjacent Arrangement pursuant to section 3.4, Aeneas Communications shall have the sole responsibility to repair or replace said Remote Site Adjacent Arrangement provided herein. Pursuant to this section, BellSouth will restore the associated services to the Remote Site Adjacent Arrangement.

13. Eminent Domain

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

14. Nonexclusivity

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

EXHIBIT A: BELLSOUTH/Aeneas Communications RATES – ALABAMA REMOTE SITE COLLOCATION

Rates marked with an asterisk (*) are interim and are subject to true-up

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1RA	Application Fee*	Per request	N/A	$869.18
PE1RB	Cabinet Space *	Per Rack/Bay	$230.19	N/A
PE1RC	Power Upgrade*	Per fused amp	N/A	ICB/TBD
PE1RD	Security Access System New Key*	Per Key	N/A	$26.19
PE1SR	Space Availability Report*	Per premises requested	N/A	$231.74
PE1RE	Request for CLLI*	Per Premises Requested	N/A	$75.11
AEH	Additional Engineering Fee **(Note 1)**	Per request, First half hour/add'l half hour	N/A	-
	Security Escort **(Note 1)**	Per half hr/add'l half hr		
PE1BT	Basic Time		NA	-
PE1OT	Overtime		NA	-
PE1PT	Premium Time		NA	-

Note(s):
N/A stipulates the part of the rate element (RC or NRC) not applying to the element
ICB/TBD rates will be on an Individual Case Basis .

(1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

EXHIBIT A: BELLSOUTH/Aeneas Communications RATES – FLORIDA REMOTE SITE COLLOCATION

Rates marked with an asterisk (*) are interim and are subject to true-up

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1RA	Application Fee*	Per request	N/A	$874.14
PE1RB	Cabinet Space *	Per Rack/Bay	$232.50	N/A
PE1RC	Power Upgrade*	Per fused amp	N/A	ICB/TBD
PE1RD	Security Access System New Key*	Per Key	N/A	$26.20
PE1SR	Space Availability Report*	Per premises requested	N/A	$231.45
PE1RE	Request for CLLI*	Per Premises Requested	N/A	$75.13
AEH	Additional Engineering Fee **(Note 1)**	Per request, First half hour/add'l half hour	N/A	-
	Security Escort **(Note 1)**	Per half hr/add'l half hr		
PE1BT	Basic Time		NA	-
PE1OT	Overtime		NA	-
PE1PT	Premium Time		NA	-

Note(s):
N/A stipulates the part of the rate element (RC or NRC) not applying to the element
ICB/TBD rates will be on an Individual Case Basis.

(1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

EXHIBIT A: BELLSOUTH/Aeneas Communications RATES – GEORGIA REMOTE SITE COLLOCATION

Rates marked with an asterisk (*) are interim and are subject to true-up

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1RA	Application Fee*	Per request	N/A	$931.61
PE1RB	Cabinet Space *	Per Rack/Bay	$224.82	N/A
PE1RC	Power Upgrade*	Per fused amp	N/A	ICB/TBD
PE1RD	Security Access System New Key*	Per Key	N/A	$25.88
PE1SR	Space Availability Report*	Per premises requested	N/A	$229.02
PE1RE	Request for CLLI*	Per Premises Requested	N/A	$74.22
AEH	Additional Engineering Fee **(Note 1)**	Per request, First half hour/add'l half hour	N/A	-
	Security Escort **(Note 1)**	Per half hr/add'l half hr		
PE1BT	Basic Time		NA	-
PE1OT	Overtime		NA	-
PE1PT	Premium Time		NA	-

Note(s):
N/A stipulates the part of the rate element (RC or NRC) not applying to the element
ICB/TBD rates will be on an Individual Case Basis.

(1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

EXHIBIT A: BELLSOUTH/Aeneas Communications RATES – KENTUCKY REMOTE SITE COLLOCATION

Rates marked with an asterisk (*) are interim and are subject to true-up

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1RA	Application Fee*	Per request	N/A	$868.91
PE1RB	Cabinet Space *	Per Rack/Bay	$224.41	N/A
PE1RC	Power Upgrade*	Per fused amp	N/A	ICB/TBD
PE1RD	Security Access System New Key*	Per Key	N/A	$26.60
PE1SR	Space Availability Report*	Per premises requested	N/A	$231.82
PE1RE	Request for CLLI*	Per Premises Requested	N/A	$75.13
AEH	Additional Engineering Fee **(Note 1)**	Per request, First half hour/add'l half hour	N/A	-
	Security Escort **(Note 1)**	Per half hr/add'l half hr		
PE1BT	Basic Time		NA	-
PE1OT	Overtime		NA	-
PE1PT	Premium Time		NA	-

Note(s):
N/A stipulates the part of the rate element (RC or NRC) not applying to the element
ICB/TBD rates will be on an Individual Case Basis.

(1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

EXHIBIT A: BELLSOUTH/Aeneas Communications RATES – LOUISIANA REMOTE SITE COLLOCATION

Rates marked with an asterisk (*) are interim and are subject to true-up

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1RA	Application Fee*	Per request	N/A	$868.25
PE1RB	Cabinet Space *	Per Rack/Bay	$257.01	N/A
PE1RC	Power Upgrade*	Per fused amp	N/A	ICB/TBD
PE1RD	Security Access System New Key*	Per Key	N/A	$26.16
PE1SR	Space Availability Report*	Per premises requested	N/A	$231.49
PE1RE	Request for CLLI*	Per Premises Requested	N/A	$75.02
AEH	Additional Engineering Fee **(Note 1)**	Per request, First half hour/add'l half hour	N/A	-
	Security Escort **(Note 1)**	Per half hr/add'l half hr		
PE1BT	Basic Time		NA	-
PE1OT	Overtime		NA	-
PE1PT	Premium Time		NA	-

Note(s):
N/A stipulates the part of the rate element (RC or NRC) not applying to the element
ICB/TBD rates will be on an Individual Case Basis.

(1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

EXHIBIT A: BELLSOUTH/Aeneas Communications RATES – MISSISSIPPI REMOTE SITE COLLOCATION

Rates marked with an asterisk (*) are interim and are subject to true-up

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1RA	Application Fee*	Per request	N/A	$868.60
PE1RB	Cabinet Space *	Per Rack/Bay	$241.11	N/A
PE1RC	Power Upgrade*	Per fused amp	N/A	ICB/TBD
PE1RD	Security Access System New Key*	Per Key	N/A	$26.16
PE1SR	Space Availability Report*	Per premises requested	N/A	$231.43
PE1RE	Request for CLLI*	Per Premises Requested	N/A	$75.01
AEH	Additional Engineering Fee **(Note 1)**	Per request, First half hour/add'l half hour	N/A	-
	Security Escort **(Note 1)**	Per half hr/add'l half hr		
PE1BT	Basic Time		NA	-
PE1OT	Overtime		NA	-
PE1PT	Premium Time		NA	-

Note(s):
N/A stipulates the part of the rate element (RC or NRC) not applying to the element
ICB/TBD rates will be on an Individual Case Basis.

(1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

EXHIBIT A: BELLSOUTH/Aeneas Communications RATES – NORTH CAROLINA REMOTE SITE COLLOCATION

Rates marked with an asterisk (*) are interim and are subject to true-up

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1RA	Application Fee*	Per request	N/A	$865.34
PE1RB	Cabinet Space *	Per Rack/Bay	$254.02	N/A
PE1RC	Power Upgrade*	Per fused amp	N/A	ICB/TBD
PE1RD	Security Access System New Key*	Per Key	N/A	$26.06
PE1SR	Space Availability Report*	Per premises requested	N/A	$230.60
PE1RE	Request for CLLI*	Per Premises Requested	N/A	$74.74
AEH	Additional Engineering Fee **(Note 1)**	Per request, First half hour/add'l half hour	N/A	-
	Security Escort **(Note 1)**	Per half hr/add'l half hr		
PE1BT	Basic Time		NA	-
PE1OT	Overtime		NA	-
PE1PT	Premium Time		NA	-

Note(s):
N/A stipulates the part of the rate element (RC or NRC) not applying to the element
ICB/TBD rates will be on an Individual Case Basis.

(1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

EXHIBIT A: BELLSOUTH/Aeneas Communications RATES – SOUTH CAROLINA REMOTE SITE COLLOCATION

Rates marked with an asterisk (*) are interim and are subject to true-up

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1RA	Application Fee*	Per request	N/A	$871.12
PE1RB	Cabinet Space *	Per Rack/Bay	$246.44	N/A
PE1RC	Power Upgrade*	Per fused amp	N/A	ICB/TBD
PE1RD	Security Access System New Key*	Per Key	N/A	$26.25
PE1SR	Space Availability Report*	Per premises requested	N/A	$232.25
PE1RE	Request for CLLI*	Per Premises Requested	N/A	$75.27
AEH	Additional Engineering Fee **(Note 1)**	Per request, First half hour/add'l half hour	N/A	-
	Security Escort **(Note 1)**	Per half hr/add'l half hr		
PE1BT	Basic Time		NA	-
PE1OT	Overtime		NA	-
PE1PT	Premium Time		NA	-

Note(s):
N/A stipulates the part of the rate element (RC or NRC) not applying to the element
ICB/TBD rates will be on an Individual Case Basis.

(1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

EXHIBIT A: BELLSOUTH/Aeneas Communications RATES – TENNESSEE REMOTE SITE COLLOCATION

Rates marked with an asterisk (*) are interim and are subject to true-up

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1RA	Application Fee*	Per request	N/A	$872.95
PE1RB	Cabinet Space *	Per Rack/Bay	$219.37	N/A
PE1RC	Power Upgrade*	Per fused amp	N/A	ICB/TBD
PE1RD	Security Access System New Key*	Per Key	N/A	$26.23
PE1SR	Space Availability Report*	Per premises requested	N/A	$232.12
PE1RE	Request for CLLI*	Per Premises Requested	N/A	$75.23
AEH	Additional Engineering Fee **(Note 1)**	Per request, First half hour/add'l half hour	N/A	-
	Security Escort **(Note 1)**	Per half hr/add'l half hr		
PE1BT	Basic Time		NA	-
PE1OT	Overtime		NA	-
PE1PT	Premium Time		NA	-

Note(s):
N/A stipulates the part of the rate element (RC or NRC) not applying to the element
ICB/TBD rates will be on an Individual Case Basis.

(1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

ENVIRONMENTAL AND SAFETY PRINCIPLES

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

1. GENERAL PRINCIPLES

1.1 Compliance with Applicable Law. BellSouth and Aeneas Communications agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.

1.2 Notice. BellSouth and Aeneas Communications shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each Party is required to provide specific notice for known potential Imminent Danger conditions. Aeneas Communications should contact 1-800-743-6737 for BellSouth MSDS sheets.

1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for Aeneas Communications to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. Aeneas Communications will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by CLEC when operating in the BellSouth Premises.

1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the Aeneas Communications space with proper notification. BellSouth reserves the right to stop any Aeneas Communications work

operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.

1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by Aeneas Communications are owned by Aeneas Communications. Aeneas Communications will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by Aeneas Communications or different hazardous materials used by Aeneas Communications at BellSouth Facility. Aeneas Communications must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.

1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, the Party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by Aeneas Communications to BellSouth.

1.7 Coordinated Environmental Plans and Permits. BellSouth and Aeneas Communications will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and Aeneas Communications will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, Aeneas Communications must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.

1.8 Environmental and Safety Indemnification. BellSouth and Aeneas Communications shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, contractors, or employees concerning its operations at the Facility.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

When performing functions that fall under the following Environmental categories on BellSouth's Premises, Aeneas Communications agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. Aeneas Communications further agrees to cooperate with BellSouth to ensure that Aeneas Communications's employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by Aeneas Communications, its employees, agents and/or subcontractors.

The most current version of reference documentation must be requested from BellSouth.

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

hazardous material	local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	• Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
Maintenance/operations work which may produce a waste Other maintenance work	Compliance with all application local, state, & federal laws and regulations Protection of BST employees and equipment	• Std T&C 450 • 29CFR 1910.147 (OSHA Standard) • 29CFR 1910 Subpart O (OSHA Standard)
Janitorial services	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	• P&SM Manager - Procurement • 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 contractor	• Std T&C 450 • Fact Sheet 14050 • BSP 620-145-011PR Issue A, August 1996 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	• GU-BTEN-001BT, Chapter 3

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as

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

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

Hazardous Waste. As defined in section 1004 of RCRA.

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

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

4. ACRONYMS

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

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

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

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

Attachment 5

Access to Numbers and Number Portability

TABLE OF CONTENTS

1. NON-DISCRIMINATORY ACCESS TO TELEPHONE NUMBERS..... 2

2. NUMBER PORTABILITY PERMANENT SOLUTION 2

3. SERVICE PROVIDER NUMBER PORTABILITY 3

4. SPNP IMPLEMENTATION 4

5. TRANSITION TO PERMANENT NUMBER PORTABILITY 6

6. CONVERSION POLICY..... 7

7. TRUE-UP 9

8. OPERATIONAL SUPPORT SYSTEM (OSS) RATES 10

Rates…….Exhibit A

ACCESS TO NUMBERS AND NUMBER PORTABILITY

1. Non-Discriminatory Access to Telephone Numbers

All the negotiated rates, terms and conditions set forth in this Attachment pertain to the provisioning of local number portability.

1.1 During the term of this Agreement, Aeneas Communications shall contact the North American Numbering Plan Administrator, Neustar, for the assignment of numbering resources. In order to be assigned a Central Office Code, Aeneas Communications will be required to complete the Central Office Code (NXX) Assignment Request and Confirmation Form (Code Request Form) in accordance with Industry Numbering Committee's Central Office Code (NXX) Assignment Guidelines (INC 95-0407-008).

1.2 For the purposes of the resale of BellSouth's telecommunications services by Aeneas Communications, BellSouth will provide Aeneas Communications with on line access to telephone numbers for reservation on a first come first served basis. Until December 1, 2000, such reservations of telephone numbers, on a pre-ordering basis shall be for a period of ninety (90) days. After December 1, 2000, BellSouth's reservation of telephone number practices shall be in accordance with the appropriate FCC rules and regulations. Aeneas Communications acknowledges that there may be instances where there is a shortage of telephone numbers in a particular Common Language Location Identifier Code (CLLIC) and in such instances BellSouth may request that Aeneas Communications cancel its reservations of numbers. Aeneas Communications shall comply with such request.

1.3. Further, upon Aeneas Communications request and for the purposes of the resale of BellSouth's telecommunications services by Aeneas Communications, BellSouth will reserve up to 100 telephone numbers per CLLIC, for Aeneas Communications's sole use. Such telephone number reservations shall be transmitted to Aeneas Communications via electronic file transfer. Until December 1, 2000, such reservations shall be valid for ninety (90) days from the reservation date. After December 1, 2000, BellSouth's reservation of telephone number practices shall be in accordance with the appropriate FCC rules and regulations. Aeneas Communications acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and in such instances BellSouth shall use its best efforts to reserve for a ninety (90) day period a sufficient quantity for Aeneas Communications's reasonable need in that particular CLLIC.

2. Number Portability Permanent Solution

2.1 The FCC, the Commissions, and industry fora have developed and BellSouth is implementing a permanent approach to providing service provider number portability. Both Parties will implement a permanent approach as developed and approved by the Commission, the FCC and industry fora. Consistent with the requirements to move to Permanent Number Portability (PNP) as set forth in Section 5 of this Attachment, Interim Service Provider Number Portability (SPNP) may be available only until such permanent solution is implemented in an end office.

2.2 End User Line Charge. Recovery of charges associated with implementing PNP through a monthly charge assessed to end users has been authorized by the FCC. This end user line charge will be as filed in BellSouth's FCC Tariff No. 1 and will be billed to CLEC where CLEC is a subscriber to local switching or where CLEC is a reseller of BellSouth telecommunications services. This charge will not be discounted.

3. Service Provider Number Portability

3.1 Definition. Until the industry-wide permanent solution is implemented in an end office, BellSouth shall provide Service Provider Number Portability (SPNP). SPNP is an interim service arrangement whereby an end user who switches subscription of his local exchange service from BellSouth to a CLEC, or vice versa, is permitted to retain the use of his existing assigned telephone number, provided that the end user remains at the same location for his local exchange service or changes locations and service providers but stays within the same serving wire center of his existing number.

3.2 Methods of Providing Number Portability. SPNP is available through either remote call forwarding or direct inward dialing trunks, at the election of Aeneas Communications. Remote call forwarding (SPNP-RCF) is an existing switch-based BellSouth service that redirects calls within the telephone network. Direct inward dialing trunks (SPNP-DID) allow calls to be routed over a dedicated facility to the Aeneas Communications switch that serves the subscriber.

3.3 Signaling Requirements. SS7 Signaling is required for the provision of SPNP services. SPNP-DID is available from BellSouth on a per DS0, DS1, or DS3 basis. Where SPNP-DID is technically feasible and is provided on a DS1 or a DS3 basis, the applicable channelization rates are those specified in Section E6 in BellSouth's Intrastate Access Tariffs, incorporated herein by this reference. SPNP is available only for basic local exchange service.

3.4 Rates

Rates for SPNP are set out in Exhibit A to this Attachment. If no rate is identified in the Attachment, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

4. SPNP Implementation

4.1 SPNP is available only where a CLEC or BellSouth is currently providing, or will begin providing concurrent with provision of SPNP, basic local exchange service to the affected end user. SPNP for a particular telephone number is available only from the central office originally providing local exchange service to the end user. SPNP for a particular assigned telephone number will be disconnected when any end user, Commission, BellSouth, or CLEC initiated activity (e.g., a change in exchange boundaries) would normally result in a telephone number change had the end user retained his initial local exchange service.

4.2.1 SPNP-RCF, as contemplated by this Agreement, is a telecommunications service whereby a call dialed to an SPNP-RCF equipped telephone number is automatically forwarded to an assigned seven- or ten- digit telephone number within the local calling area as defined in BellSouth's General Subscriber Services Tariff. The forwarded-to number shall be specified by the CLEC or BellSouth, as appropriate. The forwarding Party will provide identification of the originating telephone number, via SS7 signaling, to the receiving Party. Identification of the originating telephone number to the SPNP-RCF end user cannot be guaranteed, however. SPNP-RCF provides a single call path for the forwarding of no more than one simultaneous call to the receiving Party's specified forwarded-to number.

4.2.2 SPNP-DID service, as contemplated by this Agreement, provides trunk side access to end office switches for direct inward dialing to the other Party's premises equipment from the telecommunications network to lines associated with the other Party's switching equipment and must be provided on all trunks in a group arranged for inward service. A SPNP-DID trunk termination charge, provided with SS7 Signaling only, applies for each trunk voice grade equivalent. In addition, direct facilities are required from the end office where a ported number resides to the end office serving the ported end user customer. The rates for a switched local channel and switched dedicated transport apply as contained in BellSouth's Intrastate Access Services tariff, as said tariff is amended from time to time. Transport mileage will be calculated as the airline distance between the end office where the number is ported and the Point of Interface ("POI") using the V&H coordinate method. SPNP-DID must be established with a minimum configuration of two channels and one unassigned telephone number per switch, per arrangement for control purposes. Transport facilities arranged for SPNP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities. SPNP-DID will be provided only where such facilities are available and where the switching equipment of the ordering Party is properly equipped. Where SPNP-DID service is required from more than one wire center or from separate trunk groups within the same wire center, such service provided from each wire center or each trunk group within the same wire center shall be considered a separate service. Only customer-dialed sent-paid calls will be completed to the first number of a SPNP-DID number group; however, there are no restrictions on calls completed to other numbers of a SPNP-DID number group. Sent-paid calls refer to those calls placed by an end user who physically

deposits currency in a public telephone. Interface group arrangements provided for terminating the switched transport at the Party's terminal location are as set forth in of BellSouth's Intrastate Access Services Tariff, § E6.1.3.A as amended from time to time.

4.3.1 SPNP-DID Service requires ordering consecutive telephone numbers in blocks of twenty. To order non-consecutive telephone numbers or telephone numbers in less than blocks of twenty, the BFR/NBR process must be used. SS7 Signaling is required for the provision of either of these services.

4.4 The calling Party shall be responsible for payment of the applicable charges for sent-paid calls to the SPNP number. For collect, third-party, or other operator-assisted non-sent paid calls to the ported telephone number, BellSouth or the CLEC shall be responsible for the payment of charges under the same terms and conditions for which the end user would have been liable for those charges. Either Party may request that the other block collect and third party non-sent paid calls to the SPNP-assigned telephone number. If a Party does not request blocking, the other Party will provide itemized local usage detail for the billing of non-sent paid calls on the monthly bill of usage charges provided at the individual end user account level. The detail will include itemization of all billable usage. Each Party shall have the option of receiving this usage data on a daily basis via a data file transfer arrangement. This arrangement will utilize the existing industry uniform standard, known as EMI standards, for exchange of billing data. Files of usage data will be created daily for the optional service. Usage originated and recorded in the sending BellSouth RAO will be provided in unrated or rated format, depending on processing system. CLEC usage originated elsewhere and delivered via CMDS to the sending BellSouth RAO shall be provided in rated format.

4.5 Each Party shall be responsible for obtaining authorization from the end user for the handling of the disconnection of the end user's service, the provision of new local service and the provision of SPNP services. Each Party shall be responsible for coordinating the provision of service with the other to assure that its switch is capable of accepting SPNP ported traffic. Each Party shall be responsible for providing equipment and facilities that are compatible with the other's service parameters, interfaces, equipment and facilities and shall be required to provide sufficient terminating facilities and services at the terminating end of an SPNP call to adequately handle all traffic to that location and shall be solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment, or service of the other Party or any of its end users. In the event that either Party determines in its reasonable judgment that the other Party will likely impair or is impairing, or interfering with any equipment, facility or service or any of its end users, that Party may either refuse to provide SPNP service or may terminate SPNP service to the other Party after providing appropriate notice.

4.6 Each Party shall be responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to SPNP services for

which it is not presently providing local exchange service or terminating to an end user. Where either Party chooses to disconnect or terminate any SPNP service, that Party shall be responsible for designating the preferred standard type of announcement to be provided.

4.7 Each Party shall be the other Party's single point of contact for all repair calls on behalf of each Party's end user. Each Party reserves the right to contact the other Party's customers if deemed necessary for maintenance purposes.

4.8 Neither Party shall be responsible for adverse effects on any service, facility or equipment from the use of SPNP services. End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over SPNP facilities and the fact that another carrier is involved in the provisioning of service. Therefore, end-to-end transmission characteristics cannot be specified by either Party for such calls. Neither Party shall be responsible to the other if any necessary change in protection criteria or in any of the facilities, operation, or procedures of either renders any facilities provided by the other Party obsolete or renders necessary modification of the other Party's equipment.

4.9 For terminating IXC traffic ported to either Party which requires use of either Party's tandem switching, the tandem provider will bill the IXC tandem switching, the interconnection charge, and a portion of the transport, and the other Party will bill the IXC local switching, the carrier common line and a portion of the transport. If the tandem provider is unable to provide the necessary access records to permit the other Party to bill the IXC directly for terminating access to ported numbers, then the tandem provider will bill the IXC full terminating switched access charges at the tandem provider's rate and will compensate the other Party at the tandem Party's tariff rates via a process used by BellSouth to estimate the amount of ported switched access revenues due the other Party. If an intraLATA toll call is delivered, the delivering Party will pay terminating access rates to the other Party. This subsection does not apply in cases where SPNP-DID is utilized for number portability.

5. Transition to Permanent Number Portability

5.1 Once PNP is implemented in an end office both Parties must withdraw their SPNP offerings. The transition from existing SPNP arrangements to PNP shall occur within one hundred twenty (120) days from the date PNP is implemented in the end office. Neither Party shall charge the other Party for conversion from SPNP to PNP. The Parties shall comply with any SPNP/PNP transition processes established by the FCC and State commissions and appropriate industry number portability work groups.

5.1.1 Notwithstanding the foregoing, the Parties acknowledge that the FCC has determined once PNP has been deployed pursuant to the FCC's orders, rules and regulations, that all local exchange carriers (LECs) have the duty to provide PNP.

Therefore, either Party, at any time, may seek appropriate legal or regulatory relief concerning the transition from SPNP to PNP or other related issues.

6. Conversion Policy

6.1 BellSouth implemented the conversion of Interim Number Portability (INP) to Local Number Portability (PNP) as follows:

6.1.1 Conversion of SPNP numbers to PNP is handled as a project.

6.1.2 All SPNP numbers in PNP capable switches will be converted to PNP within 120 days after the end of the phase for that MSA or wire center.

6.1.3 BellSouth will continue to offer SPNP until the completion date of the phase for the wire center.

6.2 Conversion Schedule

6.2.1 The schedule to implement PNP in the 21 MSAs in the BellSouth region is as mandated by the FCC may be viewed by accessing the Carrier Notification Web site. The notification also outlines the conversion schedule for all of BellSouth's switches.

6.3 Specific Conversion activities

6.3.1 The BellSouth Account Teams contact each CLEC with SPNP accounts to negotiate a conversion schedule.

6.3.2 During the 120-day conversion period for each MSA, the Local Carrier Service Center (LCSC) will provide special handling for the requests to convert SPNP to PNP. These requests will be logged by a project manager and project managed to ensure end user service outage is minimal. Unless listing changes are requested, the CLECs may use a specially designed form provided by the project manager or account team in lieu of the Local Service Request (LSR), End User (EU), and Number Portability (NP) forms.

6.3.3 If changes are to be made to the SPNP account, the LSR should follow the normal process flow for ordering instead of the SPNP to PNP conversion plan.

6.4 Firm Order Confirmation

6.4.1 During the conversion period, if a CLEC uses the request form in lieu of the LSR, the form will include provisions for providing a manual FOC. If the request is submitted through EDI, the FOC will be sent back to the CLEC via EDI.

6.5 Routing of Calls to the Local Routing Number (LRN)

6.5.1 Trigger orders are not used for SPNP telephone numbers. Once the activate message is sent to the Number Portability Administration Center (NPAC) by the new service provider, (with exception of the end user's serving wire center) incoming calls are routed to the new provider. Calls from within the end user's servicing wire center will not route to the new Local Routing Number (LRN) until the porting D order processes.

6.6 Permanent Number Solution

6.6.1 BellSouth and Aeneas Communications will adhere to the process flows and cutover guidelines outlined in the LNP Reference Guide accessible via the Internet at the following site: http://www.interconnection.bellsouth.com.

6.6.1.1 BellSouth and Aeneas Communications will work cooperatively to implement changes to PNP process flows ordered by the FCC or as recommended by standard industry fora addressing PNP.

6.6.1.2 Both Parties shall cooperate in the process of porting numbers form one carrier to another so as to limit service outage for the ported subscriber. BellSouth will set LRN unconditional or 10-digit triggers where applicable which should ensure no interruption to the end user. Where triggers are set, BellSouth removes the ported number at the same time the trigger is removed.

6.6.1.2.1 Trigger orders as used in this Attachment refer to a service order issued in advance of the porting of a number utilizing PNP that provides the following: initiates call queries to the AIN SS7 network in advance of the number being ported; and provides for the CLEC to be in control of when a number ports to the new service provider.

6.6.1.3 For porting of numbers where triggers are not set, the Parties shall coordinate the porting of the number between service providers so as to minimize service interruptions to the end user.

6.6.1.4 BellSouth will provide ordering support for Aeneas Communications's PNP requests Monday through Friday 8:00 AM until 8:00 PM EST. BellSouth normal hours of operation for provisioning support are defined in Attachment 6. Ordering and provisioning support required by Aeneas Communications outside of these hours will be considered outside of normal business hours and will be subject to overtime billing. For stand alone PNP where LRN unconditional or 10-digit triggers are set, CLEC may port numbers during times that are supported by NPAC 24 hours a day 7 days a week. BellSouth will provide maintenance assistance to CLEC 24 hours a day 7 days a week to resolve issues arising from the porting of numbers for problems isolated to the BellSouth network.

6.6.1.5 Performance Measurements for BellSouth providing PNP are located in Attachment 9 to this Agreement, incorporated herein by this reference.

6.6.2 BellSouth will use best efforts to update switch translations, where necessary, in time frames that are consistent with the time frames BellSouth's end users experience or as offered to other CLECs.

6.6.3 CLEC may request deployment of PNP according to and pursuant to the rules and regulations set forth in 47 CFR § 52.23.

7. True-up

7.1 **This section applies only to Tennessee and other rates that are interim or expressly subject to true-up under this attachment.**

7.2 The interim prices for Network Elements and Other Services and Local Interconnection shall be subject to true-up according to the following procedures:

7.3 The interim prices shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission which final order meets the criteria of (3) below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions in the General Terms and Conditions and Attachment 1 of this Agreement.

7.4 The Parties may continue to negotiate toward final prices, but in the event that no such agreement is reached within nine (9) months, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in the General Terms and Conditions and Attachment 1 of the Agreement incorporated herein by reference, so long as they file the resulting Agreement with the Commission as a "negotiated Agreement" under Section 252(e) of the Act.

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

8. Operational Support System (OSS) Rates

The terms, conditions and rates for OSS are as set forth in Section 2 of Attachment 2.

BELLSOUTH/Aeneas RATES
SERVICE PROVIDER
NUMBER PORTABILITY

		RATES BY STATE								
DESCRIPTION	**USOC**	**AL**	**FL**	**GA**	**KY**	**LA**	**MS**	**NC**	**SC**	**TN**
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF (1) (2)										
RCF, per number ported (Business Line), 10 paths	TNPBL	NA	NA	NA	NA	NA	NA	$2.25	NA	NA
RCF, per number ported (Residence Line), 6 paths	TNPRL	NA	NA	NA	NA	NA	NA	$1.15	NA	NA
RCF, per number ported (Business Line)	TNPBL	$2.13	NA	$2.03	NA	$2.29	$2.34	$1.66	$2.17	$1.50
NRC - Electronic	TNPBL	$0.65	NA	$0.51	NA	$0.49	$0.6441	$0.71	$0.7046	NA
NRC - Disconnect Charge	TNPBL	$0.07	NA	NA	NA	$0.05	$0.0644	$0.50	NA	NA
RCF, per number ported (Residence Line)	TNPRL	$2.13	NA	$2.03	NA	$2.29	$2.34	$1.66	$2.17	$1.25
NRC	TNPRL	$0.65	NA	$0.51	NA	$0.49	$0.6441	$0.71	$0.7046	NA
NRC - Disconnect Charge	TNPRL	$0.07	NA	NA	NA	$0.05	$0.0644	$0.50	NA	NA
RCF, add'l capacity for simultaneous call forwarding, per additional path	N/A	$0.32	NA	$0.2836	NA	$0.38	$0.3838	$0.32	$0.3854	$0.50
RCF, per service order, per location	(++) Bus = TNPBD Res = TNPRD									
NRC - 1st	TNP++	$1.44	NA	$2.10	NA	$2.02	$2.84	$2.73	$1.37	$25.00
NRC - Add'l	TNP++	$1.44	NA	$2.10	NA	$2.02	$2.84	$2.73	$1.37	$25.00
NRC - Disconnect - 1st	TNP++	$1.44	NA	NA	NA	$2.01	$2.84	NA	NA	NA
NRC - Disconnect - Add'l	TNP++	$1.44	NA	NA	NA	$2.01	$2.84	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	NA	NA	$18.14	$25.52	$45.80	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$27.37	NA	NA	NA	$18.14	$25.52	$45.80	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	$44.70	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	$44.70	NA
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID										
DID per number ported, Residence - NRC	TNPDR	$1.18	NA	$0.93	NA	$0.89	$1.17	$2.25	$2.25	NA
DID per number ported, Residence - NRC - Disconnect	TNPDR	$1.18	NA	NA	NA	$0.90	$1.17	NA	NA	NA
DID per number ported, Business - NRC	TNPDB	$1.18	NA	$0.93	NA	$0.89	$1.17	$2.25	$2.25	NA
DID per number ported, Business - NRC - Disconnect	TNPDB	$1.18	NA	NA	NA	$0.90	$1.17	NA	NA	NA
DID per service order, per location										
NRC - 1st	TNPRD	$1.44	NA	$2.10	NA	$2.02	$2.84	$2.73	$1.37	NA
NRC - Add'l	TNPRD	$1.44	NA	$2.10	NA	$2.02	$2.84	$2.73	$1.37	NA
NRC - Disconnect - 1st	TNPRD	$1.44	NA	NA	NA	$2.01	$2.84	NA	$44.70	NA
NRC - Disconnect - Add'l	TNPRD	$1.44	NA	NA	NA	$2.01	$2.84	NA	$44.70	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$45.80	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$27.37	NA	NA	NA	$18.14	$25.52	$45.80	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
DID, per trunk termination, Initial	TNPT2	$11.84	NA	$10.73	NA	$12.46	$13.78	$11.43	$13.16	NA
DID, per trunk termination, Initial - NRC	TNPT2	$173.73	NA	$135.47	NA	$129.69	$171.68	$217.88	$218.03	NA
DID, per trunk termination, Initial - Disconnect	TNPT2	$50.43	NA	NA	NA	$37.85	$49.86	NA	NA	NA
DID, per trunk termination, Subsequent	TNPT2	$11.84	NA	$10.73	NA	$12.46	$13.78	$11.43	$13.16	NA
DID, per trunk termination, Subsequent - NRC	TNPT2	$51.35	NA	$39.53	NA	$37.85	$50.69	$73.56	$73.63	NA
DID, per trunk termination, Subsequent - Disconnect	TNPT2	$25.00	NA	NA	NA	$18.75	$24.71	NA	NA	NA

NOTES:

If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

1 Until the FCC issues its order implementing a cost recovery mechanism for permanent number portability, the Company will track its costs of providing interim SPNP with sufficient detail to verify the costs. This will facilitate the Florida PSCs consideration of the recovery of these costs in Docket 950737-TP. (FL)

2 BellSouth and CLEC will each bear their own costs of providing remote call forwarding as an interim number portability option. (KY)

Attachment 6

Pre-Ordering, Ordering and Provisioning, Maintenance and Repair

TABLE OF CONTENTS

1. QUALITY OF PRE-ORDERING, ORDERING AND PROVISIONING, MAINTENANCE AND REPAIR.....3

2. ACCESS TO OPERATIONS SUPPORT SYSTEMS.....4

3. MISCELLANEOUS ORDERING AND PROVISIONING GUIDELINES.....5

PRE-ORDERING, ORDERING AND PROVISIONING, MAINTENANCE AND REPAIR

1. Quality of Pre-Ordering, Ordering and Provisioning, Maintenance and Repair

1.1 All the negotiated terms and conditions set forth in this Attachment pertain to pre-ordering, ordering and provisioning and maintenance and repair.

1.2 BellSouth shall provide pre-ordering, ordering and provisioning and maintenance and repair services to Aeneas Communications that are equivalent to the pre-ordering, ordering and provisioning and maintenance and repair services BellSouth provides to itself or any other CLEC, where technically feasible. The guidelines for pre-ordering, ordering and provisioning and maintenance and repair are set forth in the various guides and business rules, as appropriate, and as they are amended from time to time during this Agreement. The guides and business rules may be referenced at the following site:

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

1.3 For purposes of this Agreement, BellSouth's regular working hours for provisioning are defined as follows:

Monday – Friday – 8:00 a.m. – 5:00 p.m. (Excluding Holidays)
(Resale/UNE non-coordinated, coordinated orders and order coordinated-time specific)

Saturday - 8:00 a.m. – 5:00 p.m. (Excluding Holidays)
(Resale/UNE non-coordinated orders)

The above hours represent the hours, either Eastern or Central Time, of where the physical work is being performed.

1.3.1 It is understood and agreed that BellSouth technicians involved in provisioning service to Aeneas Communications may work shifts outside of BellSouth's regular working hours as defined in Section 1.3 above. To the extent that Aeneas Communications requests that work necessarily required in the provisioning of service to be performed outside BellSouth's regular working hours and that work is performed by a BellSouth technician during his or her scheduled shift such that BellSouth does not incur any additional costs in performing the work on behalf of Aeneas Communications, BellSouth will not assess Aeneas Communications additional charges beyond the rates and charges specified in this Agreement.

1.4 All other Aeneas Communications requests for provisioning and installation services are considered outside of the normal hours of operation and may be performed subject to the application of overtime billing charges.

2. Access to Operations Support Systems

2.1 BellSouth shall provide Aeneas Communications access to operations support systems ("OSS") functions for pre-ordering, ordering and provisioning, maintenance and repair and billing. Access to the OSS is available through a variety of means, including electronic interfaces. BellSouth also provides manual interfaces. The OSS functions available to CLECs through the electronic interfaces are:

2.1.1 Pre-Ordering. BellSouth provides electronic access to the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, and upon Commission approval of confidentiality protections, to customer record information. Access is provided through the Local Exchange Navigation System (LENS) interface and the Telecommunications Access Gateway (TAG) interface. Customer Record Information includes but is not limited to, customer specific information in CRIS and RSAG. In addition, Aeneas Communications shall provide to BellSouth access to customer record information including electronic access where available. Otherwise, Aeneas Communications shall provide paper copies of customer record information within the same intervals that BellSouth provides paper copies to Aeneas Communications. The Parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission and further agree that Aeneas Communications and BellSouth will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the State in which the service is provided.

2.1.2 Service Ordering and Provisioning. BellSouth provides electronic options for the exchange of ordering and provisioning information. BellSouth provides an Electronic Data Interchange (EDI) interface, and the TAG ordering interface for non-complex and certain complex resale requests and certain network elements. The EDI interface or the TAG ordering interface may be integrated with the TAG pre-ordering interface by Aeneas Communications. BellSouth provides integrated pre-ordering, ordering and provisioning capability through the LENS interface for non-complex and certain complex resale service requests and certain network element requests.

2.1.3 Service Trouble Reporting and Repair (a.k.a Maintenance and Repair). Service trouble reporting and repair allows Aeneas Communications to report and monitor service troubles and obtain repair services. BellSouth shall offer Aeneas Communications service trouble reporting in a non-discriminatory manner that provides Aeneas Communications the equivalent ability to report and monitor service troubles that BellSouth provides to itself. BellSouth also provides Aeneas Communications an estimated time to repair, an appointment time or a commitment time, as appropriate, on trouble reports. BellSouth provides several options for electronic trouble reporting. For exchange services, BellSouth offers Aeneas Communications non-discriminatory access to the Trouble Analysis Facilitation Interface (TAFI). In addition, BellSouth offers an industry standard,

machine-to-machine Electronic Communications Trouble Administration (ECTA) Gateway interface. For designed services, BellSouth provides non-discriminatory trouble reporting via the ECTA Gateway. BellSouth also offers ECTA functionality through the machine-to-machine EC-CPM/TA interface. If Aeneas Communications requests BellSouth to repair a trouble after normal working hours, Aeneas Communications will be billed the appropriate overtime charges associated with this request pursuant to BellSouth's tariffs. BellSouth and Aeneas Communications agree to adhere to BellSouth's Operational Understanding and as it is amended from time to time during this Agreement which may be accessed via the Internet @ http://www.interconnection.bellsouth.com

2.2 Change Management. BellSouth provides a collaborative process for change management of the electronic interfaces through the Change Control Process (CCP). Guidelines for this process are set forth in the CCP document and as it is amended from time to time during this Agreement.

2.3 BellSouth's Versioning Policy for Industry Standard Machine-to-Machine Electronic Interfaces. Pursuant to the CCP, BellSouth will issue new software releases for new industry standards for its industry standard, machine-to-machine and its human-to-machine electronic interfaces. When a new release of new industry standards is implemented, BellSouth will continue to support both the new release (N) and the prior release (N-1). When BellSouth implements the next release (N+1), BellSouth will eliminate support for the (N-1) release and support the two newest releases (N and N+1). Thus, BellSouth will always support the two most current releases. BellSouth will issue documents to Aeneas Communications with sufficient notice to allow Aeneas Communications to make the necessary changes to their systems and operations to migrate to the newest release in a timely fashion. This policy is set forth in the CCP document and as it is amended from time to time during this Agreement.

2.4 Rates. All costs incurred by BellSouth to develop and implement operational interfaces to the OSS shall be recovered from the carriers that use the services. Charges for use of OSS shall be as set forth in Attachments 1 and 2 of this Agreement.

3. Miscellaneous Ordering and Provisioning Guidelines

3.1 Pending Orders. To ensure the most efficient use of facilities and resources, orders placed in the hold or pending status by Aeneas Communications will be held for a maximum of thirty (30) days from the date the order is placed on hold. After such time, if Aeneas Communications wishes to reinstate an order, Aeneas Communications may be required to submit a new service order.

3.2 Single Point of Contact. Aeneas Communications will be the single point of contact with BellSouth for ordering activity for network elements and other

services used by Aeneas Communications to provide services to its end users, except that BellSouth may accept an order directly from another CLEC, or BellSouth, acting with authorization of the affected end user. Aeneas Communications and BellSouth shall each execute a blanket letter of authorization with respect to customer orders. The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for orders, provided, however, that such processes shall comply with applicable state and federal law including, until superseded, the FCC guidelines and orders applicable to Presubscribed Interexchange Carrier (PIC) changes including Un-PIC. Pursuant to such an order, BellSouth may disconnect any network element associated with the service to be disconnected and being used by Aeneas Communications to provide service to that end user and reuse such network elements or facilities to enable such other LEC to provide service to the end user. BellSouth will notify Aeneas Communications that such an order has been processed, but will not be required to notify Aeneas Communications in advance of such processing.

3.3 Use of Facilities. When a customer of a CLEC elects to discontinue service and transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to CLEC by BellSouth for retail or resale service, loop and/or port for that customer. In addition, BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service from a customer or a customer's CLEC at the same address served by the denied facility.

3.3.1 Upon receipt of a service order, BellSouth will do the following:

3.3.1.1 Process disconnect and reconnect orders to provision the service which shall be due dated using current interval guidelines.

3.3.1.2 Reuse the serving facility for the retail, resale service, or network element at the same location.

3.3.1.3 Notify Aeneas Communications after the disconnect order has been completed.

3.4 Release of Facilities. When a customer of Aeneas Communications or BellSouth elects to change his/her carrier to the other Party, the Party providing service shall release the subscriber's service to the other Party concurrent with the due date of the service order, which shall be established based on the standard interval for the subscriber's requested service as set forth in the BellSouth Product and Services Interval Guide.

3.5 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.

3.6 Subscription Functions. In cases where BellSouth performs subscription functions for an inter-exchange carrier (i.e. PIC and LPIC changes via Customer Account Record Exchange (CARE)), BellSouth will provide the affected inter-exchange

carriers with the Operating Company Number (OCN) of the local provider for the purpose of obtaining end user billing account and other end user information required under subscription requirements.

3.7 Cancellation Charges. If Aeneas Communications cancels an order for network elements or other services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with FCC No. 1 Tariff, Section 5.

3.8 Expedite Charges. For expedited requests by Aeneas Communications, expedited charges will apply for intervals less than the standard interval as outlined in the BellSouth Product and Services Interval Guide. The charges as outlined in BellSouth's FCC No. 1 Tariff, Section 5, will apply.

Attachment 7

Billing

TABLE OF CONTENTS

1. Payment and Billing Arrangements..... 3

2. Billing Disputes..... 6

3. RAO Hosting 6

4. Optional Daily Usage File..... 10

5. Access Daily Usage File 13

Rates…….Exhibit A

BILLING

1. Payment and Billing Arrangements

All negotiated rates, terms and conditions set forth in this Attachment pertain to billing and billing accuracy certifications.

1.1 Billing. BellSouth agrees to provide billing through the Carrier Access Billing System (CABS) and through the Customer Records Information System (CRIS) depending on the particular service(s) that Aeneas Communications requests. BellSouth will bill and record in accordance with this Agreement those charges Aeneas Communications incurs as a result of Aeneas Communications purchasing from BellSouth Network Elements and Other Services as set forth in this Agreement. BellSouth will format all bills in CBOS Standard or CLUB/EDI format, depending on the type of service ordered. For those services where standards have not yet been developed, BellSouth's billing format will change as necessary when standards are finalized by the industry forum.

1.1.1 For any service(s) BellSouth orders from Aeneas Communications, Aeneas Communications shall bill BellSouth in CABS format.

1.1.2 If either Party requests multiple billing media or additional copies of bills, the Billing Party will provide these at a reasonable cost.

1.2 Master Account. After receiving certification as a local exchange company from the appropriate regulatory agency, Aeneas Communications will provide the appropriate BellSouth account manager the necessary documentation to enable BellSouth to establish a master account for Local Interconnection, Network Elements and Other Services, and/or resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number (OCN) assigned by the National Exchange Carriers Association (NECA), Carrier Identification Code (CIC), Group Access Code (GAC), Access Customer Name and Abbreviation (ACNA) and a tax exemption certificate, if applicable.

1.3 Payment Responsibility. Payment of all charges will be the responsibility of Aeneas Communications. Aeneas Communications shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by Aeneas Communications from Aeneas Communications's customer. BellSouth will not become involved in billing disputes that may arise between Aeneas Communications and Aeneas Communications's customer. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an end user's account.

1.4 Payment Due. The payment will be due on or before the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by BellSouth.

If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in Section 1.6, below, shall apply.

1.5 Tax Exemption. Upon proof of tax exempt certification from Aeneas Communications, the total amount billed to Aeneas Communications will not include those taxes or fees for which the CLEC is exempt. Aeneas Communications will be solely responsible for the computation, tracking, reporting and payment of all taxes and like fees associated with the services provided to the end user of Aeneas Communications.

1.6 Late Payment. If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment penalty shall be due to BellSouth. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor and will be applied on a per bill basis. The late factor shall be as set forth in Section A2 of the General Subscriber Services Tariff, Section B2 of the Private Line Service Tariff or Section E2 of the Intrastate Access Tariff, whichever BellSouth determines is appropriate. Aeneas Communications will be charged a fee for all returned checks as set forth in Section A2 of the General Subscriber Services Tariff or pursuant to the applicable state law.

1.7 Discontinuing Service to Aeneas Communications. The procedures for discontinuing service to Aeneas Communications are as follows:

1.7.1 BellSouth reserves the right to suspend or terminate service for nonpayment of services or in the event of prohibited, unlawful or improper use of BellSouth facilities or service or any other violation or noncompliance by Aeneas Communications of the rules and regulations contained in BellSouth's tariffs.

1.7.2 If payment of account is not received by the bill date in the month after the original bill date, BellSouth may provide written notice to Aeneas Communications that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. In addition, BellSouth may, at the same time, give thirty (30)days notice to Aeneas Communications at the billing address to discontinue the provision of existing services to Aeneas Communications at any time thereafter.

1.7.3 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.

1.7.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and Aeneas Communications's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to Aeneas Communications without further notice.

1.7.5 If payment is not received or satisfactory arrangements made for payment by the date given in the written notification, Aeneas Communications's services will be discontinued. Upon discontinuance of service on Aeneas Communications's account, service to Aeneas Communications's end users will be denied. BellSouth will reestablish service at the request of the end user or Aeneas Communications for BellSouth to reestablish service upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. Aeneas Communications is solely responsible for notifying the end user of the proposed service disconnection. If within fifteen (15) days after an end user's service has been denied and no arrangements to reestablish service have been made consistent with this subsection, the end user's service will be disconnected.

1.8 Deposit Policy. When purchasing services from BellSouth, Aeneas Communications will be required to complete the BellSouth Credit Profile and provide information regarding credit worthiness. Based on the results of the credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in its sole discretion, some other form of security. Any such security deposit shall in no way release Aeneas Communications from its obligation to make complete and timely payments of its bill. Such security shall be required prior to the inauguration of service. If, in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security, BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCC1) security interest in Aeneas Communications's "accounts receivables and proceeds." Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff.

1.9 Rates. Rates for Optional Daily Usage File (ODUF), Access Daily Usage File (ADUF), and Centralized Message Distribution Service (CMDS) are set out in Exhibit A to this Attachment. If no rate is identified in this Attachment, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

2. Billing Disputes

2.1 Billing disputes shall be handled pursuant to the terms of this section.

2.1.1 Each Party agrees to notify the other Party in writing upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date.

2.2 If a Party disputes a charge and does not pay such charge by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment penalty shall be assessed. For bills rendered by either Party for payment, the late payment charge for both Parties shall be calculated based on the portion of the payment not received by the payment due date times the late factor as set forth in the following BellSouth tariffs: for services purchased from the General Subscribers Services Tariff for purposes of resale and for ports and non-designed loops, Section A2 of the General Subscriber Services Tariff; for services purchased from the Private Line Tariff for purposes of resale, Section B2 of the Private Line Service Tariff; and for network elements and other services and local interconnection charges, Section E2 of the Access Service Tariff. In no event, however, shall interest be assessed by either Party on any previously assessed late payment charges. The Parties shall assess interest on previously assessed late payment charges only in a state where it has the authority pursuant to its tariffs.

3. RAO Hosting

3.1 RAO Hosting, Calling Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to Aeneas Communications by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.

3.2 Aeneas Communications shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.

3.3 Compensation amounts, if applicable, will be billed by BellSouth to Aeneas Communications on a monthly basis in arrears. Amounts due from one Party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.

3.4 Aeneas Communications must have its own unique hosted RAO code. Requests for establishment of RAO status where BellSouth is the selected CMDS interfacing host, require written notification from Aeneas Communications to the BellSouth

RAO Hosting coordinator at least eight (8) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the Parties with consideration given to time necessary for the completion of required Telcordia (formerly BellCore) functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently Telcordia (formerly BellCore), on behalf of Aeneas Communications and will coordinate all associated conversion activities.

3.5 BellSouth will receive messages from Aeneas Communications that are to be processed by BellSouth, another LEC or CLEC in the BellSouth region or a LEC outside the BellSouth region.

3.6 BellSouth will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from Aeneas Communications.

3.7 All data received from Aeneas Communications that is to be processed or billed by another LEC or CLEC within the BellSouth region will be distributed to that LEC or CLEC in accordance with the Agreement(s) which may be in effect between BellSouth and the involved LEC or CLEC.

3.8 All data received from Aeneas Communications that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor (currently Telcordia (formerly BellCore)).

3.9 BellSouth will receive messages from the CMDS network that are destined to be processed by Aeneas Communications and will forward them to Aeneas Communications on a daily basis.

3.10 Transmission of message data between BellSouth and Aeneas Communications will be via CONNECT:Direct.

3.11 All messages and related data exchanged between BellSouth and Aeneas Communications will be formatted in accordance with accepted industry standards for EMI formatted records and packed between appropriate EMI header and trailer records, also in accordance with accepted industry standards.

3.12 Aeneas Communications will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.

3.13 Should it become necessary for Aeneas Communications to send data to BellSouth more than sixty (60) days past the message date(s), Aeneas Communications will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and Aeneas Communications to notify all affected Parties.

3.14 In the event that data to be exchanged between the two Parties should become lost or destroyed, both Parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible Party (BellSouth or Aeneas Communications) identified and agreed to, the company responsible for creating the data (BellSouth or Aeneas Communications) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible Party will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the Parties.

3.15 Should an error be detected by the EMI format edits performed by BellSouth on data received from Aeneas Communications, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify Aeneas Communications of the error condition. Aeneas Communications will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, Aeneas Communications will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.

3.16 In association with message distribution service, BellSouth will provide Aeneas Communications with associated intercompany settlements reports (CATS and NICS) as appropriate.

3.17 In no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this Agreement.

3.18 RAO Compensation

3.18.1 Rates for message distribution service provided by BellSouth for Aeneas Communications are as set forth in Exhibit A to this Attachment.

3.18.2 Rates for data transmission associated with message distribution service are as set forth in Exhibit A to this Attachment.

3.18.3 Data circuits (private line or dial-up) will be required between BellSouth and Aeneas Communications for the purpose of data transmission. Where a dedicated line is required, Aeneas Communications will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Aeneas Communications will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a

case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Aeneas Communications. Additionally, all message toll charges associated with the use of the dial circuit by Aeneas Communications will be the responsibility of Aeneas Communications. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties.

3.18.4 All equipment, including modems and software, that is required on the Aeneas Communications end for the purpose of data transmission will be the responsibility of Aeneas Communications.

3.19 Intercompany Settlements Messages

3.19.1 This Section addresses the settlement of revenues associated with traffic originated from or billed by Aeneas Communications as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one Bell operating territory and bills in another Bell operating territory is included. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between Aeneas Communications and the involved company(ies), unless that company is participating in NICS.

3.19.2 Both traffic that originates outside the BellSouth region by Aeneas Communications and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by Aeneas Communications, is covered by this Agreement (CATS). Also covered is traffic that either is originated by or billed by Aeneas Communications, involves a company other than Aeneas Communications, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).

3.19.3 Once Aeneas Communications is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via Telcordia (formerly BellCore)'s, its successor or assign, NICS system.

3.19.4 BellSouth will receive the monthly NICS reports from Telcordia (formerly BellCore), its successor or assign, on behalf of Aeneas Communications. BellSouth will distribute copies of these reports to Aeneas Communications on a monthly basis.

3.19.5 BellSouth will receive the monthly Calling Card and Third Number Settlement System (CATS) reports from Telcordia (formerly BellCore), its successor or assign, on behalf of Aeneas Communications. BellSouth will distribute copies of these reports to Aeneas Communications on a monthly basis.

3.19.6 BellSouth will collect the revenue earned by Aeneas Communications from the Bell operating company in whose territory the messages are billed (CATS), less a

per message billing and collection fee of five cents ($0.05), on behalf of Aeneas Communications. BellSouth will remit the revenue billed by Aeneas Communications to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents ($0.05), on behalf on Aeneas Communications. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to Aeneas Communications via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

3.19.7 BellSouth will collect the revenue earned by Aeneas Communications within the BellSouth territory from another CLEC also within the BellSouth territory (NICS) where the messages are billed, less a per message billing and collection fee of five cents ($0.05), on behalf of Aeneas Communications. BellSouth will remit the revenue billed by Aeneas Communications within the BellSouth region to the CLEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee of five cents ($0.05). These two amounts will be netted together by BellSouth and the resulting charge or credit issued to Aeneas Communications via a monthly CABS miscellaneous bill.

BellSouth and Aeneas Communications agree that monthly netted amounts of less than fifty dollars ($50.00) will not be settled.

4. Optional Daily Usage File

4.1 Upon written request from Aeneas Communications, BellSouth will provide the Optional Daily Usage File (ODUF) service to Aeneas Communications pursuant to the terms and conditions set forth in this section.

4.2 Aeneas Communications shall furnish all relevant information required by BellSouth for the provision of the ODUF.

4.3 The Optional Daily Usage Feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a Aeneas Communications customer.

4.4 Charges for delivery of the ODUF will appear on Aeneas Communicationss' monthly bills. The charges are as set forth in Exhibit A to this Attachment.

4.5 The Optional Daily Usage Feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

4.6 Messages that error in the billing system of Aeneas Communications will be the responsibility of Aeneas Communications. If, however, Aeneas Communications should encounter significant volumes of errored messages that prevent processing by Aeneas Communications within its systems, BellSouth will work with Aeneas

Communications to determine the source of the errors and the appropriate resolution.

4.7 The following specifications shall apply to the Optional Daily Usage Feed.

4.7.1 Usage To Be Transmitted

4.7.1.1 The following messages recorded by BellSouth will be transmitted to Aeneas Communications:

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

- Measured billable Local

- Directory Assistance messages

- IntraLATA Toll

- WATS and 800 Service

- N11

- Information Service Provider Messages

- Operator Services Messages

- Operator Services Message Attempted Calls (Network Element only)

- Credit/Cancel Records

- Usage for Voice Mail Message Service

4.7.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on ODUF. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.

4.7.1.3 BellSouth will perform duplicate record checks on records processed to ODUF. Any duplicate messages detected will be deleted and not sent to Aeneas Communications.

4.7.1.4 In the event that Aeneas Communications detects a duplicate on ODUF they receive from BellSouth, Aeneas Communications will drop the duplicate message (Aeneas Communications will not return the duplicate to BellSouth).

4.7.2 Physical File Characteristics

4.7.2.1 ODUF will be distributed to Aeneas Communications via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a variable block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.

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

4.7.3 Packing Specifications

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

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

The data will be packed using ATIS EMI records.

4.7.4 Pack Rejection

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

4.7.5 Control Data

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

4.7.6 Testing

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

5. Access Daily Usage File

5.1. Upon written request from Aeneas Communications, BellSouth will provide the Access Daily Usage File (ADUF) service to Aeneas Communications pursuant to the terms and conditions set forth in this section.

5.2 Aeneas Communications shall furnish all relevant information required by BellSouth for the provision of ADUF.

5.3 ADUF will contain access messages associated with a port that Aeneas Communications has purchased from BellSouth

5.4 Charges for delivery of ADUF will appear on Aeneas Communications's monthly bills. The charges are as set forth in Exhibit A to this Attachment. All messages will be in the standard ATIS EMI record format.

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

5.6 Usage To Be Transmitted

5.6.1 The following messages recorded by BellSouth will be transmitted to Aeneas Communications:

5.6.1.1 Recorded originating and terminating interstate and intrastate access records associated with a port.

5.6.1.2 Recorded terminating access records for undetermined jurisdiction access records associated with a port.

5.6.2 When Aeneas Communications purchases Network Element ports from BellSouth and calls are made using these ports, BellSouth will handle the calls as follows:

5.6.2.1 Originating from Network Element and carried by Interexchange Carrier:

5.6.2.1.1 BellSouth will bill network element to CLEC and send access record to the CLEC via ADUF.

5.6.2.2 Originating from network element and carried by BellSouth (Aeneas Communications is BellSouth's toll customer).

5.6.2.3 Terminating on network element and carried by Interexchange Carrier:

5.6.2.3.1 BellSouth will bill network element to Aeneas Communications and send access record to Aeneas Communications.

5.6.2.4 Terminating on network element and carried by BellSouth:

5.6.2.4.1 BellSouth will bill network element to Aeneas Communications and send access record to Aeneas Communications.

5.6.3 BellSouth will perform duplicate record checks on records processed to ADUF. Any duplicate messages detected will be dropped and not sent to Aeneas Communications.

5.6.4 In the event that Aeneas Communications detects a duplicate on ADUF they receive from BellSouth, Aeneas Communications will drop the duplicate message (Aeneas Communications will not return the duplicate to BellSouth.)

5.6.5 Physical File Characteristics

5.6.5.1 ADUF will be distributed to Aeneas Communications via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a fixed block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (210 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.

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

5.6.6 Packing Specifications

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

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

The data will be packed using ATIS EMI records.

5.6.7 Pack Rejection

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

5.6.8 Control Data

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

5.6.9 Testing

5.6.9.1 Upon request from Aeneas Communications, BellSouth shall send a test file of generic data to Aeneas Communications via Connect:Direct or Text File via E-Mail. The Parties agree to review and discuss the test file's content and/or format.

BELLSOUTH/Aeneas RATES
ODUF/ADUF/CMDS

		RATES BY STATE								
DESCRIPTION	**USOC**	**AL**	**FL**	**GA**	**KY**	**LA**	**MS**	**NC**	**SC**	**TN**
ODUF/ADUF/CMDS										
ODUF: Recording, per message	N/A	$0.0002	$0.008	$0.0001275	$0.0008611	$0.00019	$0.0001179	$0.0003	$0.0002862	$0.008
ODUF: Message Processing, per message	N/A	$0.0033	$0.004	$0.0082548	$0.0032357	$0.0024	$0.0032089	$0.0032	$0.0032344	$0.004
ADUF: Message Processing, per message	N/A	$0.004	$0.004	$0.0136327	$0.004	$0.004	$0.004	$0.004	$0.004	$0.004
CMDS: Message Processing, per message	N/A	$0.004	$0.004	$0.004	$0.004	$0.004	$0.004	$0.004	$0.004	$0.004
ODUF: Message Processing, per magnetic tape provisioned	N/A	$55.19	$54.95	$28.85	$55.68	$47.30	$54.62	$54.61	$54.72	$54.95
ODUF: Data Transmission (CONNECT:DIRECT), per message	N/A	$0.00004	$0.001	$0.0000434	$0.0000365	$0.00003	$0.0000354	$0.0004	$0.0000357	$0.001
ADUF: Data Transmission (CONNECT:DIRECT), per message	N/A	$0.001	$0.001	$0.0000434	$0.001	$0.001	$0.001	$0.001	$0.001	$0.001
CMDS: Data Transmission (CONNECT:DIRECT), per message	N/A	$0.001	$0.001	$0.001	$0.001	$0.001	$0.001	$0.001	$0.001	$0.001

NOTES:

If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

Attachment 8

Rights-of-Way, Conduits and Pole Attachments

Rights-of-Way, Conduits and Pole Attachments

BellSouth will provide nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth pursuant to 47 U.S.C. § 224, as amended by the Act, pursuant to terms and conditions of a license agreement subsequently negotiated with BellSouth's Competitive Structure Provisioning Center.

Attachment 9

Performance Measurements

Performance Measurements

Upon a particular Commission's issuance of an Order pertaining to Performance Measurements in a proceeding expressly applicable to all CLECs generally, BellSouth shall implement in that state such Performance Measurements as of the date specified by the Commission.

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
Aeneas Communications
BellSouth Standard Interconnection Agreement

Agreement Effective Date:	**Agreement Expiration Date:**
Account Manager:	**Account Manager Tel No:**

Attachment Name/Number	Section Number	Version Date	Planned Activities
Terms/Conditions	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	10		
	11		
	12		
	13		
	14		
	15		
	16		
	17		
	18		
	19		
	20		
	21		
	22		
	23		
	24		
	25		
	26		
	27		

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
Aeneas Communications
BellSouth Standard Interconnection Agreement

Attachment Name/Number	Section Number	Version Date	Planned Activities
	28		
	29		
	30		
	31		
	32		
	33		
1-Resale	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	10		
	11		
	12		
	Exhibit A		
	Exhibit B		
	Exhibit C		
	Exhibit D		
	Exhibit E		
	Exhibit F		
2-Network Elements & Oth Svs	1		
	2		
	3		
	4		
	5		
	6		

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
Aeneas Communications
BellSouth Standard Interconnection Agreement

Attachment Name/Number	Section Number	Version Date	Planned Activities
	7		
	8		
	9		
	10		
	11		
	12		
	13		
	Exhibit A		
	Exhibit B		
	Exhibit C		
3-Local Interconnection	1		
	2		
	3		
	4		
	5		
	6		
	7		
	Exhibit A		
	Exhibit B		
	Exhibit C		
	Exhibit D		
	Exhibit E		
4-Physical Collocation	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
Aeneas Communications
BellSouth Standard Interconnection Agreement

Attachment Name/Number	Section Number	Version Date	Planned Activities
	9		
	10		
	11		
	12		
	13		
	14		
	Exhibit A		
	Exhibit B		
5-Access to Numbers/Num Portability	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	Exhibit A		
6-Pre-Ordering,Ordering/ Provisioning/Maint/Repair	1		
	2		
	3		
7-Billing	1		
	2		
	3		
	4		
	5		
	Exhibit A		
8-ROW/Conduits/PoleAtt	1		
9-Perf Measurement			
10-Agrmt Implementation Template			
11-Disaster Recovery			

AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
Aeneas Communications
BellSouth Standard Interconnection Agreement

Agreement Effective Date:	**Agreement Expiration Date:**
Account Manager:	**Account Manager Tel No:**

Attachment Name	Section No.	Version Date	Planned Activities
Terms/Conditions	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	10		
	11		
	12		
	13		
	14		
	15		
	16		
	17		
	18		
	19		
	20		
	21		
	22		
	23		
	24		
	25		
	26		
	27		

Attachment Name	Section No.	Version Date	Planned Activities
	28		
	29		
	30		
	31		
	32		
	33		
1-Resale	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	10		
	11		
	12		
	Exhibit A		
	Exhibit B		
	Exhibit C		
	Exhibit D		
	Exhibit E		
	Exhibit F		
2-Network Elements & Other Services	1		
	2		
	3		
	4		
	5		
	6		

Attachment Name	Section No.	Version Date	Planned Activities
	7		
	8		
	9		
	10		
	11		
	12		
	13		
	Exhibit A		
	Exhibit B		
	Exhibit C		
3-Local Interconnection	1		
	2		
	3		
	4		
	5		
	6		
	7		
	Exhibit A		
	Exhibit B		
	Exhibit C		
	Exhibit D		
	Exhibit E		
4-Physical Collocation	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		

AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
Aeneas Communications
BellSouth Standard Interconnection Agreement

Attachment Name	Section No.	Version Date	Planned Activities
	9		
	10		
	11		
	12		
	13		
	14		
	Exhibit A		
	Exhibit B		
5-Access to Numbers/Num Portability	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	Exhibit A		
6-Pre-Ord/Ord/Prov/Maint/ Repair	1		
	2		
	3		
7-Billing	1		
	2		
	3		
	4		
	5		
	Exhibit A		
8-ROW/Conduits/PoleAtt	1		
9-Perf Measurement			
10-Agmt Implementation Template			

AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
Aeneas Communications
BellSouth Standard Interconnection Agreement

Attachment Name	Section No.	Version Date	Planned Activities
11-Disaster Recovery Plan			

Attachment 11
BellSouth Disaster Recovery Plan

The attached BellSouth Disaster Recovery Plan is for the state of Tennessee. The BellSouth Disaster Recovery Plan for the remaining states can be accessed via the internet @ http://www.interconnection.bellsouth.com.

2000
BELLSOUTH
TENNESSEE
DISASTER RECOVERY PLANNING

For

CLECS

CONTENTS

PAGE

1.0 Purpose 4
2.0 Single Point of Contact 4
3.0 Identifying the Problem 4
3.1 Site Control 5
3.2 Environmental Concerns 6
4.0 The Emergency Control Center (ECC) 6
5.0 Recovery Procedures 7
5.1 CLEC Outage 7
5.2 BellSouth Outage 7
5.2.1 Loss of Central Office 8
5.2.2 Loss of a Central Office with Serving Wire Center Functions 8
5.2.3 Loss of a Central Office with Tandem Functions 8
5.2.4 Loss of a Facility Hub 9
5.3 Combined Outage (CLEC and BellSouth Equipment 9
6.0 T1 Identification Procedures 9
7.0 Acronyms 10

1.0 PURPOSE

In the unlikely event of a disaster occurring that affects BellSouth's long-term ability to deliver traffic to a Competitive Local Exchange Carrier (CLEC), general procedures have been developed to hasten the recovery process. Since each location is different and could be affected by an assortment of potential problems, a detailed recovery plan is impractical. However, in the process of reviewing recovery activities for specific locations, some basic procedures emerge that appear to be common in most cases.

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

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

2.0 SINGLE POINT OF CONTACT

When a problem is experienced, regardless of the severity, the BellSouth Network Management Center (NMC) will observe traffic anomalies and begin monitoring the situation. Controls will be appropriately applied to insure the sanity of BellSouth's network; and, in the event that a switch or facility node is lost, the NMC will attempt to circumvent the failure using available reroutes.

BellSouth's NMC will remain in control of the restoration efforts until the problem has been identified as being a long-term outage. At that time, the NMC will contact BellSouth's Emergency Control Center (ECC) and relinquish control of the recovery efforts. Even though the ECC may take charge of the situation, the NMC will continue to monitor the circumstances and restore traffic as soon as damaged network elements are revitalized.

The telephone number for the BellSouth Network Management Center in Atlanta, as published in Telcordia's National Network Management Directory, is 404-321-2516.

3.0 IDENTIFYING THE PROBLEM

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

Once the nature of the disaster is determined and after verifying the cause of the problem, the NMC will initiate reroutes and/or transfers that are jointly agreed upon by the affected CLECs' Network Management Center and the BellSouth NMC. The type and percentage of controls used will depend upon available network capacity. Controls necessary to stabilize the situation will be invoked and the NMC will attempt to re-establish as much traffic as possible.

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

3.1 SITE CONTROL

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

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

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

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

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

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

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

3.2 ENVIRONMENTAL CONCERNS

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

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

1. Emergency engine fuel supply. Damage to the standby equipment and the fuel handling equipment could have created "spill" conditions that have to be handled within state and federal regulations.

2. Asbestos containing materials that may be spread throughout the wreckage. Asbestos could be in many components of building, electrical, mechanical, outside plant distribution, and telephone systems.

3. Lead and acid. These materials could be present in potentially large quantities depending upon the extent of damage to the power room.

4. Mercury and other regulated compounds resident in telephone equipment.

5. Other compounds produced by the fire or heat.

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

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

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

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

4.0 THE EMERGENCY CONTROL CENTER (ECC)

The ECC is located in the Colonnade Building in Birmingham, Alabama. During an emergency, the ECC staff will convene a group of pre-selected experts to inventory the damage and initiate corrective actions. These experts have regional access to BellSouth's personnel and equipment and will assume control of the restoration activity anywhere in the nine-state area.

In the past, the ECC has been involve with restoration activities resulting from hurricanes, ice storms and floods. They have demonstrated their capabilities during these calamities as well as

during outages caused by human error or equipment failures. This group has an excellent record of restoring service as quickly as possible.

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

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

5.0 RECOVERY PROCEDURES

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

5.1 CLEC OUTAGE

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

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

5.2 BELLSOUTH OUTAGE

Because BellSouth's equipment has varying degrees of impact on the service provided to the CLECs, restoring service from damaged BellSouth equipment is different. The outage will probably impact a number of Carriers simultaneously. However, the ECC will be able to initiate immediate actions to correct the problem.

A disaster involving any of BellSouth's equipment locations could impact the CLECs, some more than others. A disaster at a Central Office (CO) would only impact the delivery of traffic to and from that one location, but the incident could affect many Carriers. If the Central Office is a Serving Wire Center (SWC), then traffic from the entire area to those Carriers served from that switch would also be impacted. If the switch functions as an Access Tandem, or there is a tandem in the building, traffic from every CO to every CLEC could be interrupted. A disaster that destroys a facility hub could disrupt various traffic flows, even though the switching equipment may be unaffected.

The NMC would be the first group to observe a problem involving BellSouth's equipment. Shortly after a disaster, the NMC will begin applying controls and finding re-routes for the

completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from the CLECs involved. In some cases, changes in translations will be required. If the outage is caused by the destruction of equipment, then the ECC will assume control of the restoration.

5.2.1 Loss of a Central Office

When BellSouth loses a Central Office, the ECC will

a) Place specialists and emergency equipment on notice;

b) Inventory the damage to determine what equipment and/or functions are lost;

c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;

d) Begin reconnecting service for Hospitals, Police and other emergency agencies; and

e) Begin restoring service to CLECs and other customers.

5.2.2 Loss of a Central Office with Serving Wire Center Functions

The loss of a Central Office that also serves as a Serving Wire Center (SWC) will be restored as described in section 5.2.1.

5.2.3 Loss of a Central Office with Tandem Functions

When BellSouth loses a Central Office building that serves as an Access Tandem and as a SWC, the ECC will

a) Place specialists and emergency equipment on notice;

b) Inventory the damage to determine what equipment and/or functions are lost;

c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;

d) Begin reconnecting service for Hospitals, Police and other emergency agencies;

e) Re-direct as much traffic as possible to the alternate access tandem (if available) for delivery to those CLECs utilizing a different location as a SWC;

f) Begin aggregating traffic to a location near the damaged building. From this location, begin re-establishing trunk groups to the CLECs for the delivery of traffic normally found on the direct trunk groups. (This aggregation point may be the alternate access tandem location or another CO on a primary facility route.)

g) Begin restoring service to CLECs and other customers.

5.2.4 Loss of a Facility Hub

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

a) Placing specialists and emergency equipment on notice;

b) Inventorying the damage to determine what equipment and/or functions are lost;

c) Moving containerized emergency equipment to the stricken area, if necessary;

d) Reconnecting service for Hospitals, Police and other emergency agencies; and

e) Restoring service to CLECs and other customers. If necessary, BellSouth will aggregate the traffic at another location and build temporary facilities. This alternative would be viable for a location that is destroyed and building repairs are required.

5.3 COMBINED OUTAGE (CLEC AND BELLSOUTH EQUIPMENT)

In some instances, a disaster may impact BellSouth's equipment as well as the CLECs'. This situation will be handled in much the same way as described in section 5.2.3. Since BellSouth and the CLECs will be utilizing temporary equipment, close coordination will be required.

6.0 T1 IDENTIFICATION PROCEDURES

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

7.0 ACRONYMS

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

Hurricane Information

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

Hurricane-related information can also be found on line at http://www.interconnection.bellsouth.com/network/disaster/dis_resp.htm. Information concerning Mechanized Disaster Reports can also be found at this website by clicking on CURRENT MDR REPORTS or by going directly to http://www.interconnection.bellsouth.com/network/disaster/mdrs.htm.

BST Disaster Management Plan

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

Attachment 12

Bona Fide Request and New Business Requests Process

BONA FIDE REQUEST AND NEW BUSINESS REQUESTS PROCESS

1.0 The Parties agree that Aeneas Communications is entitled to order any Network Element, Interconnection option, service option or Resale Service required to be made available by the Communications Act of 1934, as modified by the Telecommunications Act of 1996 (the "Act"), FCC requirements or State Commission requirements. Aeneas Communications also shall be permitted to request the development of new or revised facilities or service options which are not required by the Act. Procedures applicable to requesting the addition of such facilities or service options are specified in this Attachment 12.

2.0 Bona Fide Requests ("BFR") are to be used when Aeneas Communications makes a request of BellSouth to provide a new or modified network element, interconnection option, or other service option pursuant to the Act that was not previously included in the Agreement. New Business Requests ("NBRs") are to be used when Aeneas Communications makes a request of BellSouth to provide a new or custom capability or function to meet Aeneas Communications's business needs that was not previously included in the Agreement. The BFR/NBR process is intended to facilitate the two-way exchange of information between Aeneas Communications and BellSouth, necessary for accurate processing of requests in a consistent and timely fashion.

3.0 A BFR shall be submitted in writing by Aeneas Communications and shall specifically identify the required service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. Such a request also shall include a Aeneas Communications's designation of the request as being (i) pursuant to the Telecommunications Act of 1996 (i.e. a "BFR") or (ii) pursuant to the needs of the business (i.e. a "NBR"). The request shall be sent to Aeneas Communications's Account Executive.

4.0 Aeneas Communications may cancel a BFR or NBR at any time. If Aeneas Communications cancels the request more than three (3) business days after submitting it, Aeneas Communications shall pay BellSouth's reasonable and demonstrable costs of processing and/or implementing the BFR or NBR up to the date of cancellation. If Aeneas Communications does not cancel a BFR or NBR, Aeneas Communications shall pay BellSouth's reasonable and demonstrable costs of processing and implementing the request.

5.0 Within twenty-five (25) business days of its receipt of a BFR or NBR from Aeneas Communications, BellSouth shall respond to Aeneas Communications by providing a preliminary analysis of such Interconnection, Network Element, or other facility or service option that

is the subject of the BFR or NBR. The preliminary analysis shall confirm that BellSouth will either offer access to the Interconnection, Network Element, or other facility or service option, or provide an explanation of why it is not technically feasible and/or why the request does not qualify as an Interconnection, Network Element, or is not otherwise required to be provided under the Act.

6.0 If BellSouth determines that the Interconnection, Network Element, or other facility or service option that is the subject of the BFR is technically feasible, BellSouth shall propose a firm price and a detailed implementation plan within fifty (50) business days after receipt of the BFR. BellSouth may, but shall not be required to, provide a firm time and cost proposal for a NBR.

7.0 Within thirty (30) business days after its receipt of (i) a refusal of BellSouth to provide a BFR or NBR price quote, or (ii) the BFR or NBR price quote and implementation plan from BellSouth, Aeneas Communications must either confirm or cancel its order for such facility or service option. If it believes such quote is not consistent with the requirements of the Act, Aeneas Communications may at that time seek FCC or state Commission arbitration of its request, as appropriate. Any such arbitration applicable to Network Elements and/or Interconnection shall be conducted in accordance with standards prescribed in Section 252 of the Act.

8.0 Unless Aeneas Communications agrees otherwise, all prices shall be consistent with the pricing principles of the Act, FCC and/or the State Commission.

9.0 If either Party to a BFR or NBR believes that the other Party is not requesting, negotiating, or processing the Bona Fide Request in good faith, or disputes a determination, or price or cost quote, such Party may seek FCC or state Commission resolution of the dispute, as appropriate.

10.0 Upon agreement to the terms of a BFR or NBR, an amendment to the Agreement may be required.

FIRST AMENDMENT TO
INTERCONNECTION AGREEMENT BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
AND AENEAS COMMUNICATIONS LLC.
DATED JANUARY 09, 2001.

Pursuant to this Agreement (the "Amendment"), BellSouth Telecommunications, Inc. ("BellSouth") Aeneas Communications, LLC ("Aeneas") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties dated January 09, 2001 pertaining to the state of Tennessee ("Interconnection Agreement").

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, BellSouth and Aeneas hereby covenant and agree as follows:

1. Pursuant to Section 16.2 - General Terms and Conditions of the Interconnection Agreement, the Parties hereby agree to delete in its entirety Attachment 2, including the rate exhibits thereto, and replace same with Attachment 2, including the corresponding rate exhibits applicable to the state of Tennessee. Said replacement Attachment 2, including rate exhibits, is attached hereto as Exhibit "A"

2. Notwithstanding anything to the contrary in the Interconnection Agreement, the Parties hereby agree that the terms and conditions and rates as set forth in Exhibits A of this Amendment shall become effective between the Parties upon execution of this Amendment and shall be applied on a prospective basis from the effective date of this Amendment, and shall not be applied retroactively.

3. The Parties agree that all of the other provisions of the Interconnection Agreement dated January 09, 2001, together with all amendments in effect as of the date of the execution of this Amendment, to the extent not inconsistent with this Amendment, shall remain in full force and effect.

4. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the Tennessee State Public Service Commissions or other regulatory body having jurisdiction over the subject matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

BellSouth Telecommunications, Inc.	Aeneas Communications, LLC
___Signature on File_____	_____Signature on File_____
By:_____Greg Follensbee_____	By:__Jonathan Harlan_____
Title: _____Senior Director_____	
Title:_____CEO_____	
DATE: ___07/5/2001_____	DATE: _____06/25/2001_____

Attachment 2

Network Elements and Other Services

TABLE OF CONTENTS

1. INTRODUCTION.. 3

2. UNBUNDLED LOOPS 4

3. HIGH FREQUENCY SPECTRUM NETWORK ELEMENT..24

4. LOCAL SWITCHING..27

5. UNBUNDLED NETWORK ELEMENT COMBINATIONS...34

6. TRANSPORT, CHANNELIZATION AND DARK FIBER 40

7. BELLSOUTH SWA 8XX TOLL FREE DIALING TEN DIGIT SCREENING SERVICE....................45

8. LINE INFORMATION DATABASE (LIDB)..46

9. SIGNALING 48

10. OPERATOR SERVICES AND DIRECTORY ASSISTANCE SERVICES 56

11. AUTOMATIC LOCATION IDENTIFICATION/DATA MANAGEMENT SYSTEM (ALI/DMS).......61

12. CALLING NAME (CNAM) DATABASE SERVICE...62

13. SERVICE CREATION ENVIRONMENT AND SERVICE MANAGEMENT SYSTEM (SCE/SMS) ADVANCED INTELLIGENT NETWORK (AIN) ACCESS
… … … … … … … … … … … .... .63 … …

14. BASIC 911 AND E911
..… 64

15. OPERATORATIONAL SUPPORT SYSTEMS (OSS)… ..65

LIDB Storage Agreement .... Exhibit A

Rates .... Exhibit B

ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

1. Introduction

1.1 This Attachment sets forth rates, terms and conditions for Network Elements and combinations of Network Elements that BellSouth agrees to offer to Aeneas in accordance with its obligations under Section 251(c)(3) of the Act. Additionally, this Attachment sets forth the rates, terms and conditions for other services BellSouth makes available to Aeneas. The price for each Network Element and combination of Network Elements and other services are set forth in Exhibit C of this Agreement. Additionally, the provision of a particular Network Element or service may require Aeneas to purchase other Network Elements or services.

1.2 For purposes of this Agreement**; "**Network Element**"** is defined to mean a facility or equipment Aeneasused in the provision of a telecommunications service. For purposes of this Agreement, combinations of Network Elements shall be referred to as "Combinations."

1.3 BellSouth shall, upon request of Aeneas, and to the extent technically feasible, provide to Aeneas access to its Network Elements for the provision of Aeneas's telecommunications services. If no rate is identified in this Agreement, the rate for the specific service or function will be as set forth in the applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

1.4 Aeneas may purchase Network Elements and other services from BellSouth for the purpose of combining such network elements in any manner Aeneas chooses to provide telecommunication services to its intended users, including recreating existing BellSouth services. With the exception of the sub-loop Network Elements which are located outside of the central office, BellSouth shall deliver the Network Elements purchased by Aeneas to the designated Aeneas collocation space.

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

1.6 **Rates**

1.6.1 The prices that Aeneas shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit B to this Attachment. If Aeneas purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.

1.6.2 Cancellation Charges**.** If Aeneas cancels an order for Network Elements or other services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with FCC No. 1 Tariff, Section 5.

1.6.3 Expedite Charges**.** For expedited requests by Aeneas, expedited charges will apply for intervals less than the standard interval as outlined in the BellSouth Product and Services Interval Guide. The charges as outlined in BellSouth's FCC No. 1 Tariff, Section 5, will apply.

1.6.4 Order cancellation and expedite charges will apply in accordance with the terms and conditions specified in Attachment 6.

1.6.5 If Aeneas modifies an order (Order Modification Charge (OMC)) after being sent a Firm Order Confirmation (FOC) from BellSouth, any costs incurred by BellSouth to accommodate the modification will be paid by Aeneas in accordance with FCC No. 1 Tariff, Section 5.

1.6.6 A one-month minimum billing period shall apply to all UNE conversions or new installations.

2. Unbundled Loops

2.1 General

2.1.1 The local loop Network Element ("Loop") is defined as a transmission facility between a distribution frame (or its equivalent) in BellSouth's central office and the loop demarcation point at an end-user customer premises, including inside wire owned by BellSouth. The local loop Network Element includes all features, functions, and capabilities of the transmission facilities, including dark fiber and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers) and line conditioning.

2.1.2 The provisioning of a Loop to Aeneas's collocation space will require cross-office cabling and cross-connections within the central office to connect the Loop to a local switch or to other transmission equipment. These cross-connects are separate components, that are not considered a part of the Loop, and thus, have a separate charge.

2.1.3 To the extent available within BellSouth's network at a particular location, BellSouth will offer Loops capable of supporting telecommunications services. If a requested loop type is not available, and cannot be made available through BellSouth's Unbundled Loop Modification process, then Aeneas can use the Special Construction process to request that BellSouth place facilities in order to meet Aeneas's loop requirements. Standard Loop intervals shall not apply to the Special Construction process.

2.1.4 Where facilities are available, BellSouth will install Loops in compliance with BellSouth's Products and Services Interval Guide available at the website at http://www.interconnection.bellsouth.com. For orders of 15 or more Loops, the installation and any applicable Order Coordination as described below will be handled on a project basis, and the intervals will be set by the BellSouth project

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

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

2.1.6 Aeneas may utilize the unbundled Loops to provide any telecommunications service it wishes, so long as such services are consistent with industry standards and BellSouth's TR73600.

2.1.7 BellSouth will only provision, maintain and repair the Loops to the standards that are consistent with the type of Loop ordered. In those cases where Aeneas has requested that BellSouth modify a Loop so that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ISDN, ADSL, etc.) the resulting Loop will be maintained as an unbundled copper Loop (UCL), and Aeneas shall pay the recurring and non-recurring charges for a UCL. For non-service specific loops (e.g. UCL, Loops modified by Aeneas using the Unbundled Loop Modification (ULM) process), BellSouth will only support that the Loop has copper continuity and balanced tip-and-ring.

2.1.8 **Loop Testing/Trouble Reporting**

2.1.8.1 Aeneas is responsible for testing and isolating troubles on the Loops. Aeneas must test and isolate trouble to the BellSouth portion of a designed unbundled loop (e.g., UVL-SL2, UCL-D, etc.) before reporting repair to the UNE Center. At the time of the trouble report, Aeneas will be required to provide the results of the Aeneas test which indicate a problem on the BellSouth provided loop.

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

2.1.8.3 If Aeneas reports a trouble on a non-designed loop (e.g., UVL-SL1, UCL-ND, etc.) and no trouble actually exists, BellSouth will charge Aeneas for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the loop's working status.

2.1.9 Aeneas may utilize the unbundled Loops to provide any telecommunications service it wishes, so long as such services are consistent with industry standards and BellSouth's TR73600.

2.1.10 **Order Coordination and Order Coordination-Time Specific**

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

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

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

2.2 **Unbundled Voice Loops (UVLs)**

2.2.1 BellSouth shall make available the following UVLs:

2.2.1.1 2-wire Analog Voice Grade Loop – SL1

2.2.1.2 2-wire Analog Voice Grade Loop – SL2

2.2.1.3 4-wire Analog Voice Grade Loop

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

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

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

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

2.3 **Unbundled Digital Loops**

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

2.3.2 BellSouth shall make available the following UDLs:

2.3.2.1 2-wire Unbundled ISDN Digital Loop

2.3.2.2 2-wire Universal Digital Channel (IDSL Compatible)

2.3.2.3 2-wire Unbundled ADSL Compatible Loop

2.3.2.4 2-wire Unbundled HDSL Compatible Loop

2.3.2.5 4-wire Unbundled HDSL Compatible Loop

2.3.2.6 4-wire Unbundled DS1 Digital Loop

2.3.2.7 4-wire Unbundled Digital Loop/DS0 – 64 kbps, 56 kbps and below

2.3.2.8 DS3 Loop

2.3.2.9 STS-1 Loop

2.3.2.10 OC3 Loop

2.3.2.11 OC12 Loop

2.3.2.12 OC48 Loop

2.3.3 2-Wire Unbundled ISDN Digital Loops will be provisioned according to industry standards for 2-Wire Basic Rate ISDN services and will come standard with a test point, Order Coordination, and a DLR. Aeneas will be responsible for providing BellSouth with a Service Profile Identifier (SPID) associated with a particular ISDN-capable loop and end user. With the SPID, BellSouth will be able to adequately test the circuit and ensure that it properly supports ISDN service. BellSouth will not reconfigure its ISDN-capable loop to support IDSL service.

2.3.3.1 The Universal Digital Channel (UDC) (also known as IDSL-compatible Loop)is intended to be compatible with IDSL service and has the same physical characteristics and transmission specifications as BellSouth's ISDN-capable loop. These specifications are listed in BellSouth's TR73600.

2.3.3.2 The UDC may be provisioned on copper or through a Digital Loop Carrier (DLC) system. When UDC Loops are provisioned using a DLC system, the Loops will be provisioned on time slots that are compatible with data-only services such as IDSL.

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

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

2.3.6 4-Wire Unbundled DS1 Digital Loop. This is a designed 4-wire loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, Order Coordination, and a DLR.

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

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

2.3.9 STS-1 Loop. STS-1 Loop is a high-capacity digital transmission path with SONET VT1.5 mapping that is dedicated for the use of the ordering customer for the purpose of provisioning local exchange and associated exchange access services. It is a two-point digital transmission path, which provides for simultaneous two-way transmission of serial bipolar return-to-zero synchronous digital electrical signals at a transmission rate of 44.736 megabits per second (Mbps). It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four analog voice grade channels. The interface to unbundled dedicated STS-1 transport is a metallic-based electrical interface.

2.3.10 OC3 Loop/OC12 Loop/OC48 Loop. OC3/OC-12/OC-48 Loops are optical two-point transmission paths that are dedicated to the use of the ordering CLEC in its provisioning of local exchange and associated exchange access services. The physical interface for all optical transport is optical fiber. This interface standard allows for transport of many different digital signals using a basic building block or base transmission rate of 51.84 megabits per second (Mbps). Higher rates are direct multiples of the base rate. The following rates are applicable: OC-3 - 155.52 Mbps; OC12 - 622.08 Mbps; and OC-48 - 2488 Mbps.

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

2.4 **Unbundled Copper Loops (UCL)**

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

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

2.4.2.1 The UCL-D will be provisioned as a dry copper twisted pair loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters). The UCL-D will be offered in two versions - Short and Long.

2.4.2.2 A short UCL-D (18,000 feet or less) is provisioned according to Resistance Design parameters, may have up to 6,000 feet of bridged tap and will have up to 1300 ohms of resistance.

2.4.2.3 The long UCL-D (beyond 18,000 feet) is provisioned as a dry copper twisted pair longer than 18,000 feet and may have up to 12,000 feet of bridged tap and up to 2800 ohms of resistance.

2.4.2.4 The UCL-D is a designed circuit, is provisioned with a test point and comes standard with a DLR. OC is required on UCLs where a reuse of existing facilities has been requested by Aeneas.

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

2.4.2.6 BellSouth will make available the following UCL-Ds:

2.4.2.6.1 2-Wire UCL-D/short

2.4.2.6.2 2-Wire UCL-D/long

2.4.2.6.3 4-Wire UCL-D/short

2.4.2.6.4 4-Wire UCL-D/long

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

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

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

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

2.4.3.3 At an additional charge, BellSouth also will make available Loop Testing so that Aeneas may request further testing on the UCL-ND.

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

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

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

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

2.5.1 Line Conditioning is defined as the removal from the Loop of any devices that may diminish the capability of the Loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to, load coils, bridged taps, low pass filters, and range extenders.

2.5.2 BellSouth shall condition Loops, as requested by Aeneas, whether or not BellSouth offers advanced services to the End User on that Loop.

2.5.3 In some instances, Aeneas will require access to a copper twisted pair loop unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.), so that Aeneas can use the loop for a variety of services by attaching appropriate terminal equipment at the ends. Aeneas will determine the type of service that will be provided over the loop. BellSouth's Unbundled Loop Modifications (ULM) process will be used to determine the costs and feasibility of conditioning the loops as requested. Rates for ULM are as set forth in Exhibit C of this Attachment 2.

2.5.4 In those cases where Aeneas has requested that BellSouth modify a Loop so that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ISDN, ADSL, etc.) the resulting modified Loop will be ordered and maintained as a UCL.

2.5.5 The Unbundled Loop Modifications (ULM) offering provides the following elements: 1) removal of devices on 2-wire or 4-wire Loops equal to or less than 18,000 feet; 2) removal of devices on 2-wire or 4-wire Loops longer than 18,000 feet; and 3) removal of bridged-taps on loops of any length.

2.5.6 Aeneas 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 Aeneas desires BellSouth to condition.

2.6 Loop Provisioning Involving Integrated Digital Loop Carriers

2.6.1 Where Aeneas has requested an Unbundled Loop and BellSouth uses Integrated Digital Loop Carrier (IDLC) systems to provide the local service to the end user and BellSouth has a suitable alternate facility available, BellSouth will make such alternative facilities available to Aeneas. If a suitable alternative facility is not available, then to the extent it is technically feasible, BellSouth will make alternative arrangements available to Aeneas (e.g. hairpining).

2.6.2 BellSouth will select one of the following arrangements:

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

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

2.6.4 If no alternate facility is available, BellSouth will utilize its Special Construction (SC) process to determine the additional costs required to provision the loop facilities. Aeneas will then have the option of paying the one-time SC rates to place the loop.

2.7 Network Interface Device (NID)

2.7.1 The NID is defined as any means of interconnection of end-user customer premises wiring to BellSouth's distribution plant, such as a cross-connect device used for that purpose. The NID is a single-line termination device or that portion of a multiple-line termination device required to terminate a single line or circuit at the premises. The NID features two independent chambers or divisions that separate

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

2.7.1.1 BellSouth shall permit Aeneas to connect Aeneas's Loop facilities the end-user's customer-premises wiring through the BellSouth NID or at any other technically feasible point.

2.7.2 **Access to NID**

2.7.2.1 Aeneas may access the end user's customer-premises wiring by any of the following means and Aeneas shall not disturb the existing form of electrical protection and shall maintain the physical integrity of the NID:

2.7.2.1.1 1) BellSouth shall allow Aeneas to connect its loops directly to BellSouth's multi-line residential NID enclosures that have additional space and are not used by BellSouth or any other telecommunications carriers to provide service to the premises. ;

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

2.7.2.1.3 3) Enter the subscriber access chamber or dual chamber NID enclosures for the purpose of extending a connect divisioned or spliced jumper wire from the customer premises wiring through a suitable "punch-out" hole of such NID enclosures; or

2.7.2.1.4 4) Request BellSouth to make other rearrangements to the end user customer premises wiring terminations or terminal enclosure on a time and materials cost basis.

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

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

2.7.2.3 In no case shall either Party remove or disconnect ground wires from BellSouth's NIDs, enclosures, or protectors.

2.7.2.4 In no case shall either Party remove or disconnect NID modules, protectors, or terminals from BellSouth's NID enclosures.

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

2.7.3 Technical Requirements

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

2.7.3.2 If an existing NID is accessed, it shall be capable of transferring electrical analog or digital signals between the end user's customer premises and the Distribution Media and/or cross connect to Aeneas's NID.

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

2.8 **Sub-loop Elements**

2.8.1 Where facilities permit , BellSouth shall offer access to its Unbundled Sub Loop (USL) and Unbundled Sub-loop Concentration (USLC) System.

2.8.2 **Unbundled Sub-Loop Distribution**

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

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

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

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

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

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

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

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

2.8.2.7 Unbundled Sub-Loop distribution facilities shall support functions associated with provisioning, maintenance and testing of the Unbundled Sub-Loop. For access to Voice Grade USL-D and UCSL, Aeneas shall install a cable to the BellSouth cross-box pursuant to the terms and conditions for physical collocation for remote sites set forth in this Agreement. This cable would be connected by a BellSouth technician within the BellSouth cross-box during the set-up process. Aeneas's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.

2.8.2.8 Through the Service Inquiry (SI) process, BellSouth will determine whether access to Unbundled Sub-Loops at the location requested by Aeneas is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet Aeneas's request, then BellSouth will perform the site set-up as described in the section that follows. If any work must be done to modify existing BellSouth facilities or add new facilities (other than adding the cross-connect panel in a building equipment room as noted in the section that follows) to accommodate

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

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

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

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

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

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

2.8.3.2 This element will be provided in Multi-Dwelling Units (MDUs) and/or Multi-Tenants Units (MTUs) where BellSouth owns wiring all the way to the end-users premises. BellSouth will not provide this element in those locations where the property owner provides its own wiring to the end-user's premises, where a third party owns the wiring to the end-user's premises or where the property owner will not allow BellSouth to place its facilities to the end user.

2.8.3.3 Requirements

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

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

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

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

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

2.8.3.3.6 The Requesting Party shall indemnify and hold harmless the Provisioning Party against any claims of any kind that may arise out of the Requesting Party's future to obtain the property owner's permission. Requesting Party will be billed for non-recurring and recurring charges for accessing UNTW pairs at the time the Requesting Party activates the pair(s). The Requesting Party will notify the Provisioning Party each time it activates UNTW pairs using the LSR form.

2.8.3.3.7 Requesting Party will isolate and report troubles in the manner specified by the Provisioning Party. Requesting Party must tag the UNTW pair that requires repair. If Provisioning Party dispatches a technician on a reported trouble call and no UNTW trouble is found, Provisioning Party will charge Requesting Party for time spent on the dispatch and testing the UNTW pair(s).

2.8.3.3.8 If Requesting Party initiates the Access Terminal installation and the Requesting Party has not activated at least one pair on the Access Terminal installed pursuant to Requesting Party's request for an Access Terminal within 6 months of installation of the Access Terminal, Provisioning Party will bill Requesting Party a non-recurring charge equal to the actual cost of provisioning the Access Terminal.

2.8.3.3.9 If Provisioning Party determines that Requesting Party is using the UNTW pairs without reporting the activation of the pairs, the following charges shall apply:

2.8.3.3.9.1 If Requesting Party issued a LSR to disconnect an end-user from Provisioning Party in order to use a UNTW pair, Requesting Party will be billed for the use of the pair back to the disconnect order date.

2.8.3.3.9.2 If Requesting Party activated a UNTW pair on which Provisioning Party was not previously providing service, Requesting Party will be billed for the use of that pair back to the date the end-user began receiving service using that pair. Upon request, Requesting Party will provide copies of its billing record to substantiate such date. If Requesting Party fails to provide such records, then Provisioning Party will bill the Requesting Party back to the date of the Access Terminal installation.

2.8.4 **Unbundled Sub-Loop Feeder**

2.8.4.1 Unbundled Sub-Loop Feeder (USLF) provides connectivity between BellSouth's central office and cross-box (or other access point) that serves an end user location.

2.8.4.2 USLF utilized for voice traffic can be configured as 2-wire voice (USLF-2W/V) or 4-wire voice (USLF-4W/V).

2.8.4.3 USLF utilized for digital traffic can be configured as 2-wire ISDN (USLF-2W/I); 2-wire Copper (USLF-2W/C); 4-wire Copper (USLF-4W/C); 4-wire DS0 level loop (USLF-4W/D0); or 4-wire DS1 and ISDN (USLF-4W/DI).

2.8.4.4 USLF will provide access to both the equipment and the features in the BellSouth central office and BellSouth cross box necessary to provide a 2W or 4W communications pathway from the BellSouth central office to the BellSouth cross-box. This element will allow for the connection of Aeneas’s loop distribution elements onto BellSouth's feeder system.

2.8.4.5 Requirements

2.8.4.5.1 Aeneas will extend a compatible cable to BellSouth's cross-box. BellSouth will connect the cable to a panel inside the BellSouth cross-box to the requested level of feeder element. In those cases when there is no room in the BellSouth cross-box to accommodate the additional cross-connect panels mentioned above, BellSouth will utilize its Special Construction process to determine the costs to provide the sub-loop feeder element to Aeneas. Aeneas will then have the option of paying the special construction charges or canceling the order.

2.8.4.5.2 USLF will be a designed circuit and BellSouthwill provide a Design Layout Record (DLR) for this element.

2.8.4.5.3 BellSouth will provide USLF elements in accordance with applicable industry standards for these types of facilities. Where industry standards do not exist, BellSouth's TR73600 will be used to determine performance parameters.

2.8.5 **Unbundled Loop Concentration (ULC)**

2.8.5.1 BellSouth will provide to Aeneas Unbundled Loop Concentration (ULC). Loop concentration systems in the central office concentrate the signals transmitted over local loops onto a digital loop carrier system. The concentration device is placed inside a BellSouth central office. BellSouth will offer ULC with a TR008 interface or a TR303 interface.

2.8.5.2 ULC will be offered in two system options. System A will allow up to 96 BellSouth loops to be concentrated onto two or more DS1s. The high-speed connection from the concentrator will be at the electrical DS1 level and will connect to Aeneas at Aeneas's collocation site. System B will allow up to 192 BellSouth loops to be concentrated onto 4 or more DS1s. System A may be upgraded to a System B. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). All DS1 interfaces will terminate to the Aeneas's collocation space. ULC service is offered with concentration (2 DS1s for 96 channels) or without concentration (4 DS1s for 96 channels) and with or without protection. A Loop Interface element will be required for each loop that is terminated onto the ULC system.

2.8.6 **Unbundled Sub-Loop Concentration (USLC)**

2.8.6.1 Where facilities permit, Aeneas may concentrate its sub-loops onto multiple DS1s back to the BellSouth Central Office.

2.8.6.2 USLC, using the Lucent Series 5 equipment, will be offered in two system options. System A will allow up to 96 of Aeneas's sub-loops to be concentrated onto two or more DS1s. System B will allow an additional 96 of Aeneas's sub-loops to be concentrated onto two or more additional DS1s. One System A may be supplemented with one System B and they both must be physically located in a single Series 5 dual channel bank. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). The DS1 level facility that connects the Remote Terminal site with the serving wire center is known as a Feeder Interface. All DS1 Feeder Interfaces will terminate to the Aeneas's demarcation point associated with Aeneas's collocation space within the SWC that serves the RT. USLC service is offered with or without concentration and with or without a protection DS1.

2.8.6.3 Aeneas is required to deliver its sub-loops to its own cross-box, remote terminal (RT), or other similar device and deliver a single cable to the BellSouth RT. This

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

2.8.7 **Dark Fiber Loop**

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

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

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

2.8.7.4 Requirements

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

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

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

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

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

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

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

2.9 **Loop Makeup (LMU)**

2.9.1 Description of Service

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

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

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

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

2.9.2 **Submitting Loop Makeup Service Inquiries**

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

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

2.9.3 **Loop Reservations**

2.9.3.1 For a Mechanized LMUSI, <customer_name>> may reserve up to ten Loop facilities. For a Manual LMUSI, Aeneas may reserve up to three Loop facilities.

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

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

2.9.4 **Ordering of Other UNE Services**

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

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

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

3. High Frequency Spectrum Network Element

3.1 General

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

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

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

3.2 **Provisioning of High Frequency Spectrum and Splitter Space**

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

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

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

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

3.2.1.3 BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide Aeneas access to data ports on the splitter. The splitter will route the High Frequency Spectrum on the circuit to Aeneas's xDSL equipment in Aeneas's collocation space. At least 30 days before making a change in splitter suppliers, BellSouth will provide Aeneas with a carrier notification letter, informing Aeneas of change. Aeneas shall purchase ports on the splitter in increments of 24 ports.

3.2.1.4 BellSouth will install the splitter in (i) a common area close to the Aeneas collocation area, if possible; or (ii) in a BellSouth relay rack as close to the Aeneas DS0 termination point as possible. Aeneas shall have access to the splitter for test purposes, regardless of where the splitter is placed in the BellSouth premises. For purposes of this section, a common area is defined as an area in the central office in which both Parties have access to a common test access point. A Termination Point is defined as the point of termination for Aeneas on the toll main distributing frame in the central office and is not the demarcation point set forth in Attachment 4 of this Agreement. BellSouth will cross-connect the splitter data ports to a specified Aeneas DS0 at such time that a Aeneas end user's service is established.

3.2.1.5 The High Frequency Spectrum shall only be available on Loops on which BellSouth is also providing, and continues to provide, analog voice service directly to the end user. In the event the end-user terminates its BellSouth provided voice service for any reason, or in the event BellSouth disconnects the end user's voice service pursuant to its tariffs or applicable law, and Aeneas desires to continue providing xDSL service on such Loop, Aeneas shall be required to purchase a full stand-alone Loop unbundled network element. To the extent commercially practicable, BellSouth shall give Aeneas notice in a reasonable time prior to disconnect, which notice shall give Aeneas an adequate opportunity to notify BellSouth of its intent to purchase such Loop. In those cases in which BellSouth no longer provides voice service to the end user and Aeneas purchases the full stand-alone Loop, Aeneas may elect the type of loop it will purchase. Aeneas will pay the appropriate recurring and non-recurring rates for such Loop as set forth in

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

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

3.2.2 **Ordering**

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

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

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

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

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

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

3.2.3 **Maintenance and Repair**

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

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

3.2.3.3 Aeneas shall inform its end users to direct data problems to Aeneas, unless both voice and data services are impaired, in which event the end users should call BellSouth.

3.2.3.4 Once a Party has isolated a trouble to the other Party's portion of the loop, the Party isolating the trouble shall notify the end user that the trouble is on the other Party's portion of the Loop.

3.2.3.5 In the event Aeneas's deployment of xDSL on the High Frequency Spectrum significantly degrades the performance of other advanced services or of BellSouth's voice service on the same loop, BellSouth shall notify Aeneas and allow twenty-four (24) hours to cure the trouble. If Aeneas fails to resolve the trouble, BellSouth may discontinue Aeneas's access to the High Frequency Spectrum on such loop.

3.2.4 **Line Splitting**

3.2.4.1 BellSouth will work cooperatively with CLECs to develop rates, methods and procedures to operationalize a process whereby two CLECs, one being a provider of voice services (a "Voice CLEC") and the other being a provider of data services (a "Data CLEC") may provide services over the same loop. The loop and port over which the services are provided cannot be a loop and port combination (i.e., UNE-P), but must be individual, stand alone network elements. The Voice CLEC or the Data CLEC shall be responsible for connecting the loop and port to a CLEC-owned splitter. BellSouth shall not own or maintain the splitter used for this purpose. When such rates, methods and procedures have been developed and operationalized, then at the request of Aeneas, the Parties shall amend this Agreement to incorporate the same.

4. Local Switching

4.1 BellSouth shall provide non-discriminatory access to local circuit switching capability and local tandem switching capability on an unbundled basis, except as set forth in the Sections below to Aeneas for the provision of a telecommunications service. BellSouth shall provide non-discriminatory access to packet switching capability on an unbundled basis to Aeneas for the provision of a telecommunications service only in the limited circumstance described below in Section 4.4.

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

4.2.1 Local circuit switching capability is defined as: (A) line-side facilities, which include, but are not limited to, the connection between a loop termination at a main distribution frame and a switch line card; (B) trunk-side facilities, which include, but are not limited to, the connection between trunk termination at a trunk-side cross-connect panel and a switch trunk card; (C) switching provided by remote

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

4.2.2 Notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth shall not be required to unbundle local circuit switching for Aeneas when Aeneas serves an end-user with four (4) or more voice-grade (DS-0) equivalents or lines served by BellSouth in one of the following MSAs: Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, and BellSouth has provided non-discriminatory cost based access to the Enhanced Extended Link (EEL) throughout Density Zone 1 as determined by NECA Tariff No. 4 as in effect on January 1, 1999.

4.2.3 In the event that Aeneas orders local circuit switching for an end user with four (4) or more 2-wire voice-grade loops from a BellSouth central office in an MSA listed above, BellSouth shall charge Aeneas the market based rates in Exhibit B for use of the local circuit switching functionality for the affected facilities.

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

4.2.5 Unbundled Local Switching combined with Common Transport and, if necessary, Tandem Switching provides to Aeneas's end user local calling and the ability to presubscribe to a primary carrier for intraLATA and/or to presubscribe to a primary carrier for interLATA toll service.

4.2.6 Provided that Aeneas purchases unbundled local switching from BellSouth and uses the BellSouth CIC for its end users' LPIC or if a BellSouth local end user selects BellSouth as its LPIC, then the Parties will consider as local any calls originated by an Aeneas local end user, or originated by a BellSouth local end user and terminated to an Aeneas local end user, where such calls originate and terminate in the same LATA, except for those calls originated and terminated through switched access arrangements (i.e., calls that are transported by a party other than BellSouth). For such calls, BellSouth will charge Aeneas the UNE elements for the BellSouth facilities utilized. Neither Party shall bill the other originating or terminating switched access charges for such calls. Intercarrier

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

4.2.7 Where Aeneas purchases unbundled local switching from BellSouth but does not use the BellSouth CIC for its end users' LPIC, BellSouth will consider as local those direct dialed telephone calls that originate from an Aeneas end user and terminate within the basic local calling area or within the extended local calling areas and that are dialed using 7 or 10 digits as defined and specified in Section A3 of BellSouth's General Subscriber Services Tariffs. For such local calls, BellSouth will charge Aeneas the UNE elements for the BellSouth facilities utilized. Intercarrier compensation for local calls between BellSouth and Aeneas shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's web site.

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

4.2.9 Reverse billed toll calls, such as intraLATA 800 calls, calling card calls and third party billed calls, where BellSouth is the carrier shall also be considered as local calls and Aeneas shall not bill BellSouth originating or terminating switched access for such calls.

4.2.10 **Unbundled Port Features**

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

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

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

4.2.10.4 BellSouth will provide to Aeneas selective routing of calls to a requested Operator System platform pursuant to Section 10 of Attachment 2. Any other routing requests by Aeneas will be made pursuant to the BFR/NBR Process as set forth in General Terms and Conditions.

4.2.11 **Provision for Local Switching**

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

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

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

4.2.11.4 BellSouth shall provide interfaces to adjuncts through Telcordia standard interfaces. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors. BellSouth shall offer to Aeneas all AIN triggers in connection with its SMS/SCE offering.

4.2.11.5 BellSouth shall provide access to SS7 Signaling Network or Multi-Frequency trunking if requested by Aeneas.

4.2.12 **Local Switching Interfaces**

4.2.12.1 Aeneas shall order ports and associated interfaces compatible with the services it wishes to provide, as listed in Exhibit C. BellSouth shall provide the following local switching interfaces:

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

4.2.12.1.2 Coin phone signaling;

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

4.2.12.1.4 Two-wire analog interface to PBX;

4.2.12.1.5 Four-wire analog interface to PBX;

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

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

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

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

4.3 **Tandem Switching**

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

4.3.2 Technical Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

4.4.1 BellSouth will provide AIN Selective Carrier Routing at the request of Aeneas. AIN Selective Carrier Routing will provide Aeneas with the capability of routing operator calls, 0+ and 0- and 0+ NPA (LNPA) 555-1212 directory assistance, 1+411 directory assistance and 611 repair center calls to pre-selected destinations.

4.4.2 Aeneas shall order AIN Selective Carrier Routing through its Account Team. AIN Selective Carrier Routing must first be established regionally and then on a per central office, per state basis.

4.4.3 AIN Selective Carrier Routing is not available in DMS 10 switches.

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

4.4.5 Upon ordering of AIN Selective Carrier Routing Regional Service, Aeneas shall remit to BellSouth the Regional Service Order non-recurring charges set forth in Exhibit C of this Attachment. There shall be a non-recurring End Office Establishment Charge per office due at the addition of each central office where AIN Selective Carrier Routing will be utilized. Said non-recurring charge shall be as set forth in Exhibit C of this Attachment. For each Aeneas end user activated, there shall be a non-recurring End User Establishment charge as set forth in Exhibit C of this Attachment. Aeneas shall pay the AIN Selective Carrier Routing Per Query Charge set forth in Exhibit C of this Attachment.

4.4.6 This Regional Service Order non-recurring charge will be non-refundable and will be paid with 1/2 due up-front with the submission of all fully completed required forms, including: Regional Selective Carrier Routing (SCR) Order Request-Form A, Central Office AIN Selective Carrier Routing (SCR) Order Request - Form B, AIN_SCR Central Office Identification Form - Form C, AIN_SCR Routing Options Selection Form - Form D, and Routing Combinations Table - Form E.

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

4.4.7 The non-recurring End Office Establishment Charge will be billed to Aeneas following BellSouth's normal monthly billing cycle for this type of order.

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

4.4.9 Additionally, the AIN Selective Carrier Routing Per Query Charge will be billed to Aeneas following the normal billing cycle for per query charges.

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

4.5 **Packet Switching Capability**

4.5.1 The packet switching capability network element is defined as the function of routing or forwarding packets, frames, cells or other data units based on address or other routing information contained in the packets, frames, cells or other data units.

4.5.2 BellSouth shall be required to provide non-discriminatory access to unbundled packet switching capability only where each of the following conditions are satisfied:

4.5.2.1 BellSouth has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);

4.5.2.2 There are no spare copper loops capable of supporting the xDSL services Aeneas seeks to offer;

4.5.2.3 BellSouth has not permitted Aeneas to deploy a DSLAM at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has Aeneas obtained a virtual collocation arrangement at these sub-loop interconnection points as defined by 47 CFR § 51.319 (b); and

4.5.2.4 BellSouth has deployed packet switching capability for its own use.

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

4.6 **Interoffice Transmission Facilities**

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

5. Unbundled Network Element Combinations

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

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

5.3 **Enhanced Extended Links (EELs)**

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

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

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

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

5.3.4 **EEL Combinations**

5.3.4.1 DS1 Interoffice Channel + DS1 Channelization + 2-wire VG Local Loop

5.3.4.2 DS1 Interoffice Channel + DS1 Channelization + 4-wire VG Local Loop

5.3.4.3 DS1 Interoffice Channel + DS1 Channelization + 2-wire ISDN Local Loop

5.3.4.4 DS1 Interoffice Channel + DS1 Channelization + 4-wire 56 kbps Local Loop

5.3.4.5 DS1 Interoffice Channel + DS1 Channelization + 4-wire 64 kbps Local Loop

5.3.4.6 DS1 Interoffice Channel + DS1 Local Loop

5.3.4.7 DS3 Interoffice Channel + DS3 Local Loop

5.3.4.8 STS-1 Interoffice Channel + STS-1 Local Loop

5.3.4.9 DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop

5.3.4.10 STS-1 Interoffice Channel + DS3 Channelization + DS1 Local Loop

5.3.4.11 2-wire VG Interoffice Channel + 2-wire VG Local Loop

5.3.4.12 4wire VG Interoffice Channel + 4-wire VG Local Loop

5.3.4.13 4-wire 56 kbps Interoffice Channel + 4-wire 56 kbps Local Loop

5.3.4.14 4-wire 64 kbps Interoffice Channel + 4-wire 64 kbps Local Loop

5.3.5 **Special Access Service Conversions**

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

5.3.5.2 Aeneas certifies that it is the exclusive provider of an end user's local exchange service. The loop-transport combinations must terminate at Aeneas's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, Aeneas is the end user's only local service provider, and thus, is providing more than a significant amount of local exchange service. Aeneas can then use the loop-transport combinations that serve the end user to carry any type of traffic, including using them to carry 100 percent interstate access traffic; or

5.3.5.3 Aeneas certifies that it provides local exchange and exchange access service to the end user customer's premises and handles at least one third of the end user customer's local traffic measured as a percent of total end user customer local dialtone lines; and for DS1 circuits and above, at least 50 percent of the activated channels on the loop portion of the loop-transport combination have at least 5 percent local voice traffic individually, and the entire loop facility has at least 10 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet these criteria. The loop-transport combination must terminate at Aeneas's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth tariffed services; or

5.3.5.4 Aeneas certifies that at least 50 percent of the activated channels on a circuit are used to provide originating and terminating local dialtone service and at least 50 percent of the traffic on each of these local dialtone channels is local voice traffic, and that the entire loop facility has at least 33 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet these criteria. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, collocation is not required. Aeneas does not need to provide a defined portion of the end user's local service, but the active channels on any loop-transport combination, and the entire facility, must carry the amount of local exchange traffic specified in this option.

5.3.5.5 In addition, there may be extraordinary circumstances where Aeneas is providing a significant amount of local exchange service, but does not qualify under any of the three options set forth in Section 5.3.7.1. In such case, Aeneas may petition the FCC for a waiver of the local usage options set forth in the June 2, 2000 Order. If a waiver is granted, then upon Aeneas's request the Parties shall amend this Agreement to the extent necessary to incorporate the terms of such waiver for such extraordinary circumstance.

5.3.5.6 BellSouth may at its sole discretion audit Aeneas records in order to verify the type of traffic being transmitted over combinations of loop and transport network elements. The audit shall be conducted by a third party independent auditor, and Aeneas shall be given thirty days written notice of scheduled audit. Such audit shall occur no more than one time in a calendar year, unless results of an audit find

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

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

5.3.6 **Rates**

5.3.6.1 Georgia and Tennessee

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

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

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

5.3.6.2 All Other States

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

5.3.7 **Multiplexing**

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

5.4 **Other Non-Switched Combinations**

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

5.4.2 Rates

5.4.2.1 Georgia and Tennessee

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

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

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

5.4.2.2 All Other States

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

5.5 **UNE Loop/Special Access Combinations**

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

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

5.5.2 Rates

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

5.6 **UNE Port/Loop Combinations**

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

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

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

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

5.6.5 Combination Offerings

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

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

5.6.5.3 2-wire voice grade DID port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.5.4 2-wire CENTREX port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.5.5 2-wire ISDN Basic Rate Interface, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.5.6 4-wire ISDN Primary Rate Interface, DS1 loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.5.7 4-wire DS1 Trunk port, DS1 Loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.5.8 4-wire DS1 Loop with normal serving wire center channelization interface, 2-wire voice grade ports (PBX), 2-wire DID ports, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

6. Transport, Channelization and Dark Fiber

6.1 Transport

6.1.1 Interoffice transmission facility network elements include:

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

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

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

6.1.2 BellSouth shall:

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

6.1.2.2 Provide all technically feasible transmission facilities, features, functions, and capabilities of the transport facility for the provision of telecommunications services;

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

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

6.1.3 Technical Requirements of Common (Shared) Transport

6.1.3.1 Common (Shared) Transport provided on DS1 or VT1.5 circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Central Office to Central Office ("CO to CO") connections in the applicable industry standards.

6.1.3.2 Common (Shared) Transport provided on DS3 circuits, STS-1 circuits, and higher transmission bit rate circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CO to CO connections in the applicable industry standards.

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

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

6.2 **Dedicated Transport**

6.2.1 Dedicated Transport is composed of the following Unbundled Network Elements:

6.2.1.1 Unbundled Local Channel, defined as the, dedicated transmission path between Aeneas's Point of Presence("POP") and Aeneas's collocation space in the BellSouth Serving Wire Center for Aeneas's POP, and

6.2.1.2 Unbundled Interoffice Channel, defined as the dedicated transmission path that provides telecommunication between BellSouth's Serving Wire Centers' collocations.

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

6.2.1.3.1 As capacity on a shared UNE facility.

6.2.1.3.2 As a circuit (e.g., DS0, DS1, DS3) dedicated to Aeneas.

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

6.2.2 Technical Requirements

6.2.2.1 The entire designated transmission service (e.g., DS0, DS1, DS3) shall be dedicated to Aeneas designated traffic.

6.2.2.2 For DS1 or VT1.5 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office ("CI to CO") connections in the applicable industry standards.

6.2.2.3 For DS3 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CI to CO connections in the applicable industry standards.

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

6.2.2.4.1 DS0 Equivalent;

6.2.2.4.2 DS1;

6.2.2.4.3 DS3; and

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

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

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

6.2.2.7 BellSouth Technical References:

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

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

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

6.3 **Unbundled Channelization (Multiplexing)**

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

6.3.2 BellSouth shall make available the following channelization systems:

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

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

6.3.3 BellSouth shall make available the following

6.3.3.1 Central Office Channel Interfaces (COCI):

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

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

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

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

6.3.4 Technical Requirements

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

6.3.4.2 DS0 to DS1 Channelization

6.3.4.2.1 The DS1 signal must be framed utilizing the framing structure defined in ANSI T1.107, Digital Hierarchy Formats Specifications and ANSI T1.403.02, DS1 Robbed-bit Signaling State Definitions.

6.3.4.3 DS1 to DS3 Channelization

6.3.4.3.1 The DS3 signal must be framed utilizing the framing structure define in ANSI T1.107, Digital Hierarchy Formats Specifications. The asynchronous M13 multiplex format (combination of M12 and M23 formats) is specified for terminal equipment that multiplexes 28 DS1s into a DS3.

6.3.4.4 DS1 to STS Channelization

6.3.4.4.1 The STS-1 signal must be framed utilizing the framing structure define in ANSI T1.105, Synchronous Optical Network (SONET) – Basic Description Including Multiplex Structure, Rates and Formats and T1.105.02, Synchronous Optical Network (SONET) – Payload Mappings.

6.4 **Dark Fiber Transport**

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

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

6.4.3 Requirements

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

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

6.4.3.3 Aeneas is solely responsible for testing the quality of the Dark Fiber Transport to determine its usability and performance specifications.

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

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

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

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

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

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

8. Line Information Database (LIDB)

8.1 The Line Information Database (LIDB) is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. For access to LIDB, Aeneas must purchase appropriate signaling links pursuant to Section 9 of this Attachment. LIDB contains records associated with end user Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between BellSouth's CCS network and other CCS networks. LIDB also interfaces to administrative systems.

8.2 Technical Requirements

8.2.1 BellSouth will offer to Aeneasany additional capabilities that are developed for LIDB during the life of this Agreement.

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

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

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

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

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

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

8.2.8 BellSouth shall provide priority updates to LIDB for Aeneas data upon Aeneas's request (e.g., to support fraud detection) via password-protected telephone card,

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

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

8.2.10 BellSouth shall perform backup and recovery of all of Aeneas's data in LIDB including sending to LIDB all changes made since the date of the most recent backup copy, in at least the same time frame BellSouth performs backup and recovery of BellSouth data in LIDB for itself. Currently, BellSouth performs backups of the LIDB for itself on a weekly basis and when a new software release is scheduled, a backup is performed prior to loading the new release.

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

8.2.12 BellSouth shall prevent any access to or use of Aeneas data in LIDB by BellSouth personnel that are outside of established administrativeand fraud control personnel, or by any other Party that is not authorized by Aeneas in writing.

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

8.2.14 BellSouth shall accept queries to LIDB associated withAeneas customer records, and shall return responses in accordance with industry standards.

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

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

8.3 Interface Requirements

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

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

8.3.3 2The CCS interface to LIDB shall be the standard interface described herein.

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

9. Signaling

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

9.2 **Signalling Link Transport**

9.2.1 Signaling Link Transport is a set of two or four dedicated 56 kbps transmission paths between Aeneas-designated Signaling Points of Interconnection that provide appropriate physical diversity.

9.2.2 Technical Requirements

9.2.3 Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths and shall perform in the following 2 ways:

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

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

9.2.4 Signaling Link Transport shall consist of two or more signaling link layers as follows:

9.2.4.1 An A-link layer shall consist of two links.

9.2.4.2 A B-link layer shall consist of four links.

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

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

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

9.2.5 Interface Requirements

9.2.5.1 There shall be a DS1 (1.544 Mbps) interface at the Aeneas designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.

9.3 **Signalling Transfer Points (STPs)**

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

9.3.2 Technical Requirements

9.3.2.1 Signaling Transfer Point s shall provide access to BellSouth Local Switching or Tandem Switching and to BellSouth Service Control Points/Databases connected to BellSouth SS7 network. Signaling Transfer Point also provide acœss to third-party local or tandem switching and Third-party-provided Signaling Transfer Points.

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

9.3.2.3 If a BellSouth tandem switch routes traffic,based on dialed or translated digits, on SS7 trunks between a Aeneas local switch and third party local switch, the BellSouth SS7 network shall convey the TCAP messages that are necessary to

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

9.3.2.4 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as defined in Telcordia ANSIInterconnection Requirements. This includes Global Title Translation (GTT) and SCCP Management procedures, as specified in ANSI T1.112.4. Where the destination signaling point is a Aeneas or third party local or tandem switching system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, BellSouth shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with BellSouth SS7 network, and shall not perform SCCP Subsystem Management of the destination. If BellSouth performs final GTT to a Aeneas database, then Aeneas agrees to provide BellSouth with the Destination Point Code for the Aeneas database.

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

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

9.4 SS7 Advanced Intelligent Network (AIN) Access

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

9.4.2 SS7 AIN Access shall provide Aeneas SCP access to an equipped BellSouth local switch via interconnection of BellSouth's SS7 and Aeneas SS7 Networks. BellSouth shall offer SS7 AIN Access through its STPs. If BellSouth requires a mediation device on any part of its network specific to this form of access, BellSouth must route its messages in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the Aeneas SCP

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

9.4.3 Interface Requirements

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

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

9.4.3.1.2 A B-link interface from Aeneas local STPs.

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

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

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

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

9.4.4 Message Screening

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

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

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

9.5 **Service Control Points/Databases**

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

9.5.2 A Service Control Point (SCP) is deployed in a SS7 network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. Service Management Systems provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.

9.5.3 Technical Requirements for SCPs/Databases

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

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

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

9.6 **Local Number Portability Database**

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

9.7 **SS7 Network Interconnection**

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

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

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

9.7.4 SS7 Network Interconnection shall provide:

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

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

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

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

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

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

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

9.7.9 Interface Requirements

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

9.7.9.1.1 A-link interface from Aeneas local or tandem switching systems; and

9.7.9.1.2 B-link interface from Aeneas STPs.

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

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

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

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

10. Operator Service and Directory Assistance

10.1 Operator Service provides: (1) operator handling for call completion (for example, collect, third number billing, and manual calling-card calls), (2) operator or automated assistance for billing after the end user has dialed the called number (for example, calling card calls); and (3) special services including but not limited to Busy Line Verification and Emergency Line Interrupt (ELI), Emergency Agency Call, and Operator-assisted Directory Assistance.

10.2 Upon request for BellSouth Operator Services, BellSouth shall:

10.2.1 Process 0+ and 0- dialed local calls.

10.2.2 Process 0+ and 0- intraLATA toll calls.

10.2.3 Process calls that are billed to Aeneas end user's calling card that can be validated by BellSouth.

10.2.4 Process person-to-person calls.

10.2.5 Process collect calls.

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

10.2.7 Process station-to-station calls.

10.2.8 Process Busy Line Verify and Emergency Line Interrupt requests.

10.2.9 Process emergency call trace originated by Public Safety Answering Points.

10.2.10 Process operator-assisted directory assistance calls.

10.2.11 Adhere to equal access requirements, providing Aeneas local end users the same IXC access as provided to BellSouth end users.

10.2.12 Exercise at least the same level of fraud control in providing Operator Service to Aeneas that BellSouth provides for its own operator service.

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

10.2.14 Direct customer account and other similar inquiries to the customer service center designated by Aeneas.

10.2.15 Provide call records to Aeneas in accordance with ODUF standards specified in Attachment 7.

10.2.16 The interface requirements shall conform to the interfacespecifications for the platform used to provide Operator Services as long as the interface conforms to industry standards.

10.3 **Directory Assistance Service**

10.3.1 Directory Assistance Service provides local end user telephone number listings with the option to complete the call at the caller's direction separate and distinct from local switching.

10.3.2 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by Aeneas's end user, BellSouth shall provide caller-optional directory assistance call completion service at rates contained in this Attachment to one of the provided listings.

10.3.3 **Directory Assistance Service Updates**

10.3.3.1 BellSouth shall update end user listings changes daily. These changes include:

10.3.3.1.1 New end user connections

10.3.3.1.2 End user disconnections

10.3.3.1.3 End user address changes

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

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

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

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

10.4.2.1 Service Level 1 - BellSouth Branding

10.4.2.2 Service Level 2 - Unbranding

10.4.2.3 Service Level 3 - Custom Branding

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

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

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

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

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

10.4.4.4 BellSouth Branding is the Default Service Level.

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

10.4.4.6 Unbranding - Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by Aeneas to the BellSouth TOPS. These calls are routed to "No Announcement."

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

10.4.4.8 In addition to the branding methods described in this Section, Unbranding and Custom Branding are also available for Directory Assistance, Operator Call Processing or both via Originating Line Number Screening (OLNS) software. When utilizing this method of Unbranding or Custom Branding, Aeneas shall not be required to purchase dedicated trunking.

10.4.4.9 For BellSouth to provide Unbranding or Custom Branding via OLNS software for Operator Call Processing or for Directory Assistance, Aeneas must have its Operating Company Number ("OCN(s)") and telephone numbers reside in BellSouth's LIDB; however, a BellSouth LIDB Storage Agreement is not required. To implement Unbranding and Custom Branding via OLNS software, Aeneas must submit a manual order form which requires, among other things, Aeneas's OCN and a forecast for the traffic volume anticipated for each BellSouth TOPS during the peak busy hour. Aeneas shall provide updates to such forecast on a quarterly basis and at any time such forecasted traffic volumes are expected to change significantly. Upon Aeneas's purchase of Unbranding or Custom Branding using OLNS software for any particular TOPS, all Aeneas end users served by that TOPS will receive the Unbranded "no announcement" or the Custom Branded announcement.

10.4.4.10 Rates for Unbranding and Custom Branding via OLNS software for Directory Assistance and for Operator Call Processing are as set forth in this Attachment.

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

10.4.5 **For Facilities Based Carriers**

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

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

10.4.5.3 Directory Assistance customized branding uses:

10.4.5.3.1 the recording of Aeneas;

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

10.4.5.4 Operator Call Processing customized branding uses:

10.4.5.4.1 the recording of Aeneas;

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

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

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

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

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

10.5.2 BellSouth shall initially provide Aeneas with a Base File of subscriber listings which reflect all listing change activity occurring since Aeneas's most recent update via magnetic tape. DADS is available and may be ordered on a Business, Residence or combined Business and Residence listings basis for each central office requested. BellSouth will require approximately 30- 45 days after receiving an order from Aeneas to prepare the Base File.

10.5.3 BellSouth will provide updates at least weekly reflecting all listing change activity occurring since Aeneas's previous update. Delivery of updates will commence immediately after Aeneas receives the Base File. Updates will be provided via magnetic tape unless BellSouth and Aeneas mutually develop CONNECT: Direct ™ electronic connectivity. Aeneas will pay all costs associated with CONNECT: Direct ™ connectivity, which will vary depending upon volume and mileage.

10.5.4 Aeneas authorizes the inclusion of Aeneas Directory Assistance listings in the BellSouth Directory Assistance products, including but not limited to DADS. Any other use is not authorized.

10.6 **Direct Access to Directory Assistance Service**

10.6.1 Direct Access to Directory Assistance Service (DADAS) will provide Aeneas's directory assistance operators with the ability to search all available BellSouth subscriber listings using the Directory Assistance search format. Subscription to DADAS will allow Aeneas to utilize its own switch, operator workstations and optional audio subsystems.

10.6.2 Rates, terms and conditions for provisioning DADAS are as set forth in the FCC tariff No. 1.

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

11.1 The ALI/DMS Database contains end user information (including name, address, telephone information, and sometimes special information from the local service provider or end user) used to determine to which Public Safety Answering Point ("PSAP") to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911.

11.2 Technical Requirements

11.2.1 BellSouth shall provide Aeneas a data link to the ALI/DMS database or permit Aeneas to provide its own data link to the ALI/DMS database. BellSouth shall

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

11.2.2 When BellSouth is responsible for administering the ALI/DMS database in its entirety, ported number NXXs entries for the ported numbers should be maintained unless Aeneas requests otherwise and shall be updated if Aeneas requests, provided Aeneas supplies BellSouth with the updates.

11.2.3 When Remote Call Forwarding (RCF) is used to provide number portability to the local end user and a remark or other appropriate field information is available in the database, the shadow or "forwarded-to" number and an indication that the number is ported shall be added to the customer record.

11.2.4 If BellSouth is responsible for configuring PSAP features (for cases when the PSAP or BellSouth supports an ISDN interface) it shall ensure that CLASS Automatic Recall (Call Return) is not used to call back to the ported number. Although BellSouth currently does not have ISDN interface, BellSouth agrees to comply with this requirement once ISDN interfaces are in place.

11.2.5 Interface Requirements

11.2.5.1 The interface between the E911 Switch or Tandem and the ALI/DMS database for Aeneas end users shall meet industry standards.

12. Calling Name (CNAM) Database Service

12.1 CNAM is the ability to associate a name with the calling party number, allowing the end user (to which a call is being terminated) to view the calling party's name before the call is answered. This service also provides Aeneas the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.

12.2 Aeneas shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services. Said notice shall be in writing, no less than 60 days prior to Aeneas's access to BellSouth's CNAM Database Services and shall be addressed to Aeneas's Account Manager.

12.3 BellSouth's provision of CNAM Database Services to Aeneas requires interconnection from Aeneas to BellSouth CNAM Service Control Points (SCPs). Such interconnections shall be established pursuant to Attachment 3 of this Agreement, incorporated herein by this reference.

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

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

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

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

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

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

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

13.1 BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide Aeneas the capability to create service applications in a BellSouth SCE and deploy those applications in a BellSouth SMS to a BellSouth SCP.

13.2 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to Aeneas. Training, documentation, and technical support will

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

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

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

13.4.1 Aeneas access will be provided via remote data connection (e.g., dial-in, ISDN).

13.4.2 BellSouth shall allow Aeneas to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth.

14. Basic 911 and E911

14.1 Basic 911 and E911 provides a caller access to the applicable emergency service bureau by dialing 911.

14.2 Basic 911 Service Provisioning. BellSouth will provide to Aeneas a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. Aeneas will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. Aeneas will be required to route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, Aeneas will be required to begin using E911 procedures.

14.3 E911 Service Provisioning. Aeneas shall install a minimum of two dedicated trunks originating from the Aeneas serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at a minimum, DS-0 level trunks configured either as a 2-wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA-type signaling with multifrequency ("MF") pulsing that will deliver automatic number identification ("ANI") with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law convention. Aeneas will be required to provide BellSouth daily updates to the E911 database. Aeneas will be required to forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, Aeneas will be required to route the call to a designated 7-digit local number residing in the appropriate Public Service Answering Point ("PSAP").

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

14.4 Rates. Charges for 911/E911 service are borne by the municipality purchasing the service. BellSouth will impose no charge on Aeneas beyond applicable charges for BellSouth trunking arrangements.

14.5 Basic 911 and E911 functions provided to Aeneas shall be at least at parity with the support and services that BellSouth provides to its end users for such similar functionality.

14.6 Detailed Practices and Procedures. The detailed practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers as amended from time to time during the term of this Agreement will determine the appropriate practices and procedures for BellSouth and Aeneas to follow in providing 911/E911 services.

15. Operational Support Systems (OSS)

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

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

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

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

15.3 Denial/Restoral OSS Charge

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

15.4 Cancellation OSS Charge

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

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

15.4.3 Network Elements and Other Services Manual Additive

15.4.3.1 The Commissions in some states have ordered per-element manual additive non-recurring charges (NRC) for Network Elements and Other Services ordered by means other than one of the interactive interfaces. These ordered Network Elements and Other Services manual additive NRCs will apply in these states, rather than the charge per LSR. The per-element charges are listed on the Rate Tables in Exhibit B.

EXHIBIT A

LINE INFORMATION DATA BASE (LIDB)

FACILITIES BASED STORAGE AGREEMENT

I. Definitions (from Addendum)

A. Billing number - a number that Aeneas creates for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.

B. Line number - a ten digit number that identifies a telephone line administered by Aeneas.

C. Special billing number - a ten-digit number that identifies a billing account established by Aeneas.

D. Calling Card number - a billing number plus PIN number.

E. PIN number - a four-digit security code assigned by Aeneas that is added to a billing number to compose a fourteen-digit calling card number.

F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by Aeneas.

G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.

H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.

I. Billing number information - information about billing number, Calling Card number and toll billing exception indicator provided to BellSouth by Aeneas.

II. General

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

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

B. BellSouth will provide responses to on-line, call-by-call queries to billing number information for the following purposes:

1. Billed Number Screening

a. BellSouth is authorized to use the billing number information to determine whether Aeneas has identified the billing number as one that should not be billed for collect or third number calls.

2. Calling Card Validation

a. BellSouth is authorized to validate a 14-digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BellSouth and where the last four digits (PIN) are a security code assigned by BellSouth.

3. Fraud Control

a. BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BellSouth's LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify Aeneas of fraud alerts so that Aeneas may take action it deems appropriate.

III. Responsibilities of the Parties

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

B. Billing and Collection Customers

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

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

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

2. Charges for such services shall appear on a separate BellSouth bill page identified with the name of the B&C Customers for which BellSouth is billing the charge.

3. Aeneas shall have the responsibility to render a billing statement to its End Users for these charges, but Aeneas shall pay BellSouth for the charges billed regardless of whether Aeneas collects from Aeneas's End Users.

4. BellSouth shall have no obligation to become involved in any disputes between Aeneas and B&C Customers. BellSouth will not issue adjustments for charges billed on behalf of any B&C Customer to Aeneas. It shall be the responsibility of Aeneas and the B&C Customers to negotiate and arrange for any appropriate adjustments.

C. SPNP Arrangements

1. BellSouth will include billing number information associated with exchange lines or SPNP arrangements in its LIDB. Aeneas will request any toll billing exceptions via the Local Service Request (LSR) form used to order exchange lines, or the SPNP service request form used to order SPNP arrangements.

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

V. Fees for Service and Taxes

A. Aeneas will not be charged a fee for storage services provided by BellSouth to Aeneas, as described in Section I of this LIDB Facilities Based Storage Agreement.

B. Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by Aeneas in accordance with the tax provisions set forth in the General Terms and Conditions of this Agreement.

							RATES					OSS RATES					
								Nonrecurring		Nonrecurring		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc 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	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Geographically Deaveraged UNE Zones and applicable rates have been established for certain services, as shown in this Agreement. Where Geographically Deaveraged UNE Zones and applicable rates are established, Statewide rates are obsolete. Further, BellSouth is in the process of enhancing its billing systems in order to accomodate this Geographically Deaveraged UNE Zone Rate Structure. Until these enhancements are accomplished, estimated to be mid 2001, the UNE Zone 1 rate will be billed for all services residing in Zones 1, 2, 3 or 4, i.e., Rates for services residing in UNE Zones 2, 3 and UNE Zone 4, where applicable, will not be billed. Once billing enhancements are complete, all applicable UNE Zone rates reflected in this Agreement will be billed. Reference Internet Website http://www.interconnection.bellsouth.com/become_clec/docs/interconnection/deavuzns.pdf to view Geographically Deaveraged UNE Zone Designations by Central Office.																
UNBUNDLED EXCHANGE ACCESS LOOP																	
		2-WIRE ANALOG VOICE GRADE LOOP															
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone		1	UEANL	UEAL2	$15.92	$78.93	$50.98	$10.65	$1.41			$20.35	$10.54	$13.32	$13.32
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone		2	UEANL	UEAL2	$20.79	$78.93	$50.98	$10.65	$1.41			$20.35	$10.54	$13.32	$13.32
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone		3	UEANL	UEAL2	$27.18	$78.93	$50.98	$10.65	$1.41			$20.35	$10.54	$13.32	$13.32
		Engineering Information Document (E			UEANL			$28.80	$28.80								
		Manual Order Coordination for UVL-SL1s (per loop			UEANL	UEAMC		$36.46	$36.46								
		Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR) *			UEANL	OCOSL		$34.29	$34.29								
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone		1	UEA	UEAL2	$16.56	$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	UEA	UEAL2	$21.63	$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	UEA	UEAL2	$28.28	$75.06	$48.20	$28.70	$17.64			$20.35	$10.54	$13.32	
		Order Coordination for Specified Conversion Time (per LS			UEA	OCOSL		$34.29									
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone		1	UEA	UEAR2	$16.56	$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	UEA	UEAR2	$21.63	$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	UEA	UEAR2	$28.28	$75.06	$48.20	$28.70	$17.64			$20.35	$10.54	$13.32	
		Order Coordination for Specified Conversion Time (per LS			UEA	OCOSL		$34.29									
		4-WIRE ANALOG VOICE GRADE LOOP															
		4-Wire Analog Voice Grade Loop - Zone		1	UEA	UEAL4	$24.70	$122.76	$85.57	$76.35	$39.16			$20.35	$10.54	$13.32	
		4-Wire Analog Voice Grade Loop - Zone		2	UEA	UEAL4	$32.25	$122.76	$85.57	$76.35	$39.16			$20.35	$10.54	$13.32	
		4-Wire Analog Voice Grade Loop - Zone		3	UEA	UEAL4	$42.17	$122.76	$85.57	$76.35	$39.16			$20.35	$10.54	$13.32	
		Order Coordination for Specified Conversion Time (per LS			UEA	OCOSL		$34.29									
		2-WIRE ISDN DIGITAL GRADE LOOP															
		2-Wire ISDN Digital Grade Loop - Zone		1	UDN	U1L2X	$22.00	$142.76	$88.88	$76.35	$39.16			$20.35	$10.54	$13.32	
		2-Wire ISDN Digital Grade Loop - Zone		2	UDN	U1L2X	$29.02	$142.76	$88.88	$76.35	$39.16			$20.35	$10.54	$13.32	
		2-Wire ISDN Digital Grade Loop - Zone		3	UDN	U1L2X	$37.95	$142.76	$88.88	$76.35	$39.16			$20.35	$10.54	$13.32	
		Order Coordination For Specified Conversion Time (per LS			UDN	OCOSL		$34.29									
		2-WIRE Universal Digital Channel (UDC) COMPATIBLE LOOP															
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 1		1	UDC	UDC2X	$21.15	$228.92	$152.42	**$110.01**	**$21.63**			$20.35	$10.54	$13.32	
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 2		2	UDC	UDC2X	$27.62	$228.92	$152.42	**$110.01**	**$21.63**			$20.35	$10.54	$13.32	
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 3		3	UDC	UDC2X	$36.12	$228.92	$152.42	**$110.01**	**$21.63**			$20.35	$10.54	$13.32	
		2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP															
		2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP															
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone		1	UAL	UAL2X	$13.82	$270.01	$234.63	$74.54	$39.14			$20.35	$10.54	$13.32	
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone		2	UAL	UAL2X	$18.05	$270.01	$234.63	$74.54	$39.14			$20.35	$10.54	$13.32	
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone		3	UAL	UAL2X	$23.60	$270.01	$234.63	$74.54	$39.14			$20.35	$10.54	$13.32	
		Order Coordination for Specified Conversion Time (per LS			UAL	OCOSL		$34.29									
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone	I	1	UAL	UAL2W	$13.82	$31.99	$20.02	$10.65	$1.41			$20.35	$10.54	$13.32	
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone	I	2	UAL	UAL2W	$18.05	$31.99	$20.02	$10.65	$1.41			$20.35	$10.54	$13.32	

							RATES					OSS RATES					
								Nonrecurring		Nonrecurring		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc 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	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	Rec	First	Add'l	Disconnect First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 3	I	3	UAL	UAL2W	$23.6	$31.99	$20.02	$10.65	$1.41			$20.35	$10.54	$13.32	
		Order Coordination for Specified Conversion Time (per LS			UAL	OCOSL		$34.29									
		2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOF															
		2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOF															
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone		1	UHL	UHL2X	$10.83	$270.01	$234.63	$74.54	$39.14			$20.35	$10.54	$13.32	
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone		2	UHL	UHL2X	$14.15	$270.01	$234.63	$74.54	$39.14			$20.35	$10.54	$13.32	
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone		3	UHL	UHL2X	$18.50	$270.01	$234.63	$74.54	$39.14			$20.35	$10.54	$13.32	
		Order Coordination for Specified Conversion Tir			UHL	OCOSL		$34.29									
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone	I	1	UHL	UHL2W	$10.83	$31.99	$20.02	$10.65	$1.41			$20.35	$10.54	$13.32	
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone	I	2	UHL	UHL2W	$14.15	$31.99	$20.02	$10.65	$1.41			$20.35	$10.54	$13.32	
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone	I	3	UHL	UHL2W	$18.50	$31.99	$20.02	$10.65	$1.41			$20.35	$10.54	$13.32	
		Order Coordination for Specified Conversion Tir			UHL	OCOSL		$34.29									
		4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
		4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone		1	UHL	UHL4X	$13.93	$279.60	$244.22	$74.54	$39.14			$20.35	$10.54	$13.32	
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone		2	UHL	UHL4X	$18.20	$279.60	$244.22	$74.54	$39.14			$20.35	$10.54	$13.32	
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone		3	UHL	UHL4X	$23.80	$279.60	$244.22	$74.54	$39.14			$20.35	$10.54	$13.32	
		Order Coordination for Specified Conversion Tir			UHL	OCOSL		$34.29									
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone	I	1	UHL	UHL4W	$13.93	$31.99	$20.02	$10.65	$1.41			$20.35	$10.54	$13.32	
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone	I	2	UHL	UHL4W	$18.2	$31.99	$20.02	$10.65	$1.41			$20.35	$10.54	$13.32	
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone	I	3	UHL	UHL4W	$23.80	$31.99	$20.02	$10.65	$1.41			$20.35	$10.54	$13.32	
		Order Coordination for Specified Conversion Tir			UHL	OCOSL		$34.29									
		4-WIRE DS1 DIGITAL LOOP															
		4-Wire DS1 Digital Loop - Zone		1	USL	USLXX	$57.73	$313.08	$219.72	$96.86	$40.45			$18.98	$8.43	$11.95	
		4-Wire DS1 Digital Loop - Zone		2	USL	USLXX	$75.40	$313.08	$219.72	$96.86	$40.45			$18.98	$8.43	$11.95	
		4-Wire DS1 Digital Loop - Zone		3	USL	USLXX	$98.59	$313.08	$219.72	$96.86	$40.45			$18.98	$8.43	$11.95	
		Order Coordination for Specified Conversion Tir			USL	OCOSL		$34.59									
		4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
		4 Wire Unbundled Digital 19.2 Kbps		1	UDL	UDL19	$31.1	$207.01	$141.38	$90.7				$20.35	$10.54	$13.32	
		4 Wire Unbundled Digital 19.2 Kbps		2	UDL	UDL19	$40.61	$207.01	$141.38	$90.7	$44.18			$20.35	$10.54	$13.32	
		4 Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	$53.11	$207.01	$141.38	$90.7	$44.18			$20.35	$10.54	$13.32	
		4 Wire Unbundled Digital Loop 56 Kbps - Zone		1	UDL	UDL56	$31.10	$207.01	$141.38	$90.70	$44.18			$20.35	$10.54	$13.32	
		4 Wire Unbundled Digital Loop 56 Kbps - Zone		2	UDL	UDL56	$40.61	$207.01	$141.38	$90.70	$44.18			$20.35	$10.54	$13.32	
		4 Wire Unbundled Digital Loop 56 Kbps - Zone		3	UDL	UDL56	$53.11	$207.01	$141.38	$90.70	$44.18			$20.35	$10.54	$13.32	
		Order Coordination for Specified Conversion Tir			UDL	OCOSL		$34.29									
		4 Wire Unbundled Digital Loop 64 Kbps - Zone		1	UDL	UDL64	$31.10	$207.01	$141.38	$90.70	$44.18			$20.35	$10.54	$13.32	
		4 Wire Unbundled Digital Loop 64 Kbps - Zone		2	UDL	UDL64	$40.61	$207.01	$141.38	$90.70	$44.18			$20.35	$10.54	$13.32	
		4 Wire Unbundled Digital Loop 64 Kbps - Zone		3	UDL	UDL64	$53.11	$207.01	$141.38	$90.70	$44.18			$20.35	$10.54	$13.32	
		Order Coordination for Specified Conversion Tir			UDL	OCOSL		$34.29									
		2-WIRE Unbundled COPPER LOOP															
		2 Wire Unbundled Copper Loop/Short including manual service inquiry & fac. reservation - Statewide	I	sw	UCL	UCLPB	$12.16	$131.99	$120.02	$10.65	$1.41			$20.35	$10.54	$13.32	
		Order Coordination for Unbundled Copper Loops (per loc			UCL	UCLMC		$36.52	$36.52								
		2-Wire Unbundled Copper Loop/Short without manual svc. inquiry and facility reservation - Statewide	I	sw	UCL	UCLPW	$12.16	$31.99	$20.02	**$10.65**	**$1.41**			**$20.35**	**$10.54**	$13.32	

							RATES					OSS RATES					
								Nonrecurring		Nonrecurring		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc 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	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	Rec	First	Add'l	Disconnect First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		$36.52	$36.52								
		2-Wire Unbundled Copper Loop/Long - includes manual svc inquiry and facility reservation - Statewid	I	SW	UCL	UCL2L	$12.16	$131.99	$120.02	$10.65	$1.41			$20.35	$10.54	$13.32	
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		$36.52	$36.52								
		2-Wire Unbundled Copper Loop/Long - without manual svc. inquiry a facility reservation - Statewid	I	SW	UCL	UCL2W	$12.16	$31.99	$20.02	$10.65	$1.41			$20.35	$10.54	$13.32	
		Order Coordination for Unbundled Copper Loops (per loc			UCL	UCLMC		$36.52	$36.52								
		2-Wire Unbundled Copper Loop - Non-Designed Zone	I	1	UEQ	UEQ2X	$13.19	$31.99	$20.02	$10.65	$1.41		$19.99				
		2 Wire Unbundled Copper Loop - Non-Designed - Zone	I	2	UEQ	UEQ2X	$17.23	$31.99	$20.02	$10.65	$1.41		$19.99				
		2 Wire Unbundled Copper Loop - Non-Designed - Zone	I	3	UEQ	UEQ2X	$22.53	$31.99	$20.02	$10.65	$1.41		$19.99				
		Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		$36.46	$36.46								
		Engineering Information Docume			UEQ			$28.80	$28.80								
		Loop Testing - Basic 1st Half Hou			UEQ	URET1		$78.92	$78.92								
		Loop Testing - Basic Additional Half Ho			UEQ	URETA		$23.33	$23.33								
	4-WIRE COPPER LOOP																
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Statewide	I	SW	UCL	UCL4S	$12.16	$131.99	$120.02	$10.65	$1.41			$20.35	$10.54	$13.32	
		Order Coordination for Unbundled Copper Loops (per loc			UCL	UCLMC		$36.52	$36.52								
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Statewid	I	SW	UCL	UCL4W	$12.16	$31.99	$20.02	$10.65	$1.41			$20.35	$10.54	$13.32	
		Order Coordination for Unbundled Copper Loops (per loc			UCL	UCLMC		$36.52	$36.52								
		4-Wire Unbundled Copper Loop/Long - includes manual svc inquiry and facility reservation - Statewid	I	SW	UCL	UCL4L	$12.15	$131.99	$120.02	$10.65	$1.41			$20.35	$10.54	$13.32	
		Order Coordination for Unbundled Copper Loops (per loc			UCL	UCLMC		$36.52	$36.52								
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry a facility reservation - Statewid	I	SW	UCL	UCL4O	$12.16	$31.99	$20.02	$10.65	$1.41			$20.35	$10.54	$13.32	
		Order Coordination for Unbundled Copper Loops (per loc			UCL	UCLMC		$36.52	$36.52								
LOOP MODIFICATION																	
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair le than or equal to 18k f	I		UAL, UHL, UCL, UEQ	ULM2L		$65.40	$65.40								
		Unbundled Loop Modification, Removal of Load Coils - 2 wire greater than 18k ft	I		UCL	ULM2G		$710.71	$23.77								
		Unbundled Loop Modification Removal of Load Coils - 4 Wire less th or equal to 18K f	I		UHL, UCL	ULM4L		$65.40	$65.40								
		Unbundled Loop Modification Removal of Load Coils - 4 Wire pair greater than 18k f	I		UCL	ULM4G		$710.71	$23.77								
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loo	I		UAL, UHL, UCL, UEQ, UEF	ULMBT		$65.44	$65.44								
SUB-LOOPS																	
	Sub-Loop Distribution																
		Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-U	I		UEANL	USBSA		$517.25	$517.25					$20.35	$10.54	$13.32	$13.32
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-U	I		UEANL	USBSB		$42.68	$42.68					$20.35	$10.54	$13.32	$13.32
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up	I		UEANL	USBSC		$313.01	$313.01					$20.35	$10.54	$13.32	$13.32
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-U	I		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		SW	UEANL	USBN2	$10.02	$148.84	$112.34	$73.14	$36.65			$20.35	$10.54	$13.32	$13.32
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		$34.29	$34.29								
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zon		1	UEANL	USBN4	$7.30	$147.93	$75.11	$99.96	$16.98		$19.99		$13.32		
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zon		2	UEANL	USBN4	$9.54	$147.93	$75.11	$99.96	$16.98		$19.99		$13.32		
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zon		3	UEANL	USBN4	$12.47	$147.93	$75.11	$99.96	$16.98		$19.99		$13.32		
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		$34.29	$34.29								
		Sub-Loop 2-Wire Intrabuilding Network Cable (IN	I		UEANL	USBR2	$1.35	$94.56	$29.35	$94.41	$13.09		$19.99			$13.32	$13.32
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		$34.29	$34.29								
		Sub-Loop 4-Wire Intrabuilding Network Cable (IN	I		UEANL	USBR4	$2.26	$116.14	$37.10	$99.96	$16.98		$19.99			$13.32	$13.32
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		$34.29	$34.29								
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone	I	1	UEF	UCS2X	~~$5.16~~	~~$110.71~~	~~$37.89~~	~~$94.41~~	~~$13.09~~		~~$19.99~~				
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone	I	2	UEF	UCS2X	~~$6.74~~	~~$110.71~~	~~$37.89~~	~~$94.41~~	~~$13.09~~		~~$19.99~~				

							RATES					OSS RATES					
								Nonrecurring		Nonrecurring		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc 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	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	Rec	First	Add'l	Disconnect First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone	I	3	UEF	UCS2X	~~$8.81~~	~~$110.71~~	~~$37.89~~	~~$94.41~~	~~$13.09~~		~~$19.99~~				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		$34.29	$34.29								
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone	I	1	UEF	UCS4X	~~$6.52~~	~~$117.12~~	~~$44.30~~	~~$99.96~~	~~$16.98~~		~~$19.99~~				
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone	I	2	UEF	UCS4X	~~$8.52~~	~~$117.12~~	~~$44.30~~	~~$99.96~~	~~$16.98~~		~~$19.99~~				
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone	I	3	UEF	UCS4X	~~$11.14~~	~~$117.12~~	~~$44.30~~	~~$99.96~~	~~$16.98~~		~~$19.99~~				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		$34.29	$34.29								
	Sub-Loop Feeder																
		USL-Feeder, DS0 Set-up per Cross Box location - CLEC Distribution Facility set-up			UEA, UDN,UCL,UDL,UDC	USBFW		$517.25									
		USL Feeder - DS0 Set-up per Cross Box location - per 25 pair set-u			UEA, UDN,UCL,UDL,UDC	USBFX		$42.68	$42.68								
		USL Feeder DS1 Set-up at DSX location, per DS1 terminati			USL	USBFZ		$531.04	$11.34								
		Unbundled Sub-Loop Feeder Loop, 2 Wire Ground-Start, Voice Grade-Statewide		SW	UEA	USBFA	$12.05	$122.24	$85.05	$76.35	$39.16		$19.99	$20.35	$10.54	$13.32	
		Order Coordination for Specified Conversion Time, per LS			UEA	OCOSL		$34.29									
		Unbundled Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Statewide		SW	UEA	USBFB	$12.05	$122.24	$85.05	$76.35	$39.16		$19.99	$20.35	$10.54	$13.32	
		Order Coordination for Specified Time Conversion, per LS			UEA	OCOSL		$34.29									
		Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade Loop - Statewid		SW	UEA	USBFC	$12.05	$122.24	$85.05	$76.35	$39.16		$19.99	$20.35	$10.54	$13.32	
		Order Coordination For Specified Conversion Time, per LS			UEA	OCOSL		$34.29									
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grad Zone 1		1	UEA	USBFD	$21.52	$137.31	$61.93	$118.04	$30.13		$19.99				
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grad Zone 2		2	UEA	USBFD	$28.11	$137.31	$61.93	$118.04	$30.13		$19.99				
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground Start, Voice Grad Zone 3		3	UEA	USBFD	$36.76	$137.31	$61.93	$118.04	$30.13		$19.99				
		Order Coordination For Specified Conversion Time, Per LS			UEA	OCOSL		$34.29									
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 1		1	UEA	USBFE	$21.52	$137.31	$61.93	$118.04	$30.13		$19.99				
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 2		2	UEA	USBFE	$28.11	$137.31	$61.93	$118.04	$30.13		$19.99				
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 3		3	UEA	USBFE	$36.76	$137.31	$61.93	$118.04	$30.13		$19.99				
		Order Coordination For Specified Conversion Time, Per LS			UEA	OCOSL		$34.29									
		Unbundled Sub-Loop Feeder Loop, 2 Wire ISDN BRI - Zone		1	UDN	USBFF	$16.11	$142.83	$67.45	$104.67	$18.53		$19.99				
		Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone		2	UDN	USBFF	$21.04	$142.83	$67.45	$104.67	$18.53		$19.99				
		Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone		3	UDN	USBFF	$27.51	$142.83	$67.45	$104.64	$18.53		$19.99				
		Order Coordination For Specified Conversion Time, Per LS			UDN	OCOSL		$34.29									
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatibl		1	UDC	USBFS	$16.11	$142.83	$67.45	$104.67	$18.53		$19.99				
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatibl		2	UDC	USBFS	$21.04	$142.83	$67.45	$104.67	$18.53		$19.99				
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatibl		3	UDC	USBFS	$27.51	$142.83	$67.45	$104.64	$18.53		$19.99				
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone		1	USL	USBFG	$39.74	$116.000	$40.62	$106.82	$18.91		$19.99				
		Unbundled Sub-Loop Feeder, 4-Wire DS1 - Zone		2	USL	USBFG	$51.9	$116.000	$40.62	$106.82	$18.91		$19.99				
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone		3	USL	USBFG	$67.86	$116.000	$40.62	$106.82	$18.91		$19.99				
		Order Coordination For Specified Conversion Time, Per LS			USL	OCOSL		$34.29									
		Unbundled Sub-Loop Feeder, 2-Wire Copper Loop - Zone		1	UCL	USBFH	$9.52	$114.27	$38.89	$104.64	$18.53		$19.99				
		Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone		2	UCL	USBFH	$12.43	$114.27	$38.89	$104.64	$18.53		$19.99				
		Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone		3	UCL	USBFH	$16.26	$114.27	$38.89	$104.64	$18.53		$19.99				
		Order Coordination For Specified Conversion Time, per LS			UCL	OCOSL		$34.29									
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone		1	UCL	USBFJ	$14.37	$123.41	$48.03	$110.44	$22.53		$19.99				
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone		2	UCL	USBFJ	$18.76	$123.41	$48.03	$110.44	$22.53		$19.99				
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone		3	UCL	USBFJ	$24.53	$123.41	$48.03	$110.44	$22.53		$19.99				
		Order Coordination For Specified Conversion Time, per LS			UCL	OCOSL		$34.29									
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Lo		1	UDL	UBSFN	$26.06	$116.000	$40.62	$106.82	$18.91		$19.99				
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Lo		2	UDL	USBFN	$34.03	$116.000	$40.62	$106.82	$18.91	$3.5	$19.99				
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Lo		3	UDL	USBFN	$44.5	$116.000	$40.62	$106.82	$18.91	$3.5	$19.99				
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone		1	UDL	USBFO	$26.06	$116.000	$40.62	$106.82	$18.91		$19.99				
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone		2	UDL	USBFO	$34.03	$116.000	$40.62	$106.82	$18.91		$19.99				
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone		3	UDL	USBFO	$44.5	$116.000	$40.62	$106.82	$18.91		$19.99				
		Order Coordination For Specified Time Conversion, per LS			UDL	OCOSL		$34.29									
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone		1	UDL	USBFP	$26.06	$116.000	$40.62	$106.82	$18.91		$19.99				
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone		2	UDL	USBFP	$34.03	$116.000	$40.62	$106.82	$18.91		$19.99				

							RATES					OSS RATES					
								Nonrecurring		Nonrecurring		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc 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	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	Rec	First	Add'l	Disconnect First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone		3	UDL	USBFP	$44.5	$116.000	$40.62	$106.82	$18.91		$19.99				
		Order Coordination For Specified Conversion Time, per L			UDL	OCOSL		$34.29									
		Unbundled Sub-Loop Modification															
		Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		$335.35	$7.82				**$19.99**				
		Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		$335.36	$7.82				**$19.99**				
		Unbundled Sub-loop Modification - 2-w/4-w Copper Dist Bridged Tap Removal, per PR unloaded			UEF	ULM4T		$528.48	$9.74				**$19.99**				
		Unbundled Network Terminating Wire (UNTW)															
		Unbundled Network Terminating Wire (UNTW) per Pa	I		UENTW	UENPP	$0.45	$2.48	$2.48				$19.99				
		Network Interface Device (NID)															
		Network Interface Device (NID) - 1-2 line			UENTW	UND12		$89.69	$54.56								
		Network Interface Device (NID) - 1-6 line			UENTW	UND16		$129.65	$94.51								
		Network Interface Device Cross Connect - 2 V			UENTW	UNDC2		$0.74	$0.74				$19.99				
		Network Interface Device Cross Connect - 4V			UENTW	UNDC4		$0.74	$0.74				$19.99				
UNBUNDLED LOOP CONCENTRATION																	
		Loop Channelization System			ULC	ULCCS	$307.07	$307.34	$74.37	$4.18		$3.50		$20.35	$10.54	$13.32	
		CO Channel Interface - 2-Wire Voice Grade			ULC	ULCC2	$1.20	$9.57	$9.52	$8.66	$8.60	$3.50		$20.35	$10.54	$13.32	
		Unbundled Loop Concentration - System A (TR00			ULC	UCT8A	$500.18	$613.6	$613.6								
		Unbundled Loop Concentration - System B (TR00			ULC	UCT8B	$54.82	$255.67	$255.67								
		Unbundled Loop Concentration - System A (TR30			ULC	UCT3A	$539.	$613.6	$613.6								
		Unbundled Loop Concentration - System B (TR30			ULC	UCT3B	$92.37	$255.67	$255.67								
		Unbundled Loop Concentration - DS1 Loop Interface Ca			ULC	UCTCO	$6.23	$74.39	$53.07	$30.23	$8.46						
		Unbundled Loop Concentration - ISDN Loop Interface (Brite Ca			UDN	ULCC1	$8.46	$8.69	$8.65	$9.71	$9.65						
		Unbundled Loop Concentration - UDC Loop Interface (Brite Ca			UDC	ULCCU	$8.46	$8.69	$8.65	$9.71	$9.65						
		Unbundled Loop Concentration - -2 Wire Voice-Loop Start or Ground Start Loop Interface (POTS Card			UEA	ULCC2	$2.32	$8.69	$8.65	$9.71	$9.65						
		Unbundled Loop Concentration - 2 Wire Voice - Reverse Battery Loop Interface (SPOTS Card			UEA	ULCCR	$12.45	$8.69	$8.65	$9.71	$9.65						
		Unbundled Loop Concentration - 4 Wire Voice Loop Interfa			UEA	ULCC4	$7.53	$8.69	$8.65	$9.71	$9.65					$13.32	
		Unbundled Loop Concentration - TEST CIRCUIT Ca			ULC	UCTTC	$35.77	$8.69	$8.65	$9.71	$9.65					$13.32	
		Unbundled Loop Concentration - Digital 19.2 Kbps Data Loop Interfa			UDL	ULCC7	$11.03	$8.069	$8.65	$9.71	$9.65						
		Unbundled Loop Concentration - Digital 56 Kbps Data Loop Interfa			UDL	ULCC5	$11.03	$8.69	$8.65	$9.71	$9.65						
		Unbundled Loop Concentration - Digital 64 Kbps Data Loop Interfa			UDL	ULCC6	$11.03	$8.69	$8.65	$9.71	$9.65						
UNBUNDLED SUB-LOOP CONCENTRATION (OUTSIDE CO)																	
UNE OTHER, PROVISIONING ONLY - NO RATE																	
		NID - Dispatch and Service Order for NID installation			UENTW	UNDBX											
		UNTW Circuit Id Establishment, Provisioning Only - No Rate			UENTW	UENCE											
		Unbundled Contract Name, Provisioning Only - No Rate			UEANL,UEF,UEQ,UENTW	UNECN											
		Unbundled Contact Name, Provisioning Only - no rate			UAL,UCL,UDC,UDL,UDN,UEA,UHL,ULC	UNECN	$0.0	$0.0									
		Unbundled Sub-Loop Feeder-2 Wire Cross Box Jumper - no ra			UEA,UDN,UCL,UDC	USBFQ	$0.0	$0.0									
		Unbundled Sub-Loop Feeder-4 Wire Cross Box Jumper - no ra			UEA,USL,UCL,UDL	USBFR	$0.0	$0.0									
		Unbundled DS1 Loop - Superframe Format Option - no ra			USL	CCOSF	$0.0	$0.0									
		Unbundled DS1 Loop - Expanded Superframe Format option - no ra			USL	CCOEF	$0.0	$0.0									
HIGH CAPACITY UNBUNDLED LOCAL LOOP																	
		NOTE: 4 month minimum billing period															
		High Capacity Unbundled Local Loop - DS3 - Per Mile per mor			UE3	1L5ND	$9.19										

							RATES					OSS RATES					
								Nonrecurring		Nonrecurring		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc 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	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	Rec	First	Add'l	Disconnect First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	$374.24	$595.67	$304.5	$234.83	$170.16	$3.5		$36.84	$36.84	$19.01	$19.01
		High Capacity Unbundled Local Loop - STS-1 - Per Mile per mor			UDLSX	1L5ND	$9.19										
		High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	$389.35	$595.37	$304.5	$215.82	$151.15	$3.5		$36.84	$36.84	$19.01	$19.01
LOOP MAKE-UP																	
		Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual). **	I		UMK	UMKLW		$100.00	$100.00								
		Loop Makeup - Preordering With Reservation, per spare facility queried (Manual). **	I		UMK	UMKLP		$100.00	$100.00								
		Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized) **	I					$0.6888	$0.6888								
LINE SHARING																	
		Line Sharing Splitter, per System 96 Line Capaci	I		ULS	ULSDA	$100.00	$150.00	$0.0	$150.00	$0.0	$0.0	$0.0				
		Line Sharing Splitter, per System 24 Line Capaci	I		ULS	ULSDB	$25.00	$150.00	$0.0	$150.00	$0.0	$0.0	$0.0				
		Line Sharing - per Line Activatio	I		ULS	ULSDC	$0.61	$40.00	$21.39	$35.06	$10.79	$0.0		$20.35	$10.54	$13.32	$13.32
		Line Sharing - per Subsequent Activity per Line Rearrangeme	I		ULS	ULSDS		$30.00	$15.00					$20.35	$10.54		
UNBUNDLED TRANSPORT																	
	COMMON TRANSPORT (Shared)																
		Common Transport - Per Mile, Per MOI					$0.0000064										
		Common Transport - Facilities Termination Per MO					$0.0003871										
	NOTE: INTEROFFICE CHANNEL - DEDICATED TRANSPORT - minimum billing period: below DS3 = one month, DS3 and above four months																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE																
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	$0.0174										
		Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per mont			U1TVX	U1TV2	$18.53	$55.39	$17.37	$27.96	$3.51	$3.5		$20.35	$21.09	$9.80	$10.54
		Interoffice Channel - Dedicated Transport- 2-Wire Voice Grade Rev Bat. - Per Mile per month			U1TVX	1L5XX	$0.0174										
		Interoffice Channel - Dedicated Transport- 2- Wire VG Rev Bat. - Facility Termination per mont			U1TVX	U1TR2	$18.53	$55.39	$17.37	$27.96	$3.51	$3.5		$20.35	$21.09	$9.80	$10.54
		Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	$0.0054										
		Interoffice Channel - Dedicated Transport - 4- Wire Voice Grade - Facility Termination per month			U1TVX	U1TV4	$24.09	$37.87	$26.02	**$30.78**	**$13.07**	$3.5		$15.08	$15.08	$8.66	$8.66
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			U1TDX	1L5XX	$0.0174										
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			U1TDX	U1TD5	$18.53	$55.39	$17.37	$27.96	$3.51	$3.5		$20.35	$21.09	$9.80	$10.54
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			U1TDX	1L5XX	$0.0174										
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			U1TDX	U1TD6	$18.53	$55.39	$17.37	$27.96	$3.51	$3.5		$20.35	$21.09	$9.80	$10.54
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1																
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per mor			U1TD1	1L5XX	$0.3525										
		Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			U1TD1	U1TF1	$77.83	$112.40	$76.27	$19.55	$14.99	$3.5		$20.35	$21.09	$9.80	$10.54
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT- DS3																
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per mor			U1TD3	1L5XX	$2.34										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	$848.99	$395.29	$176.56	$109.04	$105.91	$3.50		$36.84	$36.84	$19.01	$19.01
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT- STS-1																

							RATES					OSS RATES					
								Nonrecurring		Nonrecurring		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc 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	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per mor			U1TS1	1L5XX	$2.34										
		Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination per montl			U1TS1	U1TFS	$849.30	$395.29	$176.56	$109.04	$105.91	$3.50		$36.84	$36.84	$19.01	$19.01
	LOCAL CHANNEL - DEDICATED TRANSPORT																
	NOTE: LOCAL CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3=one month, DS3 and above=four months																
		Local Channel - Dedicated - 2-Wire Voice Grade Per Month			ULCVX	ULDV2	$19.02	$199.33	$24.16	$54.81	$4.8	$3.5		$20.35	$10.54	$13.3	$13.3
		Local Channel - Dedicated - 2-Wire Voice Grade Rev Bat per mor			ULCVX	ULDR2	$19.02	$199.33	$24.16	$54.81	$4.8	$3.5		$20.35	$10.54	$13.3	$13.3
		Local Channel - Dedicated - 4-Wire Voice Grade per mor			UNCVX	ULDV4	$20.56	$201.53	$24.83	$55.52	$5.51	$3.5		$20.35	$20.35	$13.3	
		Local Channel - Dedicated - DS1 per mont			ULDD1	ULDF1	$40.99	$277.35	$233.26	$33.16	$22.3	$3.5		$45.68	$1.76	$21.75	$1.76
		Local Channel - Dedicated - DS3 - Per Mile per mon			ULDD3	1L5NC	$7.15										
		Local Channel - Dedicated - DS3 - Facility Termination per mor			ULDD3	ULDF3	$611.3	$595.37	$304.5	$215.82	$151.15	$3.50		$36.84	$36.84	$19.01	$19.01
		Local Channel - Dedicated - STS-1- Per Mile per mon			ULDS1	1L5NC	$7.15										
		Local Channel - Dedicated - STS-1 - Facility Termination per mor			ULDS1	ULDFS	$599.59	$595.37	$611.3	$304.5	$215.82	$3.50		$36.84	$36.84	$19.01	$19.01
MULTIPLEXERS																	
		Channelization - DS1 to DS0 Channel Syste			UXTD1	MQ1	$80.77	$141.67	$77.11	$44.47	$42.62	$3.5		$20.35	$9.8	$11.49	$1.18
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)			UDL	1D1DD	$1.82	$6.07	$4.66								
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month			UDN	UC1CA	$3.10	$6.07	$4.66								
		Voice Grade COCI - DS1 to DS0 Channel System - per mon			UEA	1D1VG	$.91	$6.07	$4.66								
		DS3 to DS1 Channel System per mont			UXTD3	MQ3	$222.98	$308.03	$108.47	$6.34	$4.23	$3.5		$20.35	$9.8	$11.49	$1.18
		STS1 to DS1 Channel System per mont			UXTS1	MQ3	$222.98	$308.03	$108.47	$6.34	$4.23	$3.5		$20.35	$9.80	$11.49	$1.18
		DS3 Interface Unit (DS1 COCI) used with Loop per mont			USL	UC1D1	$17.58	$6.07	$4.66								
DARK FIBER																	
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Channe			UDF	1L5DC	$53.23										
		NRC Dark Fiber - Local Channe			UDF	UDFC4		$1,219.22	$169.75	$453.22	$339.34	$3.5					
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Interoffice Channe			UDF	1L5DF	$53.23										
		NRC Dark Fiber - Interoffice Channe			UDF	UDF14		$1,219.22	$169.75	$453.22	$339.34	$3.5		$0.00	$0.00	$0.00	$0.00
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Loop			UDF	1L5DL	$53.23										
		NRC Dark Fiber - Local Loo			UDF	UDFL4		$1,219.22	$169.75	$453.22	$339.34	$3.5		$0.00	$0.00	$0.00	$0.00
TRANSPORT OTHER																	
		Clear Channel Capability (B8ZS/ESF) Option - Subsequent - per DS1 Channe			UNC1X	CCOEF		$185.16	$23.85	$2.03	$0.79	$3.50		$29.33	$3.93		
		Clear Channel Capability (B8ZS/SF) Option - Subsequent - per DS1 Channe			UNC1X	CCOSF		$185.16	$23.85	$2.03	$0.79	$3.50		$29.33	$3.93		
8XX ACCESS TEN DIGIT SCREENING																	
		8XX Access Ten Digit Screening, Per Ca			OHD		$0.0005192										
		8XX Access Ten Digit Screening, Reservation Charge Per 8XX Number Reservec			OHD	N8R1X		$5.21	$0.76					$20.35			
		8XX Access Ten Digit Screening, Per 8XX No. Established W/O POTS Translations			OHD			$11.47	$1.46	$7.34	$0.7602			$20.35		$13.28	
		8XX Access Ten Digit Screening, Per 8XX No. Established With POTS Translations			OHD	N8FTX		$11.47	$1.46	$7.34	$0.7602			$20.35		$13.28	
		8XX Access Ten Digit Screening, Customized Area of Service Per 8X Number			OHD	N8FCX		$4.47	$2.24								
		8XX Access Ten Digit Screening, Multiple InterLATA CXR Routing Per CXR Requested Per 8XX No			OHD	N8FMX		$5.23	$3.00								
		8XX Access Ten Digit Screening, Change Charge Per Reque			OHD	N8FAX		$5.97	$0.76					$20.35			
		8XX Access Ten Digit Screening, Call Handling and Destination Features			OHD	N8FDX		$4.47									
LINE INFORMATION DATA BASE ACCESS (LIDB)																	
		LIDB Common Transport Per Quer				OQT	$0.0000354										
		LIDB Validation Per Quer				OQU	$0.0117403										

							RATES					OSS RATES					
								Nonrecurring		Nonrecurring		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc 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	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	Rec	First	Add'l	Disconnect First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		LIDB Originating Point Code Establishment or Chan						$49.03						$20.35			
SIGNALING (CCS7)																	
		CCS7 Signaling Termination, Per STP Por					$138.41										
		CCS7 Signaling Usage, Per TCAP Messag					$0.0000916										
		CCS7 Signaling Connection, Per link (A lin					$17.84	$130.84						$20.35			
		CCS7 Signaling Connection, Per link (B link) (also known as D lir					$17.84	$130.84						$20.35			
		CCS7 Signaling Usage, Per ISUP Messag					$0.0000373										
		CCS7 Signaling Usage Surrogate, per link per LAT					$352.30							$20.35			
CALLING NAME (CNAM) SERVICE																	
		CNAM for DB Owners, Per Quer					$0.016										
		CNAM for Non DB Owners, Per Quer					$0.01										
		CNAM (Non-Databs Owner), NRC, applies when using the Character Based User Interface (CHUI			OQV	CDDCH		$595.00									
OPERATOR CALL PROCESSING																	
		Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIE					$1.2										
		Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIE					$1.24										
		Oper. Call Processing - Fully Automated, per Call - Using BST LIE					$0.20										
		Oper. Call Processing - Fully Automated, per Call - Using Foreign LI					$0.20										
INWARD OPERATOR SERVICES																	
		Inward Operator Services - Verification, Per Ca					$1.00										
		Inward Operator Services - Verification and Emergency Interrupt - Per Call					$1.95										
BRANDING - OPERATOR CALL PROCESSING																	
		Recording of Custom Branded OA Announcement				CBAOS		$7,000.00	$7,000.00	$9.61	$9.61						
		Loading of Custom Branded OA Announcement per shelf/NAV				CBAOL		$500.00	$500.00			$3.50					
DIRECTORY ASSISTANCE SERVICES																	
	DIRECTORY ASSISTANCE ACCESS SERVICE																
		Directory Assistance Access Service Calls, Charge Per Ca					$0.275										
	DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)																
		Directory Assistance Call Completion Access Service (DACC), Per C Attempt					$0.1										
	UNBRANDING																
	DIRECTORY TRANSPORT																
		Directory Transport - Local Channel DS					$133.81	$868.97	$486.83			$3.5					
		Directory Transport - DS1 Level Interoffice Per Mi					$23.00					$3.5					
		Directory Transport - DS1 Level Interoffice Per Facility Terminati					$90.00	$100.49	$100.49			$3.5					
	DIRECTORY ASSISTANCE DATA BASE SERVICE (DADS)																
		Directory Assistance Data Base Service Charge Per Listir					$0.04										
		Directory Assistance Data Base Service, per mont				DBSOF	$150.00										
BRANDING - DIRECTORY ASSISTANCE																	
		Custom Branding Announcement, per Recording to be used with the provision of DA			AMT	CBADA		$3,000.00	$3,000.00								
		Loading of Custom Branded Announcement per DRAM Card/Switch			AMT	CBADC		$690.00	$690.00								
SELECTIVE ROUTING																	
		Selective Routing Per Unique Line Class Code Per Request Per Swit				USRCR		$179.60	$179.6					$30.89	$7.03		
VIRTUAL COLLOCATION																	
		Virtual Collocatin - DS1 Cross Connect			USL,ULC	CNC1X	$1.319	$32.22	$17.76	$10.46	$8.75						

							RATES					OSS RATES					
								Nonrecurring		Nonrecurring		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc 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	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	Rec	First	Add'l	Disconnect First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
AIN SELECTIVE CARRIER ROUTING																	
		Regional Service Establishment			SRC	SRCEC		$391,788.00	##########								
		End Office Establishment			SRC	SRCEO		$320.53	$320.53								
		Line/Port NRC, per end user			SRC	SRCLP		$2.06	$2.06								
		Query NRC, per query			SRC			$0.000448									
AIN - BELLSOUTH AIN SMS ACCESS SERVICE																	
		AIN SMS Access Service - Service Establishment, Per State, Initial Setup				CAMSE		$135.56					$19.99				
		AIN SMS Access Service - Port Connection - Dial/Shared Access				CAMDP		$41.75									
		AIN SMS Access Service - Port Connection - ISDN Access				CAM1P		$41.75									
		AIN SMS Access Service - User Identification Codes - Per User ID Code				CAMAU		$96.63									
		AIN SMS Access Service - Security Card, Per User ID Code, Initial or Replacement				CAMRC		$113.67									
		AIN SMS Access Service - Storage, Per Unit (100 Kilobytes)					$0.0024										
		AIN SMS Access Service - Session, Per Minute					$0.0820123										
		AIN SMS Access Service - Company Performed Session, Per Minute					$2.27										
AIN - BELLSOUTH AIN TOOLKIT SERVICE																	
		AIN Toolkit Service - Service Establishment Charge, Per State, Initial Setup				BAPSC		$132.04					$19.99				
		AIN Toolkit Service - Training Session, Per Customer				BAPVX		$7,915									
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Term. Attempt				BAPTT		$31.21									
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Delay				BAPTD		$31.21									
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate				BAPTM		$31.21									
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, 10-Digit PODP				BAPTO		$85.24									
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, CDP				BAPTC		$85.24									
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Feature Code				BAPTF		$85.24									
		AIN Toolkit Service - Query Charge, Per Query					$.0211882										
		AIN Toolkit Service - Type 1 Node Charge, Per AIN Toolkit Subscription, Per Node, Per Query					$.0054774										
		AIN Toolkit Service - SCP Storage Charge, Per SMS Access Account, Per 100 Kilobytes					$1.50										
		AIN Toolkit Service - Monthly report - Per AIN Toolkit Service Subscription				BAPMS	$17.43	$33.52									
		AIN Toolkit Service - Special Study - Per AIN Toolkit Service Subscription				BAPLS	$0.1321116	$36.23									
		AIN Toolkit Service - Call Event Report - Per AIN Toolkit Service Subscription				BAPDS	$17.35	$33.52									
		AIN Toolkit Service - Call Event Special Study - Per AIN Toolkit Service Subscription				BAPES	$0.0511435	$36.23									
ODUF/EDOUF/ADUF/CMDS																	
		OPTIONAL DAILY USAGE FILE (ODUF)															
		ODUF: Recording, per messag					$0.0000044										
		ODUF: Message Processing, per messag					$0.0027366										
		ODUF: Message Processing, per Magnetic Tape provision					$52.75										
		ODUF: Data Transmission (CONNECT:DIRECT), per messag					$0.0000339										
ENHANCED EXTENDED LINK (EELs)																	

							RATES					OSS RATES					
								Nonrecurring		Nonrecurring		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc 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	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	Rec	First	Add'l	Disconnect First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		NOTE: New EELs available in State of Georgia, density zone 1 of following SMAs: Orlando, FL; Miami, FL; Ft. Lauderdale, FLI; Nashville, TN; New Orleans, LA;															
		NOTE: Charlotte-Gastonia-Rockhill, NC; Greensboro-Winston Salem-High Point, NC. Use all rates below except Switch As Is Charge.															
		NOTE: In all states, EEL network elements shown below also apply to currently combined facilities which are converted to UNE rates. A Switch As Is Charge applies to currently combined facilities converted to UNEs.(Non-recurring rates do not apply.)															
		NOTE: In Georgia, the EEL network elements apply to ordinarily combined network elements per the GA PSC order.(No Switch As Is Charge.)															
		2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
		First 2-Wire VG Loop(SL2)/DS1 Interofficed Transport Combination - Zone 1		1	UNCVX	UEAL2	$16.56	$108.76	$35.47	$72.94	$10.86	$3.5	$19.99				
		First 2-Wire VG Grade Loop(SL2)/DS1 Interofficed Transport Combination - Zone 2		2	UNCVX	UEAL2	$21.63	$108.76	$35.47	$72.94	$10.86	$3.5	$19.99				
		First 2-Wire VG Grade Loop(SL2)/DS1 Interofficed Transport Combination - Zone 3		3	UNCVX	UEAL2	$28.28	$108.76	$35.47	$72.94	$10.86	$3.5	$19.99				
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	$0.3562										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	$77.83	$171.24	$113.12	$70.07	$30.9	$3.50		$31.26	$10.42		
		DS1 Channelization System Per Mon			UNC1X	MQ1	$165.21	$214.52	$49.95	$75.98	$13.6						
		Voice Grade COCI - DS1 To Ds0 Interface - Per Mont			UNCVX	1D1VG	$0.91	$5.7	$4.42								
		Each Additional 2-Wire VG Loop(SL 2) in the same DS1 Interoffice Transport Combination - Zone		1	UNCVX	UEAL2	$16.56	$108.76	$35.47	$72.94	$10.86	$3.5		$31.26	$10.42		
		Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone		2	UNCVX	UEAL2	$21.63	$108.76	$35.47	$72.94	$10.86	$3.50		$31.26	$10.42		
		Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone		3	UNCVX	UEAL2	$28.28	$108.76	$35.47	$72.94	$10.86	$3.5		$31.26	$10.42		
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	$0.91	$5.7	$4.42								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		$52.73	$24.62	$9.12	$9.12	$3.5	$19.99				
		4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
		First 4-Wire Analog Voice Grade Loop/DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	$15.92	$108.76	$35.47	$72.94	$10.86	$3.5		$31.28	$10.42		
		First 4-Wire Analog Voice Grade Loop/DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	$20.78	$108.76	$35.47	$72.94	$10.86	$3.50		$31.28	$10.42		
		First 4-Wire Analog Voice Grade Loop/DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	$27.18	$108.76	$35.47	$72.94	$10.86	$3.50		$31.28	$10.42		
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	$0.3562										
		Interoffice Transport - Dedicated - DS1 - Facility Termination Per Month			UNC1X	U1TF1	$77.83	$171.24	$113.12	$70.07	$30.9	$3.5		$31.26	$10.42		
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	$165.21	$214.52	$49.95	$75.98	$13.6						
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	$1.25	$5.7	$4.42								
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone		1	UNCVX	UEAL4	$15.92	$108.76	$35.47	$72.94	$10.86	$3.5		$31.26	$10.42		
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone		2	UNCVX	UEAL4	$20.78	$108.76	$35.47	$72.94	$10.86	$3.50		$31.26	$10.42		
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone		3	UNCVX	UEAL4	$27.18	$108.76	$35.47	$72.94	$10.86	$3.50		$31.26	$10.42		
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	$1.25	$5.7	$4.42								

							RATES					OSS RATES					
								Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		$52.73	$24.62	$9.12	$9.12	$3.5	$19.99				
		4-WIRE 56 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
		First 4-Wire 56Kbps Digital Grade Loop/DS1 Interoffice Transport Combination - Zone :		1	UNCDX	UDL56	$31.1	$108.76	$35.47	$72.94	$10.86	$3.5		$31.26	$10.42		
		First 4-wire 56Kbps Digital Grade Loop/DS1 Interoffice Transport Combination - Zone :		2	UNCDX	UDL56	$40.61	$108.76	$35.47	$72.94	$10.86	$3.5		$31.26	$10.42		
		First 4-Wire 56Kbps Digital Grade Loop/DS1 Interoffice Transport Combination - Zone :		3	UNCDX	UDL56	$53.11	$108.76	$35.47	$72.94	$10.9	$3.5		$31.26	$10.42		
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	$0.3562										
		Interoffice Transport - Dedicated - DS1 - combination Facility Termination Per Montl			UNC1X	U1TF1	$77.83	$171.24	$113.12	$70.07	$30.9	$3.5		$31.26	$10.42		
		Channelization - Channel System DS1 to DS0 combination Per Mor			UNC1X	MQ1	$165.21	$214.52	$49.95	$75.98	$13.6						
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)			UNCDX	1D1DD	$0.91	$5.7	$4.42								
		Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone		1	UNCDX	UDL56	$31.1	$108.76	$35.47	$72.94	$10.86	$3.5		$31.26	$10.42		
		Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone		2	UNCDX	UDL56	$40.61	$108.76	$35.47	$72.94	$10.86	$3.5		$31.26	$10.42		
		Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone		3	UNCDX	UDL56	$53.11	$108.76	$35.47	$72.94	$10.9	$3.5		$31.26	$10.42		
		OCU-DP COCI (data) - DS1 to DS0 Channel System - combination p month (2.4-64kbs)			UNCDX	1D1DD	$0.3562	$6.07	$4.66								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		$52.73	$24.62	$9.12	$9.12	$3.5	$19.99				
		4-WIRE 64 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
		First 4-Wire 64Kbps Digital Grade Loop/DS1 Interoffice Transport Combination - Zone :		1	UNCDX	UDL64	$31.1	$108.76	$35.47	$72.94	$10.9	$3.5		$31.26	$10.42		
		First 4-Wire 64Kbps Digital Grade Loop/DS1 Interoffice Transport Combination - Zone :		2	UNCDX	UDL64	$40.61	$108.76	$35.47	$72.94	$10.9	$3.5		$31.26	$10.42		
		First 4-Wire 64Kbps Digital Grade Loop/DS1 Interoffice Transport Combination - Zone :		3	UNCDX	UDL64	$53.11	$108.76	$35.47	$72.94	$10.9	$3.5		$31.26	$10.42		
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	$0.3562										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Montl			UNC1X	U1TF1	$77.83	$171.2	$113.12	$70.07	$30.90	$3.5		$31.26	$10.42		
		Channelization - Channel System DS1 to DS0 combination Per Mor			UNC1X	MQ1	$165.21	$214.5	$49.95	$75.98	$13.60						
		OCU-DP COCI (data) - DS1 to DS0 Channel System combination - p month (2.4-64kbs)			UNCDX	1D1DD	$0.91	$5.70	$4.42								
		Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone		1	UNCDX	UDL64	$31.1	$108.76	$35.47	$72.94	$10.9	$3.5		$31.26	$10.42		
		Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone		2	UNCDX	UDL64	$40.61	$108.76	$35.47	$72.94	$10.86	$3.5		$31.26	$10.42		
		Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone		3	UNCDX	UDL64	$53.11	$108.76	$35.47	$72.94	$10.86	$3.5		$31.26	$10.42		
		OCU-DP COCI (data) - DS1 to DS0 Channel System combination - p month (2.4-64kbs)			UNCDX	1D1DD	$0.91	$5.70	$4.42								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		$52.73	$24.62	$9.12	$9.12	$3.5	$19.99				
		4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 1		1	UNC1X	USLXX	$57.73	$228.4	$161.74	$79.87	$24.88	$3.5		$31.26	$10.42		
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 2		2	UNC1X	USLXX	$75.4	$228.	$161.74	$79.9	$24.88	$3.5		$31.26	$10.42		
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 3		3	UNC1X	USLXX	$98.59	$228.	$161.74	$79.9	$24.88	$3.5		$31.26	$10.42		
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	$0.3562										

							RATES					OSS RATES					
								Nonrecurring		Nonrecurring		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc 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	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	Rec	First	Add'l	Disconnect First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Montl			UNC1X	U1TF1	$77.83	$171.24	$113.12	$70.07	$30.90	$3.50		$31.26	$10.42		
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		$52.73	$24.62	$9.12	$9.12	$3.5	$19.99				
	4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)																
		First DS1Loop in DS3 Interoffice Transport Combination - Zone		1	UNC1X	USLXX	$57.73	$240.23	$180.87	$106.78	$45.24	$3.5		$31.26	$10.42		
		First DS1Loop in DS3 Interoffice Transport Combination - Zone		2	UNC1X	USLXX	$75.4	$240.23	$180.87	$106.78	$45.24	$3.5		$31.26	$10.42		
		First DS1Loop in DS3 Interoffice Transport Combination - Zone		3	UNC1X	USLXX	$98.59	$240.23	$180.87	$106.78	$45.24	$3.5		$31.26	$10.42		
		Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month			UNC3X	1L5XX	$2.34										
		Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TF3	$646.77	$428.1	$153.81	$64.43	$35.43	$3.5		$31.26	$10.42		
		DS3 to DS1 Channel System combination per mon			UNC3X	MQ3	$431.18	$319.48	$126.63	$45.53	$17.05						
		DS3 Interface Unit (DS1 COCI) combination per mont			UNC1X	UC1D1	$17.53	$6.52	$2.58								
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zon		1	UNC1X	USLXX	$57.73	$240.23	$180.87	$106.8	$45.24	$3.5	$0.00				
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zon		2	UNC1X	USLXX	$75.4	$240.	$180.87	$106.8	$45.24	$3.5	$0.00				
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zon		3	UNC1X	USLXX	$98.59	$240.230	$180.87	$106.8	$45.24	$3.5	$0.00				
		DS3 Interface Unit (DS1 COCI) combination per mont			UNC1X	UC1D1	$17.53	$6.52	$2.58								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		$52.73	$24.62	$9.12	$9.12	$3.5	$0.00				
	2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)																
		2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone		1	UNCVX	UEAL2	$75.33	$108.76	$35.47	$72.94	$10.86						
		2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone		2	UNCVX	UEAL2	$21.63	$108.76	$35.47	$72.94	$10.86						
		2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	$28.28	$108.76	$35.47	$72.94	$10.86						
		Interoffice Transport - Dedicated - 2-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	$0.0174										
		Interoffice Transport - Dedicated - 2- Wire Voice Grade combination - Facility Termination per mont			UNCVX	U1TV2	$121.79	$79.86	$44.06	$69.32	$31.00	$3.50		$31.26	$10.42		
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		$52.73	$24.62	$9.12	$9.12	$3.5	$19.99				
	4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)																
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	$24.7	$108.75	$35.47	$72.94	$10.85						
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	$32.25	$108.75	$35.47	$72.94	$10.85						
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	$42.17	$108.75	$35.47	$72.94	$10.85						
		Interoffice Transport - Dedicated - 4-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	$0.0174										
		Interoffice Transport - Dedicated - 4- Wire Voice Grade combination - Facility Termination per mont			UNCVX	U1TV4	$27.3	$79.83	$44.08	$69.32	$31.00	$3.5		$31.26	$10.42		
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		$52.73	$24.62	$9.12	$9.12	$3.5	$19.99				
	DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)																
		High Capacity Unbundled Local Loop - DS3 combination - Per Mile per month			UNC3X	1L5ND	$9.19										
		High Capacity Unbundled Local Loop - DS3 combination - Facility Termination per montl			UNC3X	UE3PX	$581.67	$240.23	$180.87	$106.78	$45.24						
		Interoffice Transport - Dedicated - DS3 - Per Mile per mon			UNC3X	1L5XX	$2.34										
		Interoffice Transport - Dedicated - DS3 combination - Facility Terminationper per montl			UNC3X	U1TF3	$646.77	$428.01	$153.81	$64.43	$35.43	$3.50		$31.26	$10.42		
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		$52.73	$24.62	$9.12	$9.12	$3.5	$19.99				

							RATES					OSS RATES					
								Nonrecurring		Nonrecurring		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc 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	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	Rec	First	Add'l	Disconnect First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		STS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS1 INTEROFFICE TRANSPORT (EEL)															
		High Capacity Unbundled Local Loop - STS1 combination - Per Mile per month			UNCSX	1L5ND	$9.19										
		High Capacity Unbundled Local Loop - STS1 combination - Facility Termination per montl			UNCSX	UDLS1	$602.75	$240.23	$180.87	$106.78	$45.24						
		Interoffice Transport - Dedicated - STS1 combination - Per Mile per month			UNCSX	1L5XX	$2.34										
		Interoffice Transport - Dedicated - STS1 combination - Facility Termination per montl			UNCSX	U1TFS	$641.1	$428.01	$153.81	$64.43	$35.43	$3.50		$31.28	$10.42		
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		$52.73	$24.62	$9.12	$9.12	$3.5	$19.99				
		2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT (EEL)															
		First 2-Wire ISDN Loop/DS1 Interoffice Combination Transport - Zone 1		1	UNCNX	U1L2X	$26.93	$108.76	$35.47	$72.94	$10.86	$3.50		$31.26	$10.42		
		First 2-Wire ISDN Loop/DS1 Interoffice Combination Transport - Zone 2		2	UNCNX	U1L2X	$33.73	$108.76	$35.47	$72.94	$10.86	$3.50		$31.26	$10.42		
		First 2-Wire ISDN Loop/DS1 Interoffice Combination Transport - Zone 3		3	UNCNX	U1L2X	$42.66	$108.76	$35.47	$72.94	$10.86	$3.50		$31.26	$10.42		
		Interoffice Transport - Dedicated - DS1 combination - Per M			UNC1X	1L5XX	$0.3562										
		Interoffice Transport - Dedicated - DS1 combintion - Facility Termination per montl			UNC1X	U1TF1	$77.83	$171.24	$113.12	$70.07	$30.9	$3.50		$31.26	$10.42		
		Channelization - Channel System DS1 to DS0 combination - per month			UNC1X	MQ1	$165.21	$49.95	$75.98	$13.6							
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combination - per montl			UNCNX	UC1CA	$3.1	$6.16	$0.6								
		Additional 2-wire IDSN Loop in same DS1Interoffice Transport Combination - Zone :		1	UNCNX	U1L2X	$26.93	$108.76	$35.47	$72.94	$10.86	$3.50		$31.26	$10.42		
		Additional 2-wire IDSN Loop in same DS1Interoffice Transport Combination - Zone :		2	UNCNX	U1L2X	$33.73	$108.76	$35.47	$72.94	$10.86	$3.50		$31.26	$10.42		
		Additional 2-wire IDSN Loop in same DS1Interoffice Transport Combination - Zone :		3	UNCNX	U1L2X	$42.66	$108.76	$35.47	$72.94	$10.86	$3.50		$31.26	$10.42		
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combintaion- per montl			UNCNX	UC1CA	$3.1	$6.16	$0.6								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		$52.73	$24.62	$9.12	$9.12	$3.5	$19.99				
		4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT (EEL)															
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone		1	UNC1X	USLXX	$57.73	$228.4	$113.12	$79.67	$24.88	$3.5		$31.26	$10.42		
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone		2	UNC1X	USLXX	$75.4	$228.400	$113.12	$79.7	$24.88	$3.5		$31.26	$10.42		
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone		3	UNC1X	USLXX	$98.59	$228.400	$113.12	$79.7	$24.88	$3.5		$31.26	$10.42		
		Interoffice Transport - Dedicated - STS1 combination - Per Mile Per Month			UNCSX	1L5XX	$2.34										
		Interoffice Transport - Dedicated - STS1 combination - Facility Terminatior			UNCSX	U1TFS	$849.3	$426.01	$153.61	$64.43	$35.43	$3.5		$31.26	$10.42		
		STS1 to DS1 Channel System conbination per mon			UNCSX	MQ3	$229.98	$428.01	$153.81	$64.43	$25.43						
		DS3 Interface Unit (DS1 COCI) combination per mont			UNC1X	UC1D1	$17.58	$5.7	$4.42								
		Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	$57.73	$228.400	$113.12	$79.7	$24.88	$3.5		$31.26	$10.42		
		Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	$75.4	$228.400	$113.12	$79.7	$24.88	$3.5		$31.26	$10.42		
		Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	$98.59	$228.400	$113.12	$79.7	$24.88	$3.5		$31.26	$10.42		
		DS3 Interface Unit (DS1 COCI) combination per mont			UNC1X	UC1D1	$17.58	$5.70	$4.42								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		$52.73	$24.62	$9.12	$9.12	$3.5	$19.99				
		4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT (EEL)															
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combinatio Zone 1		1	UNCDX	UDL56	$31.1	$108.76	$35.47	$72.94	$10.86						
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combinatio Zone 2		2	UNCDX	UDL56	$40.61	$108.76	$35.47	$72.94	$10.86						
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combinatio Zone 3		3	UNCDX	UDL56	$53.11	$108.76	$35.47	$72.94	$10.9						

							RATES					OSS RATES					
								Nonrecurring		Nonrecurring		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc 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	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	Rec	First	Add'l	Disconnect First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile			UNCDX	1L5XX	$0.174										
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Faci Terminatior			UNCDX	U1TD5	$22.1	$58.54	$38.32	$13.98	$8.59	$3.50	$19.99				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		$52.73	$24.62	$9.12	$9.12	$3.5	$19.99				
	4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT (EEL)																
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combinatio Zone 1		1	UNCDX	UDL64	$31.1	$108.76	$35.47	$72.94	$10.9						
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combinatio Zone 2		2	UNCDX	UDL64	$40.61	$108.76	$35.47	$72.94	$10.9						
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combinatio Zone 3		3	UNCDX	UDL64	$53.11	$35.47	$35.47	$72.94	$10.9						
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile			UNCDX	1L5XX	$0.174										
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Faci Terminatior			UNCDX	U1TD6	$22.1	$58.54	$38.32	$13.98	$8.59	$3.50	$19.99				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		$52.73	$24.62	$9.12	$9.12	$3.5	$19.99				
ADDITIONAL NETWORK ELEMENTS																	
	When used as a part of a currently combined facility, the non-recurrng charges do not apply, but a Switch As Is charge does apply.																
	When used as ordinarilty combined network elements in Georgia, the non-recurring charges apply and the Switch As Is Charge does not.																
	Node (SynchroNet)																
		Node per month			UNCDX	UNCNT	$17.11										
	Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)																
		2/4-Wire VG Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge			UNCVX	UNCCC		$52.73	$24.62	$9.12	$9.12	$3.5	$19.99				
		56/64 kbps Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge			UNCDX	UNCCC		$52.73	$24.62	$9.12	$9.12	$3.5	$19.99				
		DS1 Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge			UNC1X	UNCCC		$52.73	$24.62	$9.12	$9.12	$3.5	$19.99				
		DS3 Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge			UNC3X	UNCCC		$52.73	$24.62	$9.12	$9.12	$3.5	$19.99				
		STS1 Interoffice or Local Loop used in a COMBINATION - "Switch As Is" Conversion Charge			UNCSX	UNCCC		$52.73	$24.62	$9.12	$9.12	$3.5	$19.99				
	NOTE: Local Channel - Dedicated Transport - minimum billing period - Below DS3=one month, DS3 and above=four months																
		Local Channel - Dedicated - 2-Wire Voice Grade per mon			UNCXV	ULDV2	$19.02										
		Local Channel - Dedicated - 4-Wire Voice Grade per mon			UNCXV	ULDV4	$20.56										
		Local Channel - Dedicated - DS1 Per Mon			UNC1X	ULDF1	$40.00										
		Local Channel - Dedicated - DS3 - Per Mile per mon			UNC3X	1L5NC	$7.15										
		Local Channel - Dedicated - DS3 - Facility Termination per mor			UNC3X	ULDF3	$611.3										
		Local Channel - Dedicated - STS-1- Per Mile per mon			UNCSX	1L5NC	$7.15										
		Local Channel - Dedicated - STS-1 - Facility Termination per mor			UNCSX	ULDFS	$599.59										

BELLSOUTH / Aeneas RATES
Unbundled Network Elements
TENNESSEE

							RATES					OSS RATES					
								Nonrecurring		Nonrecurring		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc 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	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN

							RATES					OSS RATES					
								Nonrecurring		Nonrecurring		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc 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	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	Rec	First	Add'l	Disconnect First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Geographically Deaveraged UNE Zones and applicable rates have been established for certain services, as shown in this Agreement. Where Geographically Deaveraged UNE Zones and applicable rates are established, Statewide rates are obsolete. Further, BellSouth is in the process of enhancing its billing systems in order to accomodate this Geographically Deaveraged UNE Zone Rate Structure. Until these enhancements are accomplished, estimated to be mid 2001, the UNE Zone 1 rate will be billed for all services residing in Zones 1, 2, 3 or 4, i.e., Rates for services residing in UNE Zones 2, 3 and UNE Zone 4, where applicable, will not be billed. Once billing enhancements are complete, all applicable UNE Zone rates reflected in this Agreement will be billed. Reference Internet Website http://www.interconnection.bellsouth.com/become_clec/ docs/interconnection/deavuzns.pdf to view Geographically Deaveraged UNE Zone Designations by Central Office.																
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																	
	Exchange Ports																
	NOTE: Although the Port Rate includes all available features in GA & TN, the desired features will need to be ordered using retail USOCs																
	2-WIRE VOICE GRADE LINE PORT RATES (RES)																
		Exchange Ports - 2-Wire Analog Line Port- Res			UEPSR	UEPRL	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		Exchange Ports - 2-Wire Analog Line Port with Caller ID - Re			UEPSR	UEPRC	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		Exchange Ports - 2-Wire Analog Line Port outgoing only - Re			UEPSR	UEPRO	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		Exchange Ports - 2-Wire VG unbundled TN extended local dialing parity Port with Caller ID - Res			UEPSR	UEPAQ	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		Exchange Ports - 2-Wire VG unbundled Tennessee Area Plus with Caller ID - Res (AC7			UEPSR	UEPAH	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.4
		Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (F2R			UEPSR	UEPAK	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (TACER			UEPSR	UEPAL	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (TACSR			UEPSR	UEPAM	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (1MF2X			UEPSR	UEPAN	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (2MR			UEPSR	UEPAO	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		Exchange Ports - 2-Wire VG unbundled res, low usage line port with Caller ID (LUM			UEPSR	UEPAP	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		Subsequent Activity			UEPSR	USASC	$0.0	$0.0	$0.0			$3.5	$19.99				
	FEATURES																
		All Available Vertical Feature			UEPSR	UEPVF	$0.0	$0.0	$0.0			$3.5		$20.35	$10.54	$13.32	$1.40
	2-WIRE VOICE GRADE LINE PORT RATES (BUS)																
		Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bu			UEPSB	UEPBL	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		Exchange Ports - 2-Wire VG unbundled Line Port with unbundled port with Caller+E484 ID - Bus			UEPSB	UEPBC	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		Exchange Ports - 2-Wire Analog Line Port outgoing only - Bu			UEPSB	UEPBO	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		Exchange Ports - 2-Wire VG unbundled TN extended local dialing parity Port with Caller ID - Bus			UEPSB	UEPAV	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		Exhange Ports - 2-Wire VG unbundled incoming only port with Caller ID - Bus			UEPSB	UEPB1	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		Exchange Ports - 2-Wire VG unbundled TN Bus 2-Way Area Calling Port Economy Option - Bus (TACC1			UEPSB	UEPAC	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		Exchange Ports - 2-Wire VG unbundled TN Bus 2-Way Area Calling Port Standard Option - Bus (TACC2			UEPSB	UEPAD	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		Exchange Ports - 2-W VG unbundled TN Bus 2-Way Collierville & Memphis Local Calling Port - Bus (B2F			UEPSB	UEPAE	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		Subsequent Activity			UEPSB	USASC	$0.0	$0.0	$0.0			$3.5	$19.99				
	FEATURES																
		All Available Vertical Feature			UEPSB	UEPVF	$0.0	$0.0	$0.0			$3.50		$20.35	$10.54	$13.32	$1.4

							RATES					OSS RATES						
								Nonrecurring		Nonrecurring		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc 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	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	Rec	First	Add'l	Disconnect First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	EXCHANGE PORT RATES (DID & PBX)																	
		Exchange Ports - 2-Wire DID Port			UEPEX	UEPP2	$8.97	$47.75	$47.01	$9.21	$8.47			$20.35	$10.54	$13.32	$1.40
		Exchange Ports - DDITS Port - 4-Wire DS1 Port with DID capabili			UEPDD	UEPDD	$35.74	$75.93	$38.15	$8.77	$8.04						
		Exchange Ports - 2-Wire ISDN Port (See Notes below			UEPTX UEPSX	U1PMA	$16.26	$30.23	$29.49	$4.10	$4.10			$41.43	$42.17	$9.80	$9.80
	NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.																	
	NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.																	
		Exchange Ports - 2-Wire ISDN Port -- Channel Profiles			UEPTX UEPSX	U1UMA	$0.00	$0.00	$0.00								
		Exchange Ports - 4-Wire ISDN DS1 Por			UEPEX	UEPEX	$75.04	$148.66	$147.18	$38.46	$36.98			$40.69	$42.17	$9.07	$10.54
		2-Wire VG Unbundled 2-Way PBX Trunk - Re			UEPSE	UEPRD	$1.79	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		2-Wire VG Line Side Unbundled 2-Way PBX Trunk - Bu			UEPSP	UEPPC	$1.79	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		2-Wire VG Line Side Unbundled Outward PBX Trunk - Bu			UEPSP	UEPPO	$1.79	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		2-Wire VG Line Side Unbundled Incoming PBX Trunk - Bu			UEPSP	UEPP1	$1.79	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		2-Wire Analog Long Distance Terminal PBX Trunk - Bu			UEPSP	UEPLD	$1.79	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		2-Wire Analog TN 2-Way Calling Plan PBX Trunk - Bu			UEPSP	UEPT2	$1.79	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		2-Wire TN Outward Calling Plan PBX Trunk - Bu			UEPSP	UEPTO	$1.79	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		2-Wire Voice Unbundled PBX LD Terminal Port			UEPSP	UEPLD	$1.79	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		2-Wire Voice Unbundled 2-Way PBX Tennessee Calling Pc			UEPSP	UEPT2	$1.79	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		2-Wire Voice Unbundled 1-Way Outgoing PBX Tennessee Calling Port			UEPSP	UEPTO	$1.79	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		2-Wire Vice Unbundled 2-Way PBX Usage Poi			UEPSP	UEPXA	$1.79	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		2-Wire Voice Unbundled PBX Toll Terminal Hotel Por			UEPSP	UEPXB	$1.79	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		2-Wire Voice Unbundled PBX LD DDD Terminals Po			UEPSP	UEPXC	$1.79	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		2-Wire Voice Unbundled PBX LD Terminal Switchboard Pc			UEPSP	UEPXD	$1.79	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPSP	UEPXE	$1.79	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Por			UEPSP	UEPXL	$1.79	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Por			UEPSP	UEPXM	$1.79	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		2-W Voice Unbundled 1-Way Out PBX Hotel/Hospital Economy Administrative Calling Port TN Calling Po			UEPSP	UEPXN	$1.79	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Por			UEPSP	UEPXO	$1.79	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Pc			UEPSP	UEPXS	$1.79	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		2-Wire Voice Unbundled PBX Collierville and Memphis Calling Pa			UEPSP	UEPXU	$1.79	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		2-Wire Voice Unbundled 2-Way PBX Tennessee RegionServ Calling Por			UEPSP	UEPXV	$1.79	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		Subsequent Activity			UEPSP	USASC	$0.0	$0.0	$0.0			$3.5	$19.99				
	FEATURES																	
		All Available Vertical Feature			UEPSP UEPSE	UEPVF	$0.00	$0.0	$0.0			$3.5		$20.35	$10.54	$13.32	$1.4
	EXCHANGE PORT RATES (COIN)																	
		Exchange Ports - Coin Por					$2.11	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
	NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.																	

							RATES					OSS RATES					
								Nonrecurring		Nonrecurring		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc 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	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	Rec	First	Add'l	Disconnect First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.															
UNBUNDLED LOCAL SWITCHING, PORT USAGE																	
	End Office Switching (Port Usage)																
		End Office Switching Function, Per MOU					$0.0008041										
	Tandem Switching (Port Usage) (Local or Access Tandem)																
		Tandem Switching Function Per MOU					$0.0009778										
	Common Transport																
		Common Transport - Per Mile, Per MOU					$0.0000064										
		Common Transport - Facilities Termination Per MOU					$0.0003871										
UNBUNDLED PORT/LOOP COMBINATIONS																	
	UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																
		Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.															
		Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.															
		End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.															
		For Georgia, the recurring UNE Port and Loop charges listed apply to Currently Combined and Not Currently Combined Combos and the first and additional Port nonrecurring charges apply to Not Currently Combined Combos. For Currently Combined Combos in GA and all other states, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.															
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES																
	UNE Port/Loop Combination Rates																
		2-Wire VG Loop/Port Combo - Zone 1		1			$14.18										
		2-Wire VG Loop/Port Combo - Zone 2		2			$18.01										
		2-Wire VG Loop/Port Combo - Zone 3		3			$23.02										
	UNE Loop Rates																
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX	$12.48										
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX	$16.31										
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX	$21.32										
	2-Wire Voice Grade Line Port Rates (Res)																
		2-Wire voice unbundled port - residenc			UEPRX	UEPRL	$1.7							$30.89	$7.03		
		2-Wire voice unbundled port with Caller ID - re			UEPRX	UEPRC	$1.7							$30.89	$7.03		
		2-Wire voice unbundled port outgoing only - re			UEPRX	UEPRO	$1.7							$30.89	$7.03		

							RATES					OSS RATES					
								Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire voice Grade unbundled Tennessee extended local dialing parity port with Caller ID - re			UEPRX	UEPAQ	$1.7							$30.89	$7.03		
		2-Wire voice unbundled Tennessee Area Plus with Caller ID - res (AC7)			UEPRX	UEPAH	$1.7							$30.89	$7.03		
		2-Wire voice unbundled Tennessee Area Calling port with Caller I res (F2R)			UEPRX	UEPAK	$1.7							$30.89	$7.03		
		2-Wire voice unbundled Tennessee Area Calling port with Caller I res (TACER)			UEPRX	UEPAL	$1.7							$30.89	$7.03		
		2-Wire voice unbundled Tennessee Area Calling port with Caller I res (TACSR)			UEPRX	UEPAM	$1.7							$30.89	$7.03		
		2-Wire voice unbundled Tennessee Area Calling port with Caller I res (1MF2X)			UEPRX	UEPAN	$1.7							$30.89	$7.03		
		2-Wire voice unbundled Tennessee Area Calling port with Caller I res (2MR)			UEPRX	UEPAO	$1.7							$30.89	$7.03		
		2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP	$1.7							$30.89	$7.03		
	FEATURES																
		All Features Offered			UEPRX	UEPVF	$0.00	$0.0	$0.0			$3.5		$30.89	$7.03		
	LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port			UEPRX	LNPCX	$0.35										
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPRX	USAC2		$1.03	$0.29					$30.89	$7.03		
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPRX	USACC		$1.03	$0.29					$30.89	$7.03		
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						$0.76						$7.97			
	ADDITIONAL NRCs																
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPRX	USAS2	$0.0	$0.0	$0.0			$3.5	$19.99				
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)																
	UNE Port/Loop Combination Rates																
		2-Wire VG Loop/Port Combo - Zone 1		1			$14.18										
		2-Wire VG Loop/Port Combo - Zone 2		2			$18.01										
		2-Wire VG Loop/Port Combo - Zone 3		3			$23.02										
	UNE Loop Rates																
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	$12.48										
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	$16.31										
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	$21.32										
	2-Wire Voice Grade Line Port (Bus)																
		2-Wire voice unbundled port without Caller ID - bu			UEPBX	UEPBL	$1.7							$30.89	$7.03		
		2-Wire voice unbundled port with Caller + E484 ID - bu			UEPBX	UEPBC	$1.7							$30.89	$7.03		
		2-Wire voice unbundled port outgoing only - bu			UEPBX	UEPBO	$1.7							$30.89	$7.03		
		2-Wire voice Grade unbundled Tennessee extended local dialing parity port with Caller ID - bu			UEPBX	UEPAV	$1.7							$30.89	$7.03		
		2-Wire voice unbundled incoming only port with Caller ID - B			UEPBX	UPEB1	$1.7							$30.89	$7.03		
		2-Wire voice unbundled Tennessee Bus 2-Way Area Calling Port Economy Option (TACC1			UEPBX	UEPAC	$1.7							$30.89	$7.03		
		2-Wire voice unbundled Tennessee Bus 2-Way Area Calling Port Standard Option (TACC2			UEPBX	UEPAD	$1.7							$30.89	$7.03		
		2-Wire voice unbundled Tennessee Bus 2-Way Collierville and Memphis Local Calling Port (B2F			UEPBX	UEPAE	$1.7							$30.89	$7.03		

							RATES					OSS RATES					
								Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port			UEPBX	LNPCX	$0.35										
	FEATURES																
		All Features Offered			UEPBX	UEPVF	$0.00	$0.0	$0.0			$3.5		$30.89	$7.03		
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPBX	USAC2		$1.03	$0.29					$30.89	$7.03		
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPBX	USACC		$1.03	$0.29					$30.89	$7.03		
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						$0.76						$7.97			
	ADDITIONAL NRCs																
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPBX	USAS2						$3.5		$30.89	$7.03		
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)																
	UNE Port/Loop Combination Rates																
		2-Wire VG Loop/Port Combo - Zone 1		1			$14.18										
		2-Wire VG Loop/Port Combo - Zone 2		2			$18.01										
		2-Wire VG Loop/Port Combo - Zone 3		3			$23.02										
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPRG	UEPLX	$12.48										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPRG	UEPLX	$16.31										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPRG	UEPLX	$21.32										
	2-Wire Voice Grade Line Port Rates (RES - PBX)																
		2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Re			UEPRG	UEPRD	$1.7							$30.89	$7.03		
	LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port			UEPRG	LNPCP	$3.5										
	FEATURES																
		All Features Offered			UEPRG	UEPVF	$0.0	$0.0	$0.0			$3.5		$30.89	$7.03		
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPRG	USAC2		$1.03	$0.29					$30.89	$7.03		
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Chang			UEPRG	USACC		$1.03	$0.29					$30.89	$7.03		
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						$0.76						$7.97			
	ADDITIONAL NRCs																
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPRG	USAS2	$0.0	$0.0	$0.0			$3.5	$19.99				
		PBX Subsequent Activity - Change/Rearrange Multiline Hunt Gro						$14.64	$14.64			$3.5	$19.99				
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)																
	UNE Port/Loop Combination Rates																
		2-Wire VG Loop/Port Combo - Zone 1		1			$14.18										
		2-Wire VG Loop/Port Combo - Zone 2		2			$18.01										
		2-Wire VG Loop/Port Combo - Zone 3		3			$23.02										
	UNE Loop Rates																
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPPX	UEPLX	$12.48										

Version 2Q01: 06/15/01

							RATES					OSS RATES					
								Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPPX	UEPLX	$16.31										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPPX	UEPLX	$21.32										
		2-Wire Voice Grade Line Port Rates (BUS - PBX)															
		Line Side Unbundled Combination 2-Way PBX Trunk Port - Bu			UEPPX	UEPPC	$1.7							$30.89	$7.03		
		Line Side Unbundled Outward PBX Trunk Port - Bu			UEPPX	UEPPO	$1.7							$30.89	$7.03		
		Line Side Unbundled Incoming PBX Trunk Port - Bu			UEPPX	UEPP1	$1.7							$30.89	$7.03		
		2-Wire Voice Unbundled PBX LD Terminal Port			UEPPX	UEPLD	$1.70							$30.89	$7.03		
		2-Wire Voice Unbundled 2-Way Combination PBX Tennessee Calling Por			UEPPX	UEPT2	$1.7							$30.89	$7.03		
		2-Wire Voice Unbundled 1-Way Outgoing PBX Tennessee Calling Port			UEPPX	UEPTO	$1.70							$30.89	$7.03		
		2-Wire Voice Unbundled 2-Way Combination PBX Usage Po			UEPPX	UEPXA	$1.7							$30.89	$7.03		
		2-Wire Voice Unbundled PBX Toll Terminal Hotel Por			UEPPX	UEPXB	$1.7							$30.89	$7.03		
		2-Wire Voice Unbundled PBX LD DDD Terminals Po			UEPPX	UEPXC	$1.7							$30.89	$7.03		
		2-Wire Voice Unbundled PBX LD Terminal Switchboard Pc			UEPPX	UEPXD	$1.7							$30.89	$7.03		
		2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	$1.7							$30.89	$7.03		
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Por			UEPPX	UEPXL	$1.7							$30.89	$7.03		
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Por			UEPPX	UEPXM	$1.7							$30.89	$7.03		
		2-Wire Voice Unbundled 1W Out PBX Hotel/Hospital Economy Administrative Calling Port TN Calling Po			UEPPX	UEPXN	$1.7							$30.89	$7.03		
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Por			UEPPX	UEPXO	$1.7							$30.89	$7.03		
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Pc			UEPPX	UEPXS	$1.7							$30.89	$7.03		
		2-Wire Voice Unbundled PBX Collierville and Memphis Calling P			UEPPX	UEPXU	$1.7							$30.89	$7.03		
		2-Wire Voice Unbundled 2-Way PBX Tennessee RegionServ Callling Por			UEPPX	UEPXV	$1.7							$30.89	$7.03		
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port			UEPPX	LNPCP	$3.15										
		FEATURES															
		All Features Offerec			UEPPX	UEPVF	$0.00	$0.0	$0.0			$3.5		$30.89	$7.03		
		NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPPX	USAC2		$1.03	$0.29					$30.89	$7.03		
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Chang			UEPPX	USACC		$1.03	$0.29					$30.89	$7.03		
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						$0.76						$7.97			
		ADDITIONAL NRCs															
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPPX	USAS2	$0.0	$0.0	$0.0			$3.5	$19.99				
		PBX Subsequent Activity - Change/Rearrange Multiline Hunt Gro						$14.64	$14.64			$3.5	$19.99				
		UNE Port/Loop Combination Rates															
		2-Wire VG Coin Port/Loop Combo – Zone 1					$14.36										
		2-Wire VG Coin Port/Loop Combo – Zone 2					$18.19										
		2-Wire VG Coin Port/Loop Combo – Zone 3					$23.20										
		UNE Loop Rates															
		2-Wire Voice Grade Loop (SL1) - Zone 1			UEPCO	UEPLX	$12.48										
		2-Wire Voice Grade Loop (SL1) - Zone 2			UEPCO	UEPLX	$16.31										
		2-Wire Voice Grade Loop (SL1) - Zone 3			UEPCO	UEPLX	$21.32										

							RATES					OSS RATES					
								Nonrecurring		Nonrecurring		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc 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	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	Rec	First	Add'l	Disconnect First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Line Ports (COIN)																
		2-Wire Coin 2-Way without Operator Screening and without Blocking (TN)			UEPCO	UEPTB	$1.88							$30.89	$7.03		
		2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (NC, TN)			UEPCO	UEPRP	$1.88							$30.89	$7.03		
		2-Wire Coin 2-Way with Operator Screening and 011 Blocking (TN)			UEPCO	UEPTA	$1.88							$30.89	$7.03		
		2-Wire Coin 2-Way with Operator Screening: 900 Blocking: 900/976, 1+DDD, 011+, and Local (NC, TN)			UEPCO	UEPCA	$1.88							$30.89	$7.03		
		2-Wire Coin Outward with Operator Screening and 011 Blocking (TN)			UEPCO	UEPTC	$1.88							$30.89	$7.03		
		2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (TN)			UEPCO	UEPOT	$1.88							$30.89	$7.03		
		2-Wire 2-Way Smartline with 900/976 (all states except LA)			UEPCO	UEPCK	$1.88							$30.89	$7.03		
		2-Wire Coin Outward Smartline with 900/976 (all states except LA)			UEPCO	UEPCR	$1.88							$30.89	$7.03		
	ADDITIONAL UNE COIN PORT/LOOP (RC)																
		UNE Coin Port/Loop Combo Usage (Flat Rate			UEPCO	URECU	$3.45	$0.0	$0.0								
		Local Number Portability (1 per port			UEPCO	LNPCX	$0.35										
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPCO	USAC2		$1.03	$0.29					$30.89	$7.03		
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPCO	USACC		$1.03	$0.29					$30.89	$7.03		
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPCO	USAS2		$0.0	$0.0			$3.5		$30.89	$7.03		
	2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT																
	UNE Port/Loop Combination Rates																
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 1		1			$18.38										
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2		2			$19.87										
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3		3			$24.78										
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone		1	UEPPX	UECD1	$9.60	$75.06	$48.20	$28.70	$17.64		$19.99				
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone		2	UEPPX	UECD1	$11.09	$75.06	$48.20	$28.70	$17.61		$19.99				
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone		3	UEPPX	UECD1	$16.00	$75.06	$48.20	$28.70	$17.64		$19.99				
		Exchange Ports - 2-Wire DID Por			UEPPX	UEPD1	$8.78	$47.75	$47.01	$9.21	$8.47		$19.99				
	NONRECURRING CHARGES - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination - Switch-as-is			UEPPX	USAC1		$8.76	$5.75				$19.99				
		2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Change			UEPPX	USA1C		$8.76	$5.75				$19.99				
	Telephone Number/Trunk Group Establisment Charges																
		DID Trunk Termination (One Per Port			UEPPX	NDT	$0.00	$0.00	$0.00				$19.99				
		Additional DID Numbers for each Group of 20 DID Number			UEPPX	ND4	$0.00	$0.00	$0.00				$19.99				
		DID Numbers, Non- consecutive DID Numbers , Per Numbe			UEPPX	ND5	$0.00	$0.00	$0.00								
		Reserve Non-Consecutive DID numbers			UEPPX	ND6	$0.00	$0.00	$0.00								
		Reserve DID Numbers			UEPPX	NDV	$0.00	$0.00	$0.00								
	LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port			UEPPX	LNPCP	$3.15										
	2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT																
	UNE Port/Loop Combination Rates																
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1		1	UEPPB	UEPPR	$32.27										

							RATES					OSS RATES					
								Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2		2	UEPPB UEPPR		$34.78										
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3		3	UEPPB UEPPR		$44.32										
		2-Wire ISDN Digital Grade Loop - UNE Zone		1	UEPPB UEPPR	USL2X	$16.20	$142.76	$88.88	$76.35	$39.16						
		2-Wire ISDN Digital Grade Loop - UNE Zone		2	UEPPB UEPPR	USL2X	$18.71	$142.76	$88.88	$76.35	$39.16		$19.99				
		2-Wire ISDN Digital Grade Loop - UNE Zone		3	UEPPB UEPPR	USL2X	$28.25	$142.76	$88.88	$76.35	$39.16		$19.99				
		Exchange Port - 2-Wire ISDN Line Side Po			UEPPB UEPPR	UEPPB	$16.07	$30.23	$29.49				$19.99				
	NONRECURRING CHARGES - CURRENTLY COMBINED																
		2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversio			UEPPB UEPPR	USACB	$0.0	$117.23	$117.23				$19.99				
	ADDITIONAL NRCs																
		2-Wire ISDN Loop / 2-Wire ISDN Port Combination - Sub Actvy - Non Feature/Add Trunk			UEPPB UEPPR	USASB		$212.88									
	LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port			UEPPB UEPPR	LNPCX	$0.35	$0.00	$0.00								
	B-CHANNEL USER PROFILE ACCESS:																
		CVS/CSD (DMS/5ESS)			UEPPB UEPPR	U1UCA	$0.00	$0.00	$0.00								
		CVS (EWSD)			UEPPB UEPPR	U1UCB	$0.00	$0.00	$0.00								
		CSD			UEPPB UEPPR	U1UCC	$0.00	$0.00	$0.00								
	B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL,KY,LA,MS SC,MS, & TN)																
		CVS/CSD (DMS/5ESS)			UEPPB UEPPR	U1UCD	$0.00	$0.00	$0.00								
		CVS (EWSD)			UEPPB UEPPR	U1UCE	$0.00	$0.00	$0.00								
		CSD			UEPPB UEPPR	U1UCF	$0.00	$0.00	$0.00								
	USER TERMINAL PROFILE																
		User Terminal Profile (EWSD only)			UEPPB UEPPR	U1UMA	$0.00	$0.00	$0.00								
	VERTICAL FEATURES																
		All Vertical Features - One per Channel B User Profile			UEPPB UEPPR	UEPVF	$0.00	$0.00	$0.00								
		Interoffice Channel mileage each, including first mile and facilities termination			UEPPB UEPPR	M1GNC	$17.91	$53.99	$17.37				$0.0				
		Interoffice Channel mileage each, additional mile			UEPPB UEPPR	M1GNM	$0.1730	$0.0	$0.0			$0.0	$0.0				
	4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT																
	UNE Port/Loop Combination Rates																
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zon 1		1	UEPPP		$132.58										
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zon 2		2	UEPPP		$150.25										
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zon 3		3	UEPPP		$173.44										
		4-Wire DS1 Digital Loop - UNE Zone		1	UEPPP	USL4P	$57.73	$313.08	$219.72	$96.86	$40.45		$19.99				
		4-Wire DS1 Digital Loop - UNE Zone		2	UEPPP	USL4P	$75.40	$313.08	$219.72	$96.86	$40.45		$19.99				
		4-Wire DS1 Digital Loop - UNE Zone		3	UEPPP	USL4P	$98.59	$313.08	$219.72	$96.86	$40.55		$19.99				
		Exchange Ports - 4-Wire ISDN DS1 Por			UEPPP	UEPPP	$74.85	$148.66	$147.18	$38.46	$36.98		$19.99				
	NONRECURRING CHARGES - CURRENTLY COMBINED																
		4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Conversion -Switch-as-i			UEPPP	USACP	$0.00	$328.53	$328.53				$19.99				
	ADDITIONAL NRCs																

							RATES					OSS RATES					
								Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4-Wire DS1 Loop/4-W ISDN Digtl Trk Port - Subsqt Actvy-Inward/two way tel nos within Std Allowanc			UEPPP	PR7TF		$0.9400					$19.99				
		4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All States except NC			UEPPP	PR7TO		$22.36	$22.36				$19.99				
		4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Tel Nos Above Std Allowanc			UEPPP	PR7ZT		$44.71	$44.70				$19.99				
	LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port			UEPPP	LNPCN	$1.75										
	INTERFACE (Provsioning Only)																
		Voice/Data			UEPPP	PR71V	$0.00	$0.00	$0.00								
		Digital Data			UEPPP	PR71D	$0.00	$0.00	$0.00								
		Inward Data			UEPPP	PR71E	$0.00	$0.00	$0.00								
	New or Additional "B" Channel																
		New or Additional - Voice/Data B Channel			UEPPP	PR7BV	$0.00	$28.39									
		New or Additional - Digital Data B Channel			UEPPP	PR7BF	$0.00	$29.11					$19.99				
		New or Additional Inward Data B Channel			UEPPP	PR7BD	$0.00	$29.39					$19.99				
		New or Additional Useage Sensitive Voice Data B Channel			UEPPP	PR7BS	$0.00	$28.39					$19.19				
		New or Additional Useage Sensitive Digital Data B Channel			UEPPP	PR7BU	$0.00	$28.39					$19.99				
	CALL TYPES																
		Inward			UEPPP	PR7C1	$0.00	$0.0	$0.0								
		Outward			UEPPP	PR7C0	$0.00	$0.00	$0.00								
		Two-way			UEPPP	PR7CC	$0.00	$0.00	$0.00								
	Interoffice Channel Mileage																
		Fixed Each Including First Mil			UEPPP	1LN1A	$76.1825	$145.98	$109.85	$19.55			$19.99				
		Each Airline-Fractional Additional Mi			UEPPP	1LN1B	$0.3525										
	4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT																
	UNE Port/Loop Combination Rates																
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone		1	UEPDC		$93.28										
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone		2	UEPDC		$110.95						$19.99				
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone		3	UEPDC		$134.14						$19.99				
		4-Wire DS1 Digital Loop - UNE Zone		1	UEPDC	USLDC	$57.53	$313.08	$219.72	$96.86	$40.45		$19.99				
		4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPDC	USLDC	$75.40	$313.08	$219.72	$96.86	$40.45		$19.99				
		4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPDC	USLDC	$98.59	$313.08	$219.72	$96.86	$40.45		$19.99				
		4-Wire DDITS Digital Trunk Por			UEPDC	UDD1T	$35.55	$75.93	$38.15				$19.99				
	NONRECURRING CHARGES - CURRENTLY COMBINED																
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Switch-as-is			UEPDC	USAC4		$312.91	$312.91				$19.99				
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with DS1 Change			UEPDC	USAWA		$312.91	$312.91				$19.99				
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with Change - Trun			UEPDC	USAWB		$312.91	$312.91				$19.99				
	ADDITIONAL NRCs																
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Service Activity Per Service Orde			UEPDC	USAS4		$94.88	$94.88								
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - NRC - Subsequent Channel Activation/Chan - 2-Way Trun			UEPDC	UDTTA		$108.67	$108.67				$19.99				
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channe Activation/Chan - 1-Way Outward Trun			UEPDC	UDTTB		$108.67	$108.67				$19.99				
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Channel Activation/Chan Inward Trunk w/out DI			UEPDC	UDTTC		$108.67	$108.67				$19.99				

							RATES					OSS RATES					
								Nonrecurring		Nonrecurring		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
										Disconnect							
CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation Per Chan - Inward Trunk with DI			UEPDC	UDTTD		$108.67	$108.67								
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation / Chan - 2-Way DID w User Tran			UEPDC	UDTTE		$108.67	$108.67				$19.99				
	BIPOLAR 8 ZERO SUBSTITUTION																
		B8ZS -Superframe Format			UEPDC	CCOSF		$0.0	$590.00				$19.99				
		B8ZS - Extended Superframe Format			UEPDC	CCOEF		$0.0	$590.00				$19.99				
	Alternate Mark Inversion																
		AMI -Superframe Format			UEPDC	MCOSF		$0.00	$0.00								
		AMI - Extended SuperFrame Forma			UEPDC	MCOPO		$0.00	$0.00								
	Telephone Number/Trunk Group Establisment Charges																
		Telephone Number for 2-Way Trunk Grou			UEPDC	UDTGX	$0.00										
		Telephone Number for 1-Way Outward Trunk Grou			UEPDC	UDTGY	$0.00						$19.99				
		Telephone Number for 1-Way Inward Trunk Group Without DI			UEPDC	UDTGZ	$0.00						$19.99				
		DID Numbers for each Group of 20 DID Number:			UEPDC	ND4	$0.00						$19.99				
		DID Numbers, Non- consecutive DID Numbers , Per Numbe			UEPDC	ND5	$0.00						$19.99				
		Reserve Non-Consecutive DID Nos			UEPDC	ND6	$0.00	$0.00	$0.00								
		Reserve DID Numbers			UEPDC	NDV	$0.00	$0.00	$0.00				$19.99				
	Dedicated DS1 (Interoffice Channel Mileage) - FX/FCO for 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port																
		Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination)			UEPDC	1LNO1	$75.83	$145.98	$109.85	$19.66	$14.99		$19.99				
		Interoffice Channel Mileage - Additional rate per mile - 0-8 mil			UEPDC	1LNOA	$0.3525	$0.00	$0.00				$19.99				
		Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)			UEPDC	1LNO2	$0.0000	$0.0	$0.0								
		Interoffice Channel Mileage - Additional rate per mile - 9-25 mil			UEPDC	1LNOB	$0.3525	$0.00	$0.00								
		Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination)			UEPDC	1LNO3	$0.00	$0.00	$0.00	$0.00							
		Interoffice Channel Mileage - Additional rate per mile - 25+ mil			UEPDC	1LNOC	$0.3525	$0.00	$0.00								
		Local Number Portability, per DS0 Activate			UEPDC	LNPCP	$3.15	$0.00	$0.00	$0.00							
		Central Office Termininating Poir			UEPDC	CTG	$0.00										
	4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT																
	System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations																
	Each System can have up to 24 combinations of rates depending on type and number of ports used																
	UNE DS1 Loop																
		4-Wire DS1 Loop - UNE Zone 1			UEPMG	USLDC	$57.73	$0.00	$0.00				$19.99				
		4-Wire DS1 Loop - UNE Zone 2			UEPMG	USLDC	$75.40	$0.00	$0.00				$19.99				
		4-Wire DS1 Loop - UNE Zone 3			UEPMG	USLDC	$98.59	$0.00	$0.00				$19.99				
	UNE DSO Channelization Capacities (D4 Channel Bank Configurations)																
		24 DSO Channel Capacity - 1 per DS1			UEPMG	VUM24	$131.87	$0.00	$0.00				$19.99				
		48 DSO Channel Capacity - 1 per 2 DS1s			UEPMG	VUM48	$263.74	$0.00	$0.00				$19.99				
		96 DSO Channel Capacity -1per 4 DS1s			UEPMG	VUM96	$527.48	$0.00	$0.00				$19.99				
		144 DS0 Channel Capacity - 1 per 6 DS1s			UEPMG	VUM14	$791.42	$0.00	$0.00				$19.99				
		192 DS0 Channel Capacity -1 per 8 DS1s			UEPMG	VUM19	$827.76	$0.00	$0.00				$19.99				
		240 DS0 Channel Capacity - 1 per 10 DS1s			UEPMG	VUM20	$1,318.70	$0.00	$0.00				$19.99				

							RATES					OSS RATES					
								Nonrecurring		Nonrecurring		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc 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	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	Rec	First	Add'l	Disconnect First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		288 DS0 Channel Capacity - 1 per 12 DS1s			UEPMG	VUM28	$1,582.44	$0.00	$0.00				$19.99				
		384 DS0 Channel Capacity - 1 per 16 DS1s			UEPMG	VUM38	$2,109.92	$0.00	$0.00				$19.99				
		480 DS0 Channel Capacity - 1 per 20 DS1s			UEPMG	VUM40	$2,637.40	$0.00	$0.00				$19.99				
		576 DS0 Channel Capacity -1 per 24 DS1s			UEPMG	VUM57	$3,164.88	$0.00	$0.00				$19.99				
		672 DS0 Channel Capacity - 1 per 28 DS1s			UEPMG	VUM67	$3,692.36	$0.00	$0.00				$19.99				
	Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channeliztion with Port - Conversion Charge Based on a System																
	A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DSO Ports with Feature Activations																
	Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.																
		NRC - Conversion (Currently Combined) with or without BellSouth Allowed Changes			UEPMG	USAC4	$0.00	$303.61	$15.74				$19.99				
	System Additions at End User Locations Where 4-Wire DS1 Loop with Channelization with Port Combination Currently Exists and																
	New (Not Currently Combined) In Georgia Only																
		NRC - 1 DS1/D4 Channel Bank - Add NRC for each Port and Assoc Feature Activation - New GA Only			UEPMG	VUMD4	$0.00	$704.68	$441.48	$138.36	$16.41		$19.99				
	Bipolar 8 Zero Substitution																
		Clear Channel Capability Format, superframe - Subsequent Activi Only			UEPMG	CCOSF	$0.00	$0.00	$590.00				$19.99				
		Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only			UEPMG	CCOEF	$0.00	$0.00	$590.00				$19.99				
	Alternate Mark Inversion (AMI)																
		Superframe Format			UEPMG	MCOSF	$0.00	$0.00	$0.00								
		Extended Superframe Format			UEPMG	MCOPO	$0.00	$0.00	$0.00								
	Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port																
	Exchange Ports																
		Line Side Combination Channelized PBX Trunk Port - Business			UEPPX	UEPCX	$1.79	$0.00	$0.00	$0.00	$0.00		$19.99				
		Line Side Outward Channelized PBX Trunk Port - Business			UEPPX	UEPOX	$1.79	$0.00	$0.00	$0.00	$0.00		$19.99				
		Line Side Inward Only Channelized PBX Trunk Port without DID			UEPPX	UEP1X	$1.79	$0.00	$0.00	$0.00	$0.00		$19.99				
		2-Wire Trunk Side Unbundled Channelized DID Trunk Port			UEPPX	UEPDM	$8.97	$0.00	$0.00	$0.00	$0.00		$19.99				
	Feature Activations - Unbundled Loop Concentration																
		Feature (Service) Activation for each Line Side Port Terminated in D4 Bank			UEPPX	1PQWM	$0.66	$23.94	$12.64	$3.82	$3.80		$19.99				
		Feature (Service) Activation for each Trunk Side Port Terminated D4 Bank			UEPPX	1PQWU	$0.66	$73.67	$17.37	$54.09	$10.57		$19.99				
	Telephone Number/ Group Establishment Charges for DID Service																
		DID Trunk Termination (1 per Port)			UEPPX	NDT	$0.00										
		DID Numbers - groups of 20 - Valid all States			UEPPX	ND4	$0.00	$0.00	$0.00								
		Non-Consecutive DID Numbers - per number			UEPPX	ND5	$0.00	$0.00	$0.00				$19.99				
		Reserve Non-Consecutive DID Numbers			UEPPX	ND6	$0.00	$0.00	$0.00								
		Reserve DID Numbers			UEPPX	NDV	$0.00	$0.00	$0.00								
	Local Number Portability																
		Local Number Portability - 1 per port			UEPPX	LNPCP	$3.15	$0.00	$0.00								
	FEATURES - Vertical and Optional																
	Local Switching Features Offered with Line Side Ports Only																
		All Features Available			UEPPX	UEPVF	$0.00	$0.00	$0.00				$19.99				

BELLSOUTH / Aeneas RATES
Unbundled Network Elements
TENNESSEE

							RATES					OSS RATES					
								Nonrecurring		Nonrecurring		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
										Disconnect							
CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN

Version 2Q01: 06/15/01

AMENDMENT
TO THE
INTERCONNECTION AGREEMENT BETWEEN
AENEAS COMMUNICATIONS LLC AND
BELLSOUTH TELECOMMUNICATIONS, INC.

Pursuant to this Amendment, (the "Amendment"), Aeneas Communications, LLC and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated January 9, 2001 ("Agreement").

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. Attachment 2, Section 4.1.3 is augmented with new subsections 4.1.3.2.1 through 4.1.3.2.6 as follows:

4.1.3.2.1 Unbundled Local Switching, together with Common Transport and, if necessary, Tandem Switching, provides to Aeneas Communications LLC local subscribers local calling and the ability to presubscribe to a primary carrier for intraLATA toll service and a primary carrier for interLATA toll service.

4.1.3.2.2 Provided that Aeneas Communications LLC purchases unbundled local switching from BellSouth and uses the BellSouth CIC for its end users' LPIC or if a BellSouth local end user selects BellSouth as its LPIC, then the Parties will consider as local any calls originated by an Aeneas Communications LLC local end user, or originated by a BellSouth local end user and terminated to an Aeneas Communications LLC local end user, where such calls originate and terminate in the same LATA, except for those calls originated and terminated through switched access arrangements (i.e., calls that are transported by a party other than BellSouth). For such calls, BellSouth will charge Aeneas Communications LLC the UNE elements for the BellSouth facilities utilized. Neither Party shall bill the other originating or terminating switched access charges for such calls. Intercarrier compensation for local calls between BellSouth and Aeneas Communications LLC shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's web site.

4.1.3.2.3 Where Aeneas Communications LLC purchases unbundled local switching from BellSouth but does not use the BellSouth CIC for its end users' LPIC, BellSouth will consider as local those direct dialed telephone calls that originate from an Aeneas Communications LLC end user and terminate within the basic local calling area or within the extended local calling areas and that are dialed using 7 or 10 digits as defined and specified in Section A3 of BellSouth's General Subscriber Services Tariffs. For such local calls, BellSouth will charge Aeneas Communications LLC the UNE elements for the BellSouth facilities utilized. Intercarrier compensation for local calls between BellSouth and

Aeneas Communications LLC shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's web site.

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

4.1.3.2.5 Reverse billed toll calls, such as intraLATA 800 calls, calling card calls and third party billed calls, where BellSouth is the carrier shall also be considered as local calls and Aeneas Communications LLC shall not bill BellSouth originating or terminating switched access for such calls.

4.1.3.2.6 BellSouth shall assess retroactive charges for UNE transport and switching associated with using the BellSouth LPIC if a CLEC has been able to previously select BellSouth as the end user LPIC prior to the option allowing the selection of a BellSouth provided LATA-wide local calling area being offered.

2. All of the other provisions of the Agreement, dated January 9 , 2001, shall remain in full force and effect.

3. Either or both of the Parties is 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.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

Aeneas Communications LLC	**BellSouth Telecommunications, Inc.**
Signature on File	Signature on File
Signature	Signature
Jonathan Harlan	Gregory R. Follensbee
Name	Name
CEO	Senior Director
Title	Title
07/25/2001	8/1/2001
Date	Date

AMENDMENT
TO THE
INTERCONNECTION AGREEMENT BETWEEN
AENEAS COMMUNICATIONS LLC AND
BELLSOUTH TELECOMMUNICATIONS, INC.

Pursuant to this Amendment, (the "Amendment"), Aeneas Communications, LLC and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated January 9, 2001 ("Agreement").

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. Attachment 2, Section 4.1.3.2.2 is augmented as follows:

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

is deleted in its' entirety and replaced with

"Intercarrier compensation for local calls between BellSouth and Aeneas Communications LLC shall be as described in BellSouth's UNE Local Call Flows set forth in Exhibit B."

2. Attachment 2, Section 4.1.3.2.3 is augmented as follows:

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

is deleted in its' entirety and replaced with

"Intercarrier compensation for local calls between BellSouth and Aeneas Communications LLC shall be as described in BellSouth's UNE Local Call Flows set forth in Exhibit B."

3. The said Call Flow exhibit is attached hereto as Exhibit "B"

2. All of the other provisions of the Agreement, dated January 9 , 2001, shall remain in full force and effect.

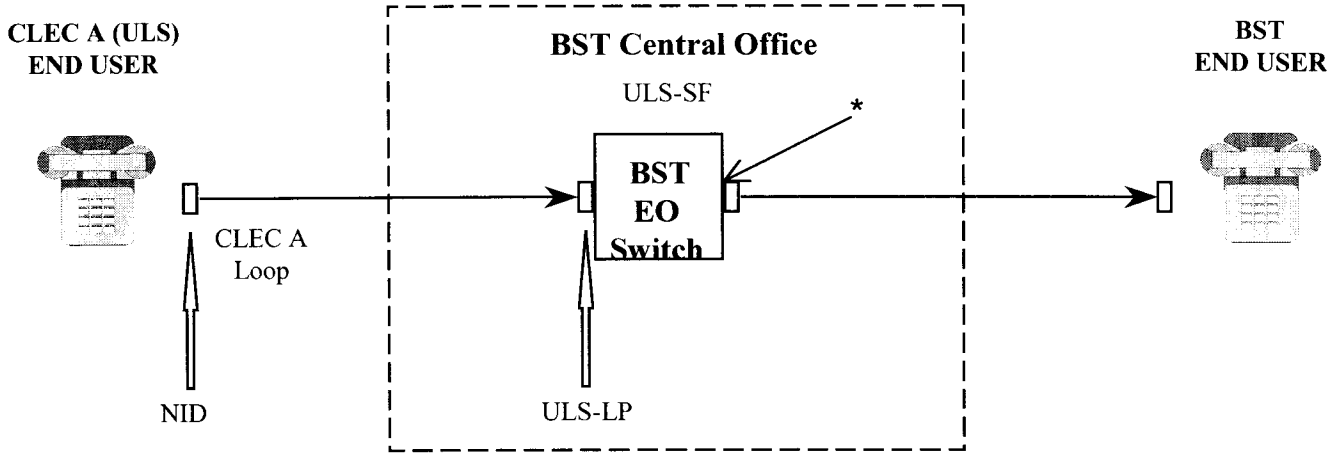
3. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

Aeneas Communications LLC	**BellSouth Telecommunications, Inc.**
Signature on File	Signature on File
Signature	Signature
Jonathan Harlan	G. R. Follensbee
Name	Name
CEO	Senior Director
Title	Title
11/14/2001	11/15/2001
Date	Date

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

1. BST Network - Calling Within a 7 and 10 Digit Dialing Scope Intraoffice/Intraswitch



Billing Concept
-- Unbundled Network Elements

Usage Recordings
-- Call Code 001/072 (NOT MBI13) is made at the End Office. No tandem indicator, no access time, no attempts. No term recording.
-- Normal EO recordings appropriate to the type of service will be made.

BST bills CLEC A
-- ULS-LP (loop and port monthly)
-- ULS-SF (unbundled switching)

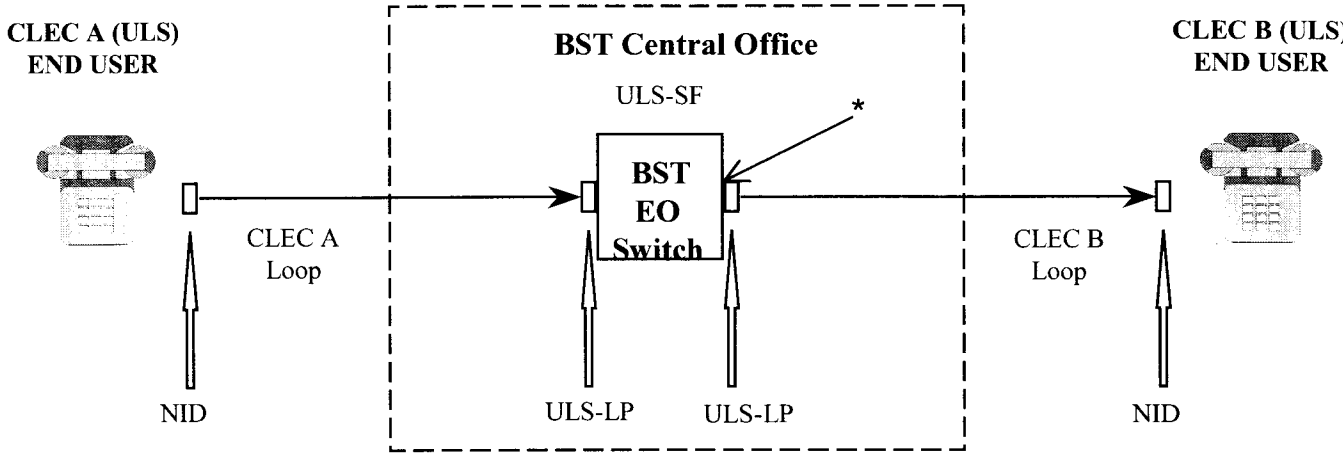
Billing Factors
-- NA

Record Exchange
BellSouth sends CLEC A ODUF 10-01-31 (See Local/Toll Exceptions)

* indicates demarcation between UNE Network and other Networks

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

2. BST Network - Calling Within a 7 and 10 Digit Dialing Scope Intraoffice/Intraswitch



Billing Concept
-- Unbundled Network Elements

Usage Recordings
-- Call Code 001/072 (NOT MBI13) is made at the End Office. No tandem indicator, no access time, no attempts. No term recording.
-- Normal EO recordings appropriate to the type of service will be made.

BST bills CLEC A
-- ULS-LP (loop and port monthly)
-- ULS-SF (unbundled switching - originating)

BST bills CLEC B
-- ULS-LP (loop and port monthly)

Billing Factors
-- NA

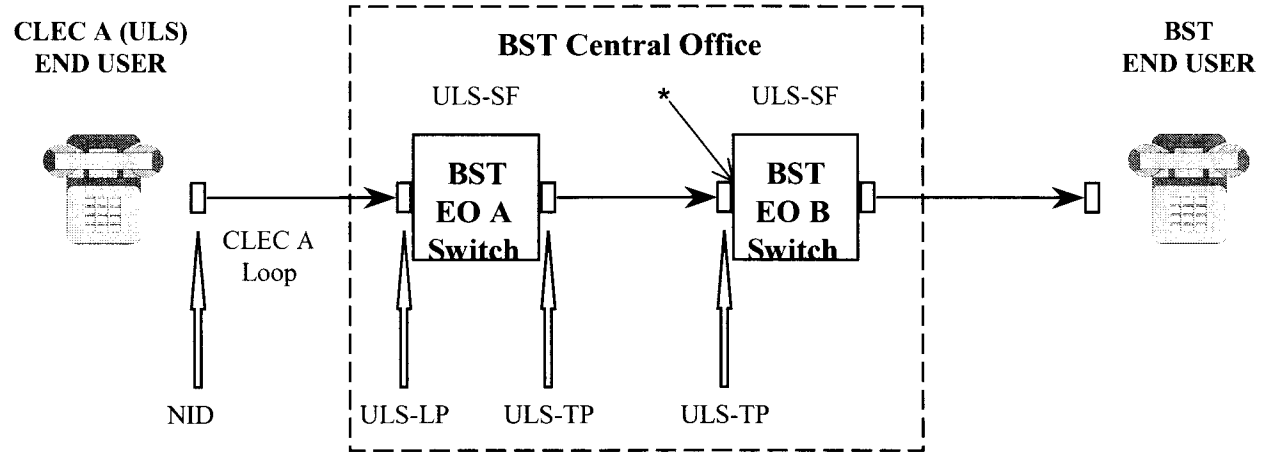
Record Exchange
BellSouth sends CLEC A ODUF 10-01-31 (See Local/Toll Exceptions)

* indicates demarcation between UNE Network and other Networks

Note: The Industry has not developed a means to uniquely identify calls originating from unbundled ports, such as depicted above from CLEC A. Currently, such calls appear to the terminating Party, such as CLEC B above, as though they were originated by BellSouth. Therefore, until such time as calls originating from unbundled ports can be uniquely identified to the originating Party, BellSouth shall charge CLEC A for un

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

3. BST Network - Calling Within a 7 and 10 Digit Dialing Scope Intraoffice/Interswitch



Billing Concept
-- Unbundled Network Elements

Usage Recordings
-- Call Code 001/072 (NOT MBI13) is made at the End Office. No tandem indicator, no access time, no attempts. No term recording.
-- Normal EO recordings appropriate to the type of service will be made.

* indicates demarcation between UNE Network and other Networks

BST bills CLEC A
-- ULS-LP (loop and port monthly)
-- 2 ULS-SFs (unbundled switching - originating and terminating, summarized at originating EO A)
-- 2 ULS-TPs (trunk ports)
-- UIT-S (unbundled transport, fixed, mileage calculated from EO A to EO B) (zero transport miles)

Reciprocal Compensation

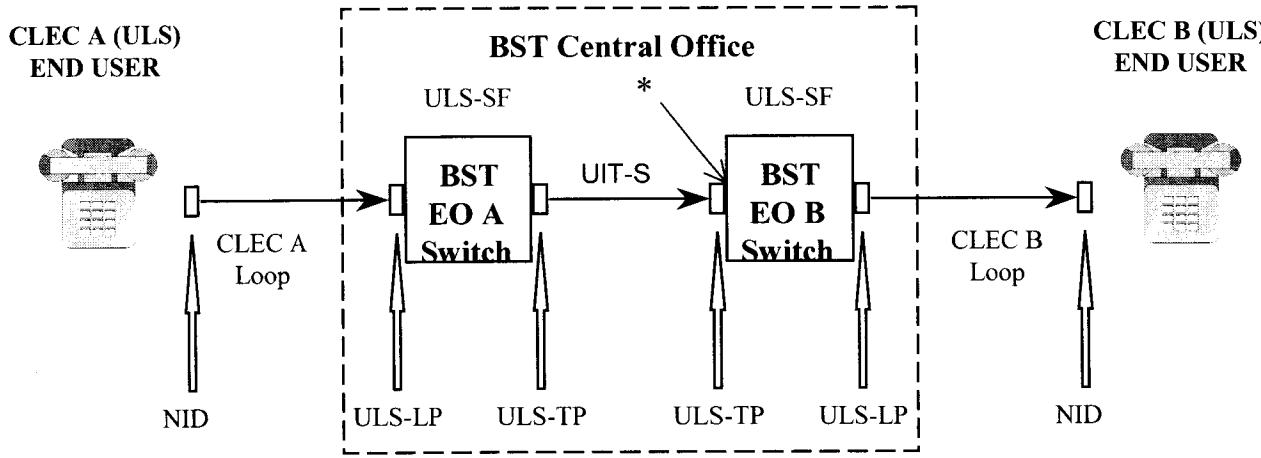
BST bills CLEC A Unbundled Local Switching as indicated above.

Billing Factors
-- NA

Record Exchange
BellSouth sends CLEC A ODUF 10-01-31 (See Local/Toll Exceptions)

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

4. BST Network - Calling Within a 7 and 10 Digit Dialing Scope Intraoffice/Interswitch



Billing Concept
-- Unbundled Network Elements

Usage Recordings
-- Call Code 001/072 (NOT MBI13) is made at the End Office. No tandem indicator, no access time, no attempts. No term recording.
-- Normal EO recordings appropriate to the type of service will be made.

BST bills CLEC A
-- ULS-LP (loop and port monthly)
-- 2 ULS-SFs (unbundled switching - originating and terminating, summarized at originating EO A)
-- 2 ULS-TPs (trunk ports)
-- UIT-S (unbundled transport, fixed, mileage calculated from EO A to EO B) (zero transport miles)

BST bills CLEC B
-- ULS-LP (loop and port monthly)

Billing Factors
-- NA

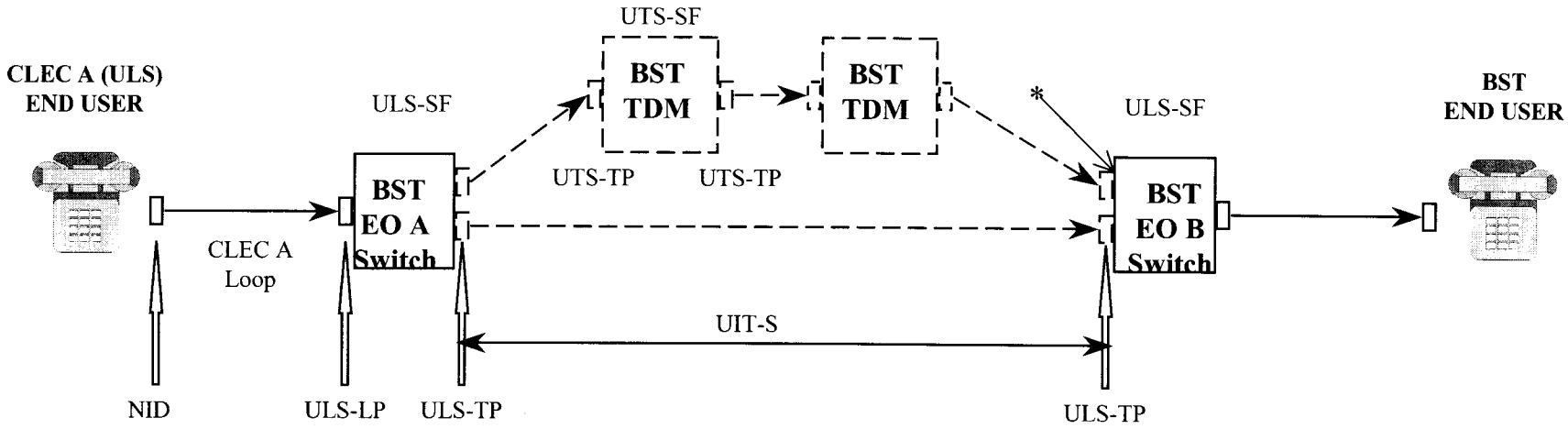
Record Exchange
BellSouth sends CLEC A ODUF 10-01-31 (See Local/Toll Exceptions)

* indicates demarcation between UNE Network and other Networks

Note: The Industry has not developed a means to uniquely identify calls originating from unbundled ports, such as depicted above from CLEC A. Currently, such calls appear to the terminating Party, such as CLEC B above, as though they were originated by BellSouth. Therefore, until such time as calls originating from unbundled ports can be uniquely identified to the originating Party and such information can be passed to the terminating Party in a billing record, for this call scenario BellSouth shall charge CLEC A for End Office Switching or ULS-SF at End Office B, shall not charge CLEC B for ULS-SF at End Office B and shall not provide a billing record to CLEC B.

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

5. BST Network - Calling Within a 7 and 10 Digit Dialing Scope Interoffice



Billing Concept
-- Unbundled Network Elements

Usage Recordings
-- Call Code 001/072 (NOT MBI13) or Call Code 006/072 is made at the End Office. No tandem indicator, no access time, no attempts. No terminating recording.
-- Normal EO recordings appropriate to the type of service will be made.
NOTE: Call code 006 records are related to ELCA plans.

* indicates demarcation between UNE Network and other Networks

BST bills CLEC A
-- ULS-LP (loop and port monthly)
-- 2 ULS-SFs (unbundled switching - originating and terminating, summarized at originating EO A)
-- 2 ULS-TPs (end office trunk ports)
-- UIT-S (unbundled transport-shared, fixed and per mile, mileage calculated from EO A to EO B)
-- UTS-SF (unbundled melded tandem switching)
-- 2 UTS-TPs (melded tandem trunk ports)

Reciprocal Compensation

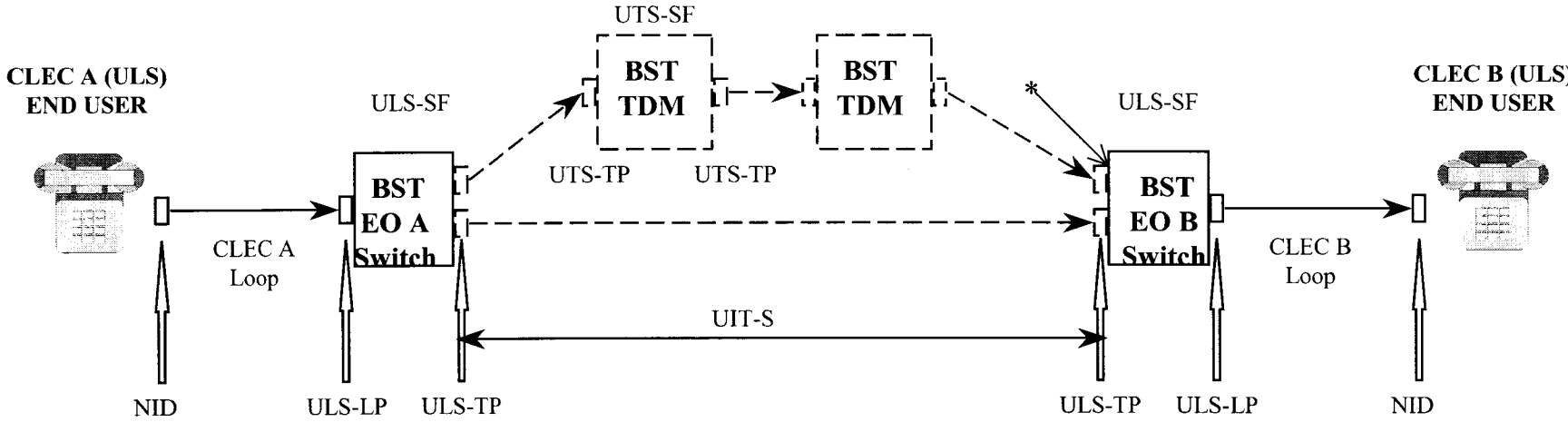
BST bills CLEC A Unbundled Local Switching as indicated above.

Billing Factors
-- NA

Record Exchange
BellSouth sends CLEC A ODUF 10-01-31 (See Local/Toll Exceptions)

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

6. BST Network - Calling Within a 7 and 10 Digit Dialing Scope Interoffice



Billing Concept
-- Unbundled Network Elements

Usage Recordings
-- Call Code 00/072 (NOT MBI13) or Call Code 006/072 is made at the End Office. No tandem indicator, no access time, no attempts. No term recording.
-- Normal EO recordings appropriate to the type of service will be made.

NOTE: Call code 006 records are related to ELCA plans.

BST bills CLEC A
-- ULS-LP (loop and port monthly)
-- 2 ULS-SFs (unbundled switching - originating and terminating, summarized at EO A)
-- 2 ULS-TPs (end office trunk ports)
-- UIT-S (unbundled transport - shared, fixed and per mil, mileage from EO A to EO B)
-- UTS-SF (unbundled melded tandem switching)
-- 2 UTS-TPs (melded tandem trunk ports)

BST bills CLEC B
-- ULS-LP (loop and port monthly)

Billing Factors
-- NA

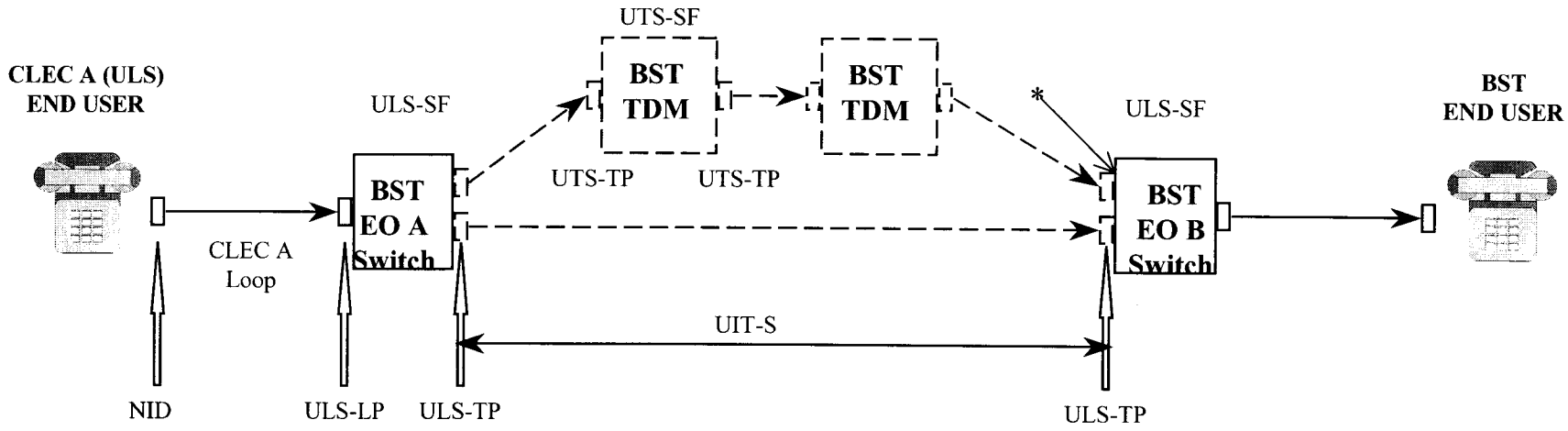
Record Exchange
BellSouth sends CLEC A ODUF 10-01-31
(See Local/Toll Exceptions)

* indicates demarcation between UNE Network and other Networks

Note: The Industry has not developed a means to uniquely identify calls originating from unbundled ports, such as depicted above from CLEC A. Currently, such calls appear to the terminating Party, such as CLEC B above, as though they were originated by BellSouth. Therefore, until such time as calls originating from unbundled ports can be uniquely identified to the originating Party and such information can be passed to the terminating Party in a billing record, for this call scenario BellSouth shall charge CLEC A for End Office Switching or ULS-SF at End Office B, shall not charge CLEC B for ULS-SF at End Office B and shall not provide a billing record to CLEC B.

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

7. BST Network – Call terminating outside of the originating 7 & 10 digit dialing arrangement but within the lata (i.e. 1+ call) - Interoffice



Billing Concept
-- Unbundled Network Elements

Usage Recordings
-- Call Code 006 is made at the End Office. No tandem indicator, no access time, no attempts. No terminating recording.
-- Normal EO recordings appropriate to the type of service will be made.

BST bills CLEC A
-- ULS-LP (loop and port monthly)
-- 2 ULS-SFs (unbundled switching - originating and terminating, summarized at originating EO A)
-- 2 ULS-TPs (end office trunk ports)
-- UIT-S (unbundled transport-shared, fixed and per mile, mileage calculated from EO A to EO B)
-- UTS-SF (unbundled melded tandem switching)
-- 2 UTS-TPs (melded tandem trunk ports)

Billing Factors
-- NA

Record Exchange
BellSouth sends CLEC A ODUF 10-01-01

* indicates demarcation between UNE Network and other Networks

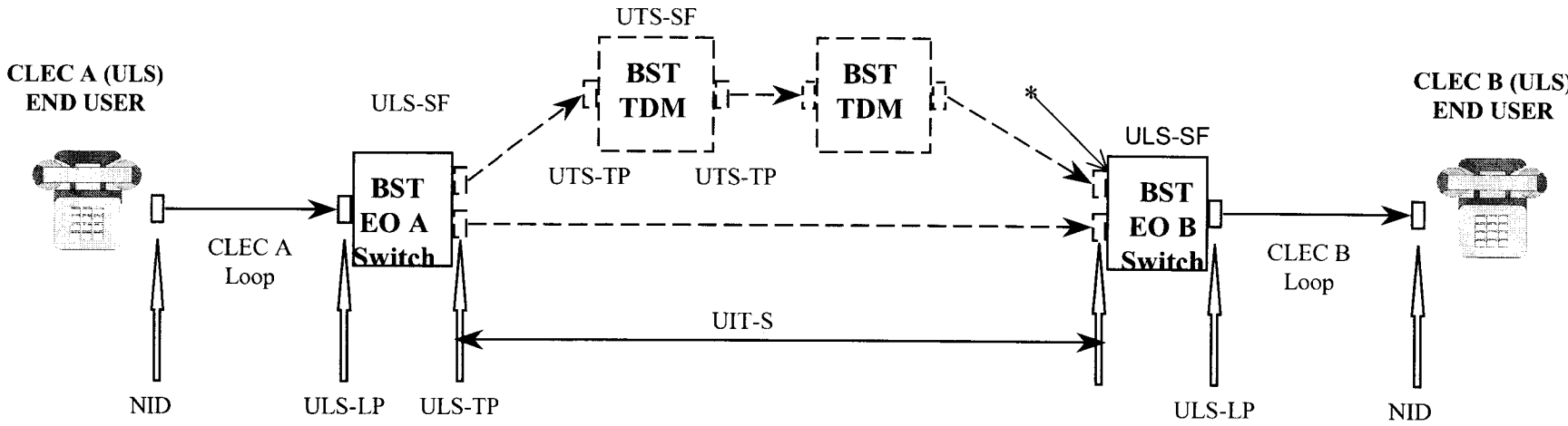
Reciprocal Compensation

BST bills CLEC A Unbundled Local Switching as indicated above.

Note: CLEC A must LPIC BST in order for BellSouth to transport and terminate this call. Appropriate terms and conditions must be contained within the CLEC/BellSouth Interconnection Agreement in order for BellSouth to provide this functionality to the CLEC.

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

8. BST Network – Call terminating outside of the originating 7 & 10 digit dialing arrangement but within the lata (i.e. 1+ call) - Interoffice



Billing Concept
-- Unbundled Network Elements

Usage Recordings
-- Call Code 006 is made at the End Office.
No tandem indicator, no access time, no attempts. No term recording.
-- Normal EO recordings appropriate to the type of service will be made.

* indicates demarcation between UNE Network and other Networks

BST bills CLEC A
-- ULS-LP (loop and port monthly)
-- 2 ULS-SFs (unbundled switching - originating and terminating, summarized at originating EO A)
-- 2 ULS-TPs (end office trunk ports)
-- UIT-S (unbundled transport-shared, fixed and per mile, mileage calculated from EO A to EO B)
-- UTS-SF (unbundled melded tandem switching)
-- 2 UTS-TPs (melded tandem trunk ports)

BST bills CLEC B
-- ULS-LP (loop and port monthly)

Billing Factors
-- NA

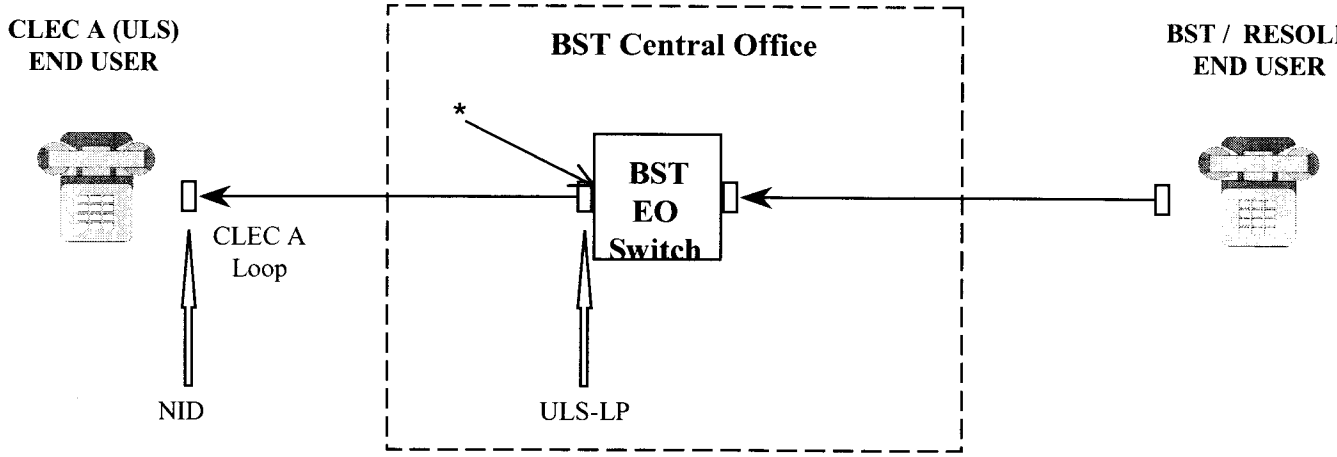
Record Exchange
BellSouth sends CLEC A ODUF 10-01-01

Note: CLEC A must LPIC BST in order for BellSouth to transport and terminate this call. Appropriate terms and conditions must be contained within the CLEC/BellSouth Interconnection Agreement in order for BellSouth to provide this functionality to the CLEC.

Note: The Industry has not developed a means to uniquely identify calls originating from unbundled ports, such as depicted above from CLEC A. Currently, such calls appear to the terminating Party, such as CLEC B above, as though they were originated by BellSouth. Therefore, until such time as calls originating from unbundled ports can be uniquely identified to the originating Party and such information can be passed to the terminating Party in a billing record, for this call scenario BellSouth shall charge CLEC A for End Office Switching or ULS-SF at End Office B, shall not charge CLEC B for ULS-SF at End Office B and shall not provide a billing record to CLEC B.

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

9. BST Network - Calling Within a 7 and 10 Digit Dialing Scope Intraoffice/Intraswitch



Billing Concept
-- Unbundled Network Elements

BST bills CLEC A
-- ULS-LP (loop and port monthly)

Billing Factors
-- NA

Usage Recordings
-- Call Code 001/072 is made at the End Office.
No tandem indicator, no access time, no attempts.
No term recording. Note this is MBI13 if the BST end user has flat-rated service.
-- Normal EO recordings appropriate to the type of service will be made.

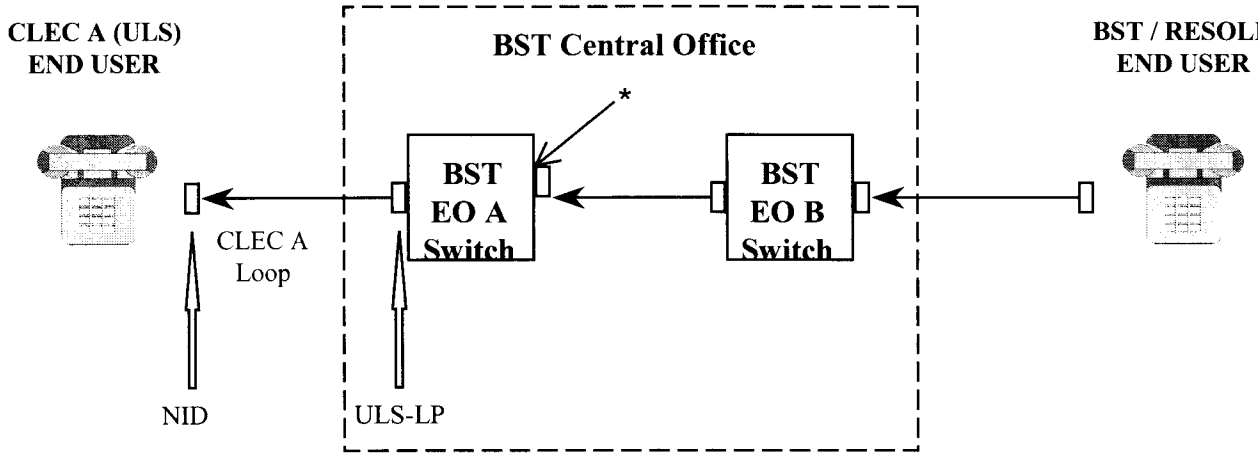
Record Exchange
-- NA

Reciprocal Compensation
CLEC A does not charge BellSouth reciprocal compensation for this call scenario as UNE CLEC A does not incur any switching costs that it may be entitled to charge BellSouth for terminating local switching.

* indicates demarcation between UNE Network and other Networks

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

10. BST Network - Calling Within a 7 and 10 Digit Dialing Scope Intraoffice/Interswitch



Billing Concept
-- Unbundled Network Elements

Usage Recordings
-- Call Code 001/072 is made at the End Office B
No tandem indicator, no access time, no attempts.
No term recording. Note this is MBI13 if the BST end user has flat-rated service.
-- Normal EO recordings appropriate to the type of service will be made.

* indicates demarcation between UNE Network and other Networks

BST bills CLEC A
-- ULS-LP (loop and port monthly)

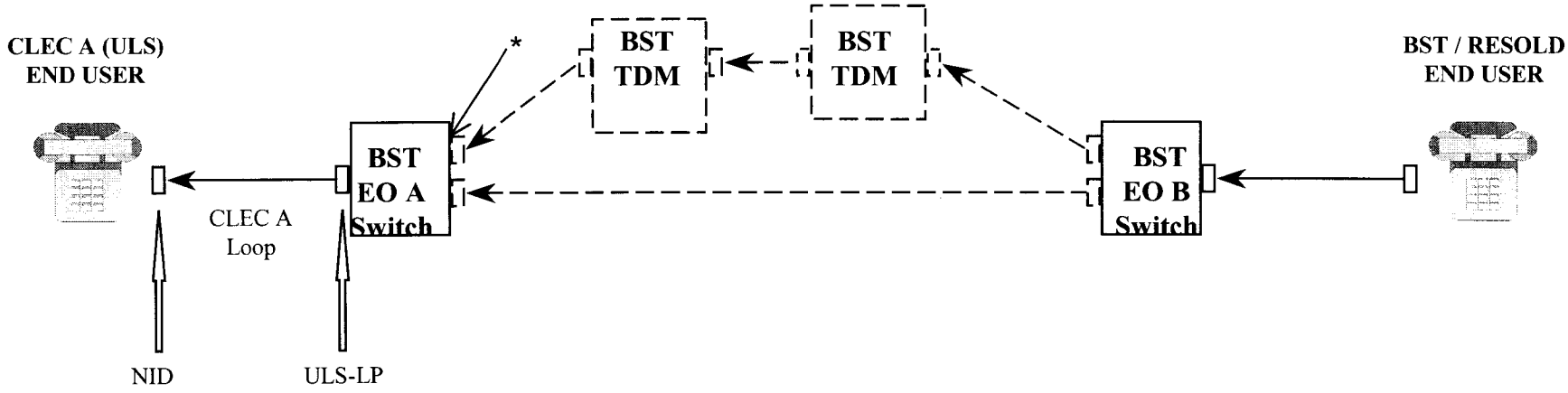
Billing Factors
-- NA

Record Exchange
-- NA

Reciprocal Compensation
CLEC A does not charge BellSouth reciprocal compensation as the charges that UNE CLEC A may be entitled to charge BellSouth for terminating local switching would be the same as the as the charges BellSouth would charge UNE CLEC A for unbundled switching. Such charges would net to zero, since they are the same rate. Therefore, neither Party charges for the unbundled local switching functionality.

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

11. BST Network - Calling Within a 7 and 10 Digit Dialing Scope Interoffice



Billing Concept
-- Unbundled Network Elements

BST bills CLEC A
-- ULS-LP (loop and port monthly)

Billing Factors
-- NA

Record Exchange
-- NA

Usage Recordings
-- Call Code 001/072 (NOT MBI13) or Call Code 006/072 is made at the End Office B. No tandem indicator, no access time, no attempts. No term recording
Note this is MBI13 if the BST end user has flat-rated service.
-- Normal EO recordings appropriate to the type of service will be made.
NOTE: Call code 006 records are related to ELCA plans.

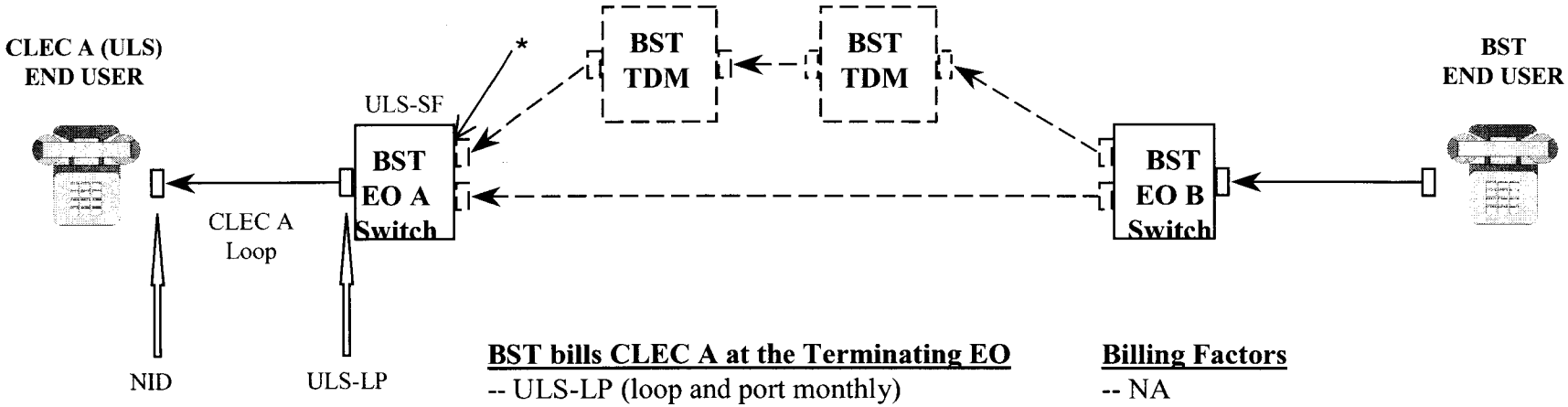
* indicates demarcation between UNE Network and other Networks

Reciprocal Compensation

CLEC A does not charge BellSouth reciprocal compensation as the charges that UNE CLEC A may be entitled to charge BellSouth for terminating local switching would be the same as the as the charges BellSouth would charge UNE CLEC A for unbundled switching. Such charges would net to zero, since they are the same rate. Therefore, neither Party charges for the unbundled local switching functionality.

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

12. BST Network - Call terminating outside of the originating 7 & 10 digit dialing arrangement but within the lata (i.e. 1+ call) - Interoffice



Billing Concept
-- Unbundled Network Elements

Usage Recordings
-- Call Code 006/072 is made at the End Office B. No tandem indicator, no access time, no attempts. No term recording.
-- Normal EO recordings appropriate to the type of service will be made.
NOTE: Call code 006 records are related to ELCA plans.

* indicates demarcation between UNE Network and other Networks

BST bills CLEC A at the Terminating EO
-- ULS-LP (loop and port monthly)
-- ULS-SF (unbundled switching - terminating)

Billing Factors
-- NA

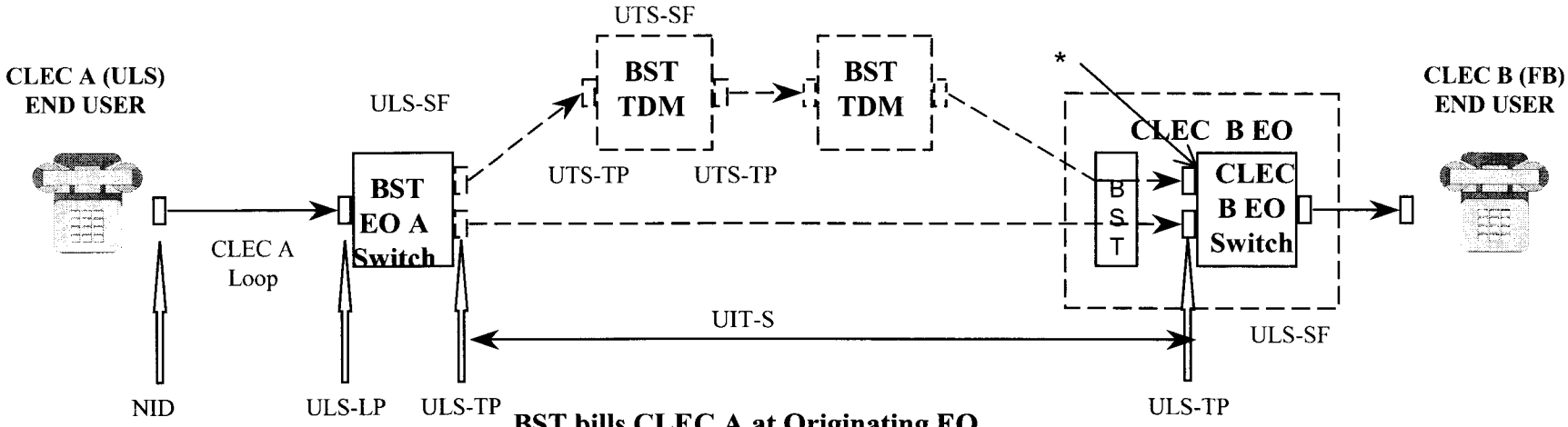
Record Exchange
BellSouth sends CLEC A ADUF 11-01-01, so the CLEC may be able to quantify end office usage. Terminating switched access charges shall not apply.

Reciprocal Compensation:
Currently, for this call flow CLEC A may bill BellSouth ULS-SF for end office switching at EO A. This is due to the fact that BellSouth's billing system currently bills ULS-SF to CLEC A at EO A. Because these rates are the same and the charges net to zero, BellSouth would normally not charge, but until BellSouth modifies its billing system to not charge CLEC A for ULS-SF, CLEC A may bill the equivalent charges back to BellSouth.

A terminating access (ADUF) record is provided as this is the only means available to provide CLEC A a way to quantify the terminating usage. However, access charges shall not be billed to BellSouth as BellSouth treats such calls that it terminates as Local calls and bills the originating ULS CLEC Unbundled Local Switching at the UNE rates and not terminating access.

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

13. Multi-Network - Calling Within a 7 and 10 Digit Dialing Scope Interoffice (ULS CLEC and FB-CLEC Networks)



Billing Concept
-- Unbundled Network Elements
-- Local Interconnection

Usage Recordings
-- Call Code 001/072 (NOT MBI13) or Call Code 006/072 is made at the End Office. No tandem indicator, no access time, no attempts. No term recording.
-- Normal EO recordings appropriate to the type of service will be made.

NOTE: Call code 006 records are related to ELCA plans.

* indicates demarcation between UNE Network and other Networks

BST bills CLEC A at Originating EO
-- ULS-LP (loop and port monthly)
-- 2 ULS-SF (unbundled switching originating and terminating, summarized at EO A)
-- 2 ULS-TPs (end office trunk port)
-- UIT-S (unbundled transport - shared, fixed and per mile, mileage from EO A to EO B)
-- UTS-SF (unbundled melded tandem switching)
-- 2 UTS-TPs (melded tandem trunk ports)

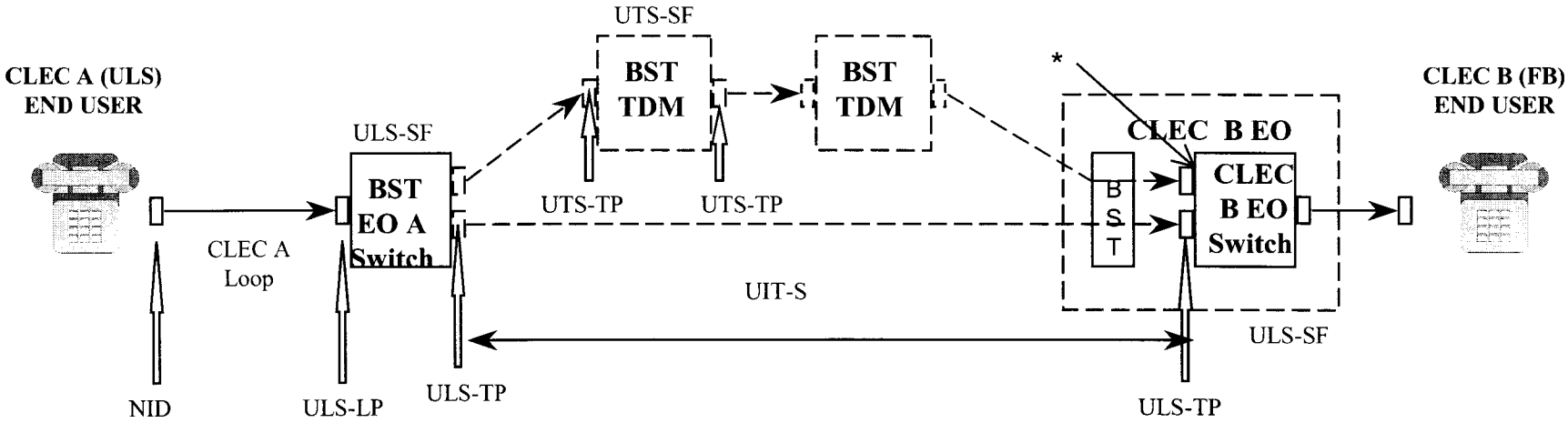
FB CLEC B billing
-- The Industry has not established how CLEC B may Bill CLEC A for reciprocal compensation. In the interim, BST shall bill the terminating EO switching to CLEC A and pay Reciprocal compensation to CLEC B as such calls appear to be originated by BST end users.

Billing Factors
BST provides CLEC B with PIU & PLU for Local Interconnection billing

Record Exchange
BellSouth sends CLEC A ODUF 10-01-31 (See Local/Toll Exceptions)

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

14. Multi-Network – Call terminating outside of the originating 7 & 10 digit dialing arrangement but within the lata (i.e. 1+ call) - Interoffice



Billing Concept
-- Unbundled Network Elements
-- Local Interconnection

Usage Recordings
--Call Code 006 is made at the End Office. No tandem indicator, no access time, no attempts. No term recording.
-- Normal EO recordings appropriate to the type of service will be made.

* indicates demarcation between UNE Network and other Networks

BST bills CLEC A
-- ULS-LP (loop and port monthly)
-- 2 ULS-SFs (unbundled switching - originating and terminating, summarized at originating EO A)
-- 2 ULS-TPs (end office trunk ports)
-- UIT-S (unbundled transport-shared, fixed and per mile, mileage calculated from EO A to EO B)
-- UTS-SF (unbundled melded tandem switching)
-- 2 UTS-TPs (melded tandem trunk ports)

FB CLEC B Billing
-- The Industry has not established how CLEC B may Bill CLEC A for reciprocal compensation. In the interim, BST shall bill the terminating EO switching to CLEC A and pay Reciprocal compensation to CLEC B as such calls appear to be originated by BST end users.

Billing Factors
-- N/A

Record Exchange
BellSouth sends CLEC A ODUF 10-01-01

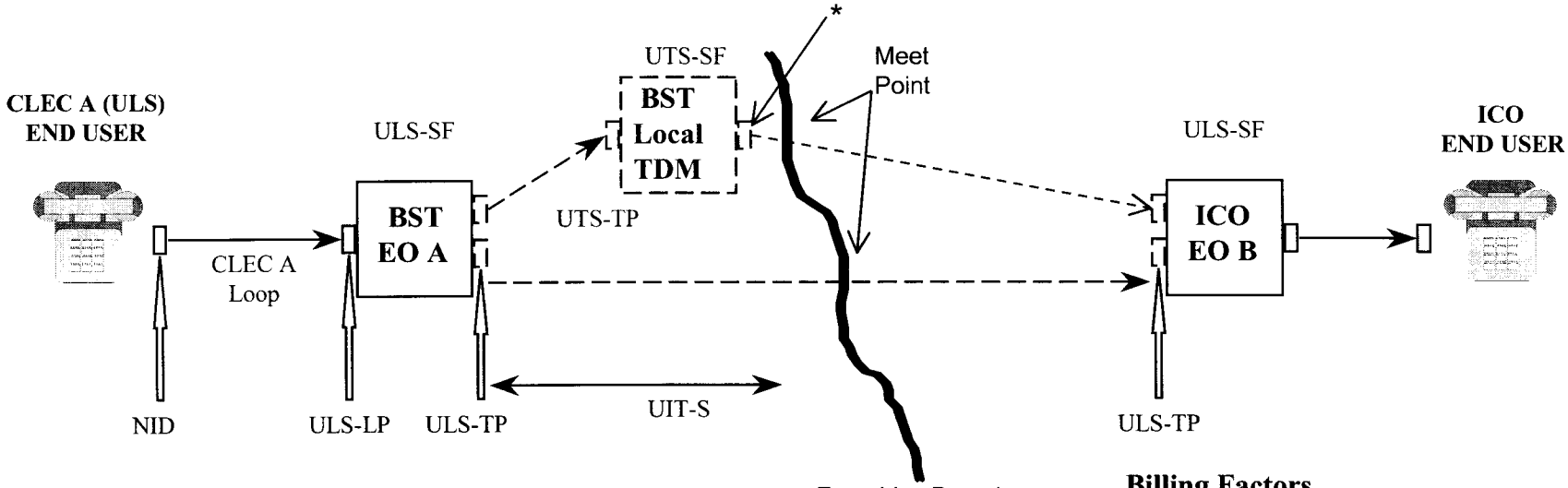
Note: CLEC A must LPIC BST in order for BellSouth to transport and terminate this call. Appropriate terms and conditions must be contained within the CLEC/BellSouth Interconnection Agreement in order for BellSouth to provide this functionality to the CLEC.

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

Slide #15 Left Blank Intentionally

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

15A. Multi-Network – Calling Within a 7 and 10 Digit Dialing Scope Interoffice



Billing Concept
-- Unbundled Network Elements
-- Interconnection

Usage Recordings
-- Call Code 001/072 is made at originating End Office.
(if direct routing exists, still use melded since 001 cannot indicate tandem vs. direct routing)

* indicates demarcation between UNE Network and other Networks

BST bills CLEC A
-- ULS-LP (loop and port monthly)
-- 1 ULS-SF (unbundled switching originating, summarized at EO A)
-- 1 ULS-TPs (end office trunk port)
-- UIT-S (unbundled transport - shared, fixed and per mile, mileage from EO A to BST local tandem) Note: use default of 0 miles since do not know meet point, using mileage to local tandem, but since no mapping of EO to local tandems will now have default of 0 miles since EO & some local tandems are co-located)
-- UTS-SF (unbundled melded tandem switching)
-- 1 UTS-TPs (melded tandem trunk ports)

Note: ICO and BST local calls are bill and keep

Billing Factors
-- NA

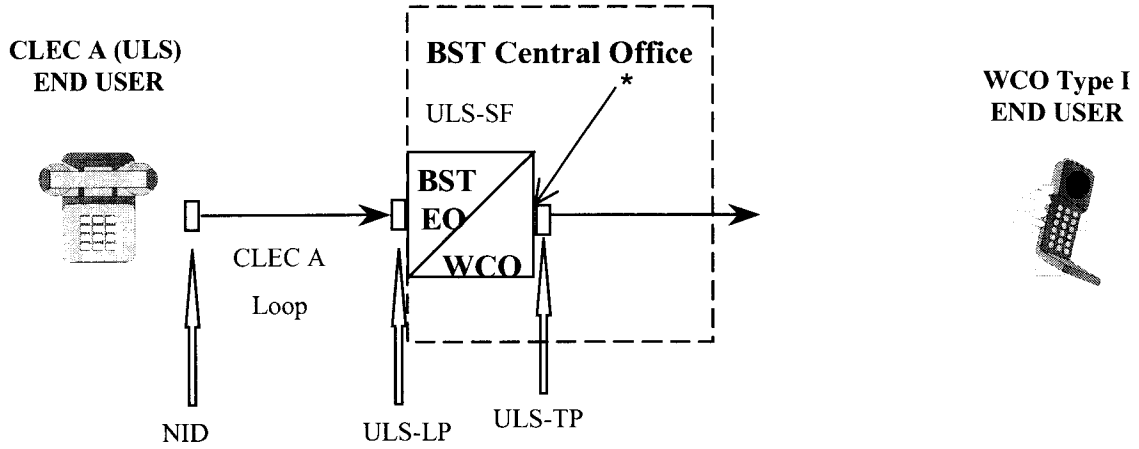
Record Exchange
BellSouth sends CLEC A ODUF 10-01-31 (See Local/Toll Exceptions)

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

Slide #16 Left Blank Intentionally

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

17. BST-Network - Calling Within a 7 and 10 Digit Dialing Scope Type I - Intraoffice/IntraSwitch



Billing Concept
-- Unbundled Network Elements
-- Interconnection

Usage Recordings
-- Call Code 001/072 is made at the End Office.

BST bills CLEC A
-- ULS-LP (loop and port monthly)
-- 1 ULS-SFs (unbundled switching - originating)

Billing Factors
-- NA

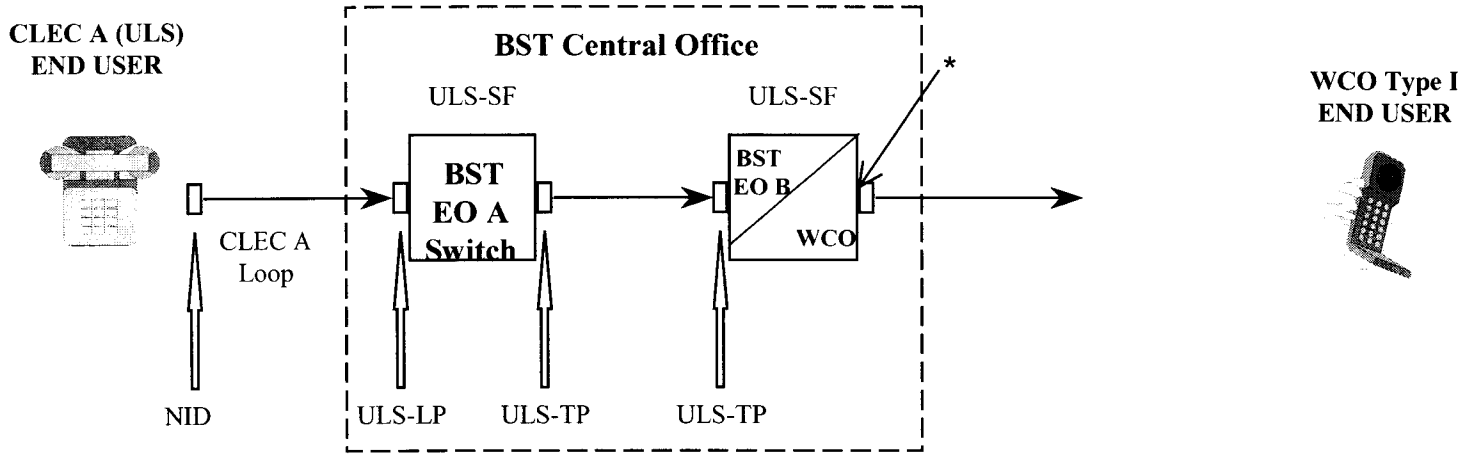
Record Exchange
BellSouth sends CLEC A ODUF 10-01-31 (See Local/Toll Exceptions)
10-01-01 is sent to CLEC A if WCO NPA-NXX is Land-to-Mobile

* indicates demarcation between UNE Network and other Networks

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

17A. BST Network - Calling Within a 7 and 10 Digit Dialing Scope

Type I - Intraoffice/InterSwitch



Billing Concept
-- Unbundled Network Elements

Usage Recordings
-- Call Code 001/072 (NOT MBI13) is made at the End Office. No tandem indicator, no access time, no attempts. No term recording.
-- Normal EO recordings appropriate to the type of service will be made.

* indicates demarcation between UNE Network and other Networks

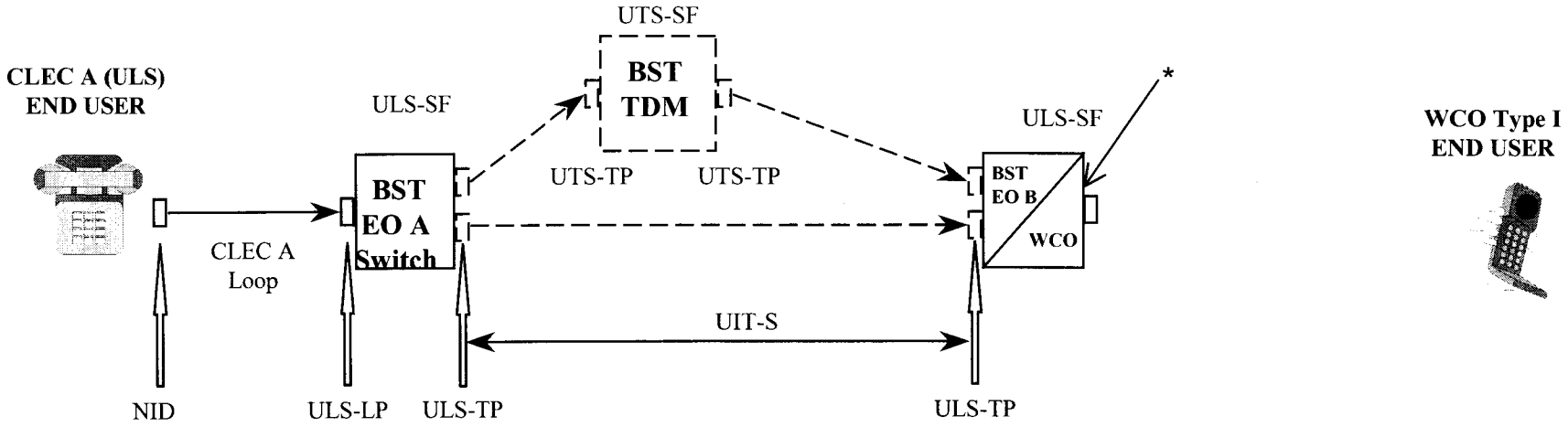
BST bills CLEC A
-- ULS-LP (loop and port monthly)
-- 2 ULS-SFs (unbundled switching - originating and terminating, summarized at originating EO A)
-- 2 ULS-TPs (trunk ports)
-- UIT-S (unbundled transport, fixed, mileage calculated from EO A to EO B) (zero transport miles)

Billing Factors
-- NA

Record Exchange
BellSouth sends CLEC A
ODUF 10-01-31
(See Local/Toll Exceptions)
10-01-01 is sent to CLEC A if WCO NPA-NXX is Land-to-Mobile

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

18. BST-Network - Calling Within a 7 and 10 Digit Dialing Scope Type I Interoffice



Billing Concept
-- Unbundled Network Elements
-- WCO Interconnection

Usage Recordings
-- Call Code 001/006/072 is made at originating End Office no tandem indicator

BST bills CLEC A
-- ULS-LP (loop and port monthly)
-- 2 ULS-SFs (unbundled local switching - originating, summarized at originating EO A)
-- 2 ULS-TP (end office trunk ports)
-- UIT-S (unbundled transport - shared, fixed and per mile, mileage from EO A to EO B)
-- UTS-SF (unbundled melded tandem switching)
-- 2 UTS-TPs (melded tandem trunk ports)

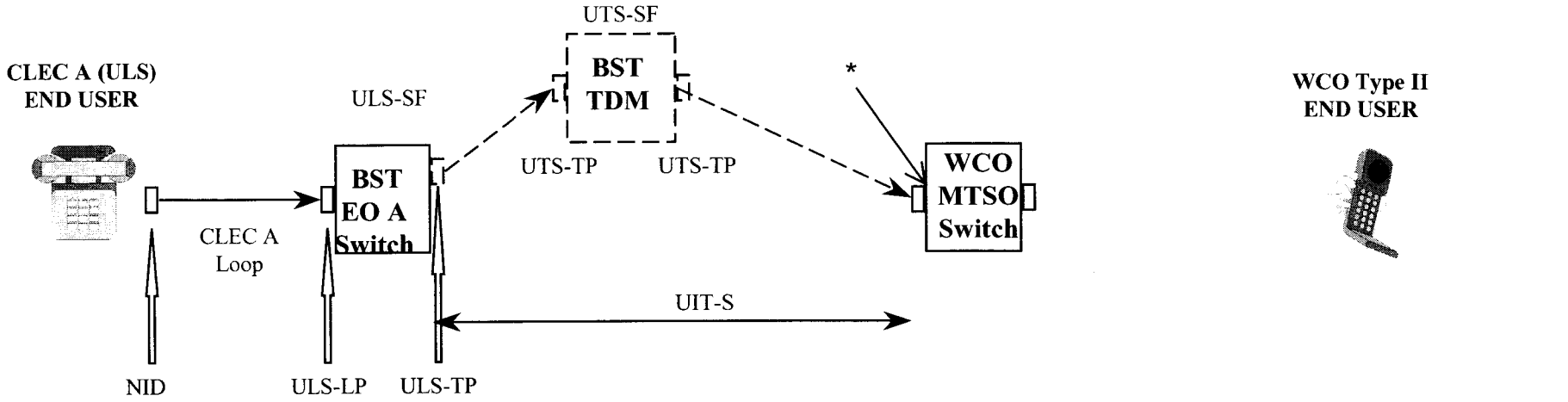
Billing Factors
-- NA

Record Exchange
BellSouth sends CLEC A ODUF 10-01-31 (See Local/Toll Exceptions)
10-01-01 is sent to CLEC A if WCO NPA-NXX is Land-to-Mobile

* indicates demarcation between UNE Network and other Networks

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

19. Multi-Network - Calling Within a 7 and 10 Digit Dialing Scope Type II-A



Billing Concept
-- Unbundled Network Elements
-- WCO Interconnection

Usage Recordings
-- Call Code 001/006/072 is made at originating End Office
No tandem indicator but entire NPA/NNX is wireless in Type 2 and Type 2 connects only at tandems

BST bills CLEC A
-- ULS-LP (loop and port monthly)
-- 1 ULS-SFs (unbundled local switching - originating)
-- 1 ULS-TPs (end office trunk ports)
-- UIT-S (unbundled transport - shared, fixed and per mile , mileage from EO A to MTSO)
-- UTS-SF (full rate unbundled tandem switching)
-- 2 UTS-TPs (full rate tandem trunk ports)

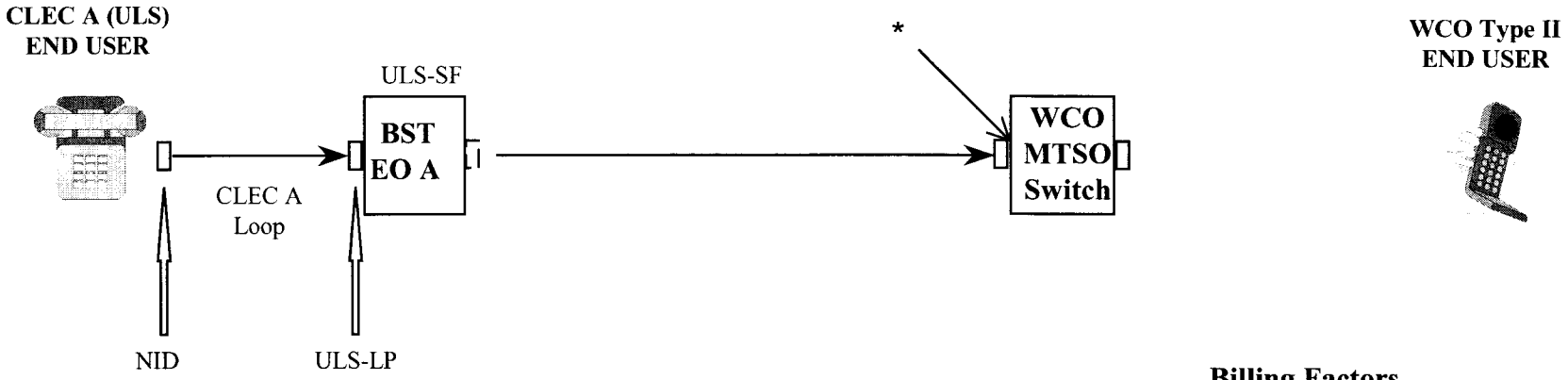
Billing Factors
-- NA

Record Exchange
BellSouth sends CLEC A ODUF 10-01-31 (See Local/Toll Exceptions)
10-01-01 is sent to CLEC A if WCO NPA-NXX is Land-to-Mobile

* indicates demarcation between UNE Network and other Networks

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

19a. Multi-Network - Calling Within a 7 and 10 Digit Dialing Scope Type II-B



Billing Concept
-- Unbundled Network Elements
-- WCO Interconnection - Type 2B where WCO purchases trunk from EOA to MTSO

Usage Recordings
-- Call Code 001/006/072 is made at originating End Office

BST bills CLEC A
-- ULS-LP (loop and port monthly)
-- 1 ULS-SFs (unbundled local switching - originating)

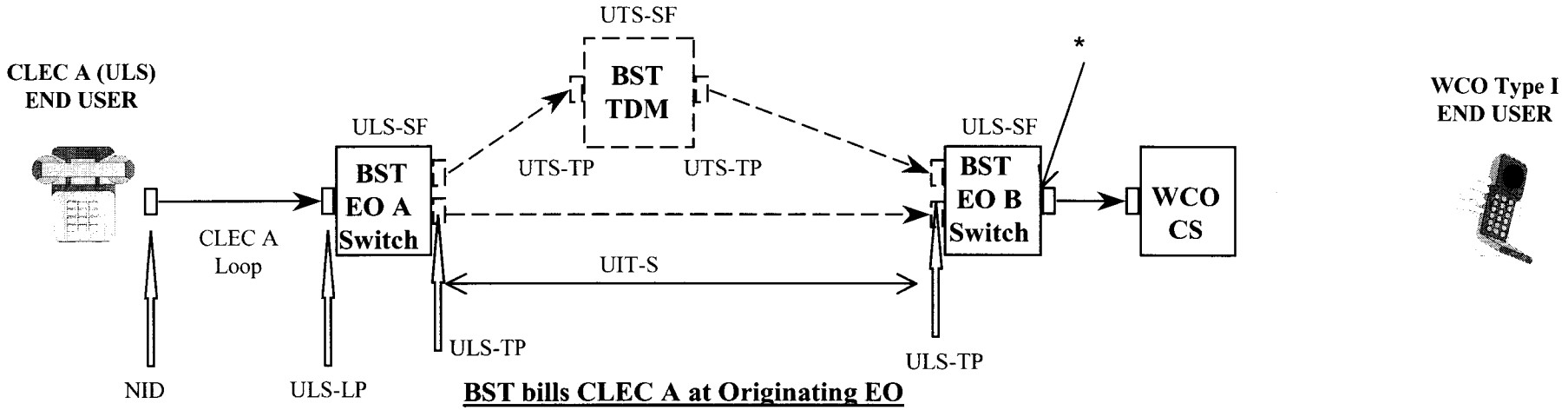
* indicates demarcation between UNE Network and other Networks

Billing Factors
-- NA

Record Exchange
BellSouth sends CLEC A ODUF 10-01-31 (See Local/Toll Exceptions)
10-01-01 is sent to CLEC A if WCO NPA-NXX is Land-to-Mobile

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

20. Multi-Network - Call terminating outside of the originating 7 & 10 digit dialing arrangement but within the lata (i.e. 1+ call) – Interoffice - Type I



Billing Concept
-- Unbundled Network Elements
-- WCO Interconnection

Usage Recordings
-- Call Code 006 is made at originating End Office A

* indicates demarcation between UNE Network and other Networks

BST bills CLEC A at Originating EO
-- ULS-LP (loop and port monthly)
--2 ULS-SFs (unbundled local switching - originating, summarized at originating EO A)
-- 2 ULS-TP (end office trunk ports)
-- UIT-S (unbundled transport - shared, fixed and per mile, mileage from EO A to EO B)
-- UTS-SF (unbundled melded tandem switching)
-- 2 UTS-TPs (melded tandem trunk ports)

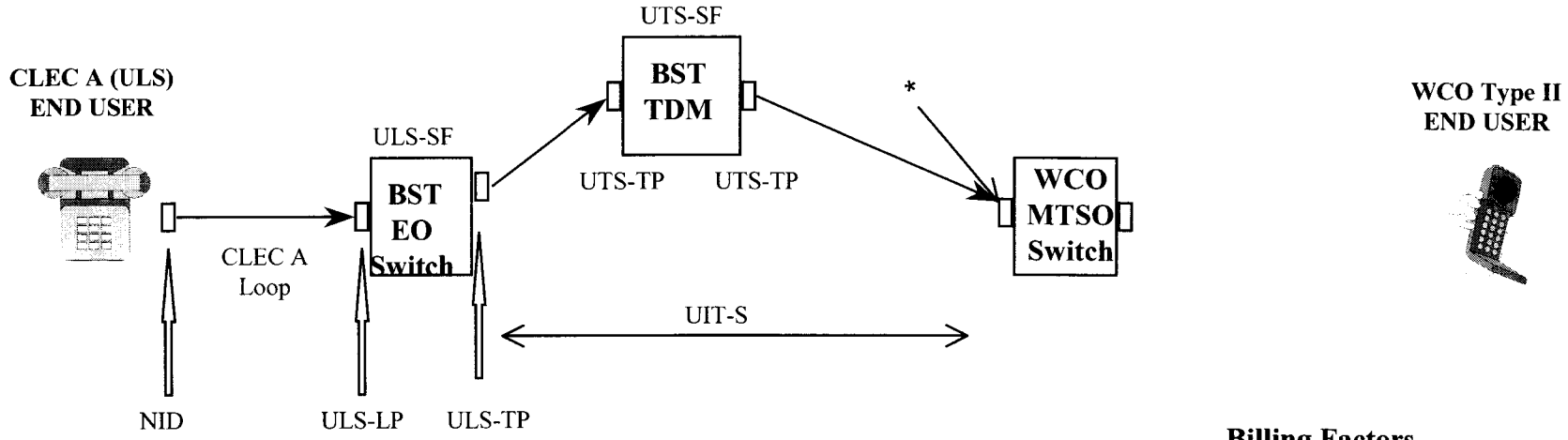
Billing Factors
-- NA

Record Exchange
BellSouth sends CLEC A ODUF 10-01-31 (See Local/Toll Exceptions)
10-01-01 is sent to CLEC A if WCO NPA-NXX is Land-to-Mobile

Note: CLEC A must LPIC BST in order for BellSouth to transport and terminate this call. Appropriate terms and conditions must be contained within the CLEC/BellSouth Interconnection Agreement in order for BellSouth to provide this functionality to the CLEC.

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

21. Multi-Network - Call terminating outside of the originating 7 & 10 digit dialing arrangement but within the lata (i.e. 1+ call) – Interoffice - Type II-A



Billing Concept
-- Unbundled Network Elements
-- WCO Interconnection

Usage Recordings
-- Call Code 006 is made at originating End Office (can involve multiple tandems)
-- non-BST UNE originated TNs should be excluded from Land-to-Mobilescreening for reverse billing retail service
-- Entire NPA/NNX is wireless for Type 2, which only connects at tandems

BST bills CLEC A at originating EO
-- ULS-LP (loop and port monthly recurring)
-- 1 ULS-SFs (unbundled local switching - originating)
-- 1 ULS-TPs (end office trunk ports)
-- UIT-S (unbundled transport - shared, fixed and per mile , mileage from EO A to MTSO)
-- UTS-SF (full rate unbundled tandem switching)
-- 2 UTS-TPs (full rate tandem trunk ports

Billing Factors
-- NA

Record Exchange
BellSouth sends CLEC A ODUF 10-01-01

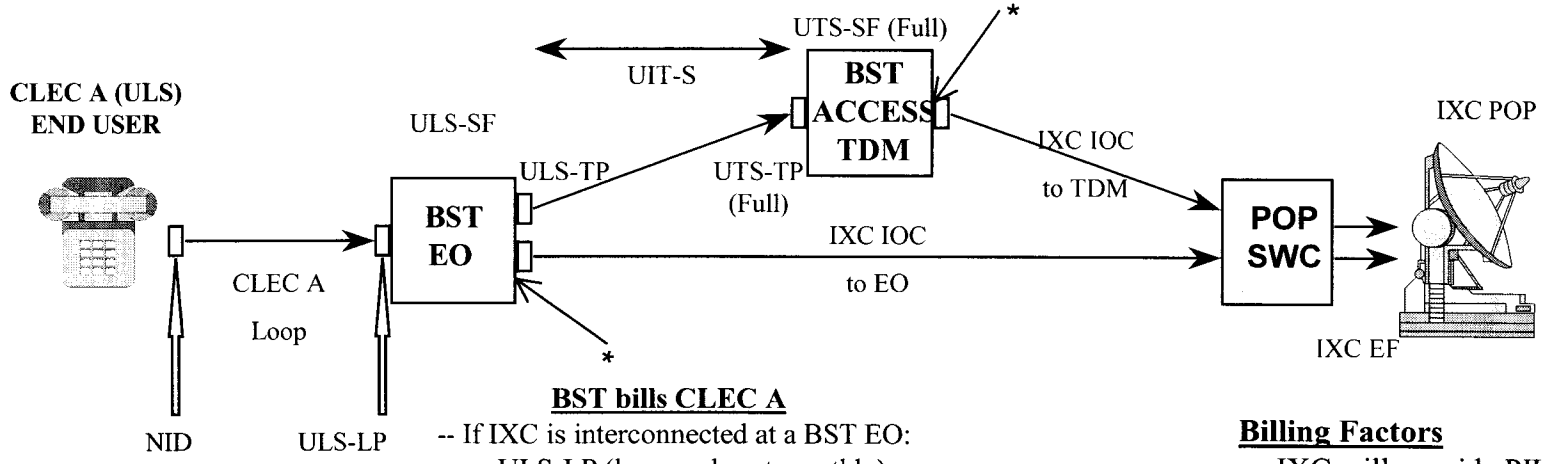
* indicates demarcation between UNE Network and other Networks

Note: CLEC A must LPIC BST in order for BellSouth to transport and terminate this call. Appropriate terms and conditions must be contained within the CLEC/BellSouth Interconnection Agreement in order for BellSouth to provide this functionality to the CLEC

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

22. INTERSTATE / INTRASTATE ACCESS CALLING

(Access Reform) Multi-Network Interoffice



Billing Concept
-- Access Reform
-- Unbundled Network Elements
Note that this call flow applies to intralata toll with non-BST LPIC

Usage Recordings
-- Call Code 110/117 on FGD
-- Call Code 134 on FGB

BST bills CLEC A
-- If IXC is interconnected at a BST EO:
- •ULS-LP (loop and port monthly)
- •ULS-SF (unbundled switching - originating)

-- If IXC is interconnected at a BST Access TDM:
- •ULS-LP (loop and port monthly)
- •ULS-SF (unbundled switching - originating)
- •ULS-TP (end office trunk ports)
- •UIT-S (unbundled transport - shared, mileage from BST
- •EO and BST AT, fixed and per mile)
- •UTS-TP (unbundled full rate tandem trunk ports)
- •UTS-SF (unbundled full rate tandem switching)

CLEC A bills IXC
-- Originating Access as agreed upon between CLEC A & IXC

BST bills IXC
-- Dedicated Switched Local Channel (Entrance Facility)
-- Dedicated Switched Transport (between POP SWC and UNE CLEC EO) if direct routed, dedicated transport (between POP SWC and Access Tandem) if tandem routed)

Billing Factors
-- IXC will provide PIUs to BST and CLEC A

Record Exchange
BellSouth sends CLEC A ADUF Originating 11-01-01

Demarcation Point between UNE Network and IXC Network
Access Tandem Switch if tandem Terminating End office Switch (trunk side) if direct

* indicates demarcation between UNE Network and other Networks

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

Slide #23 Left Blank Intentionally

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

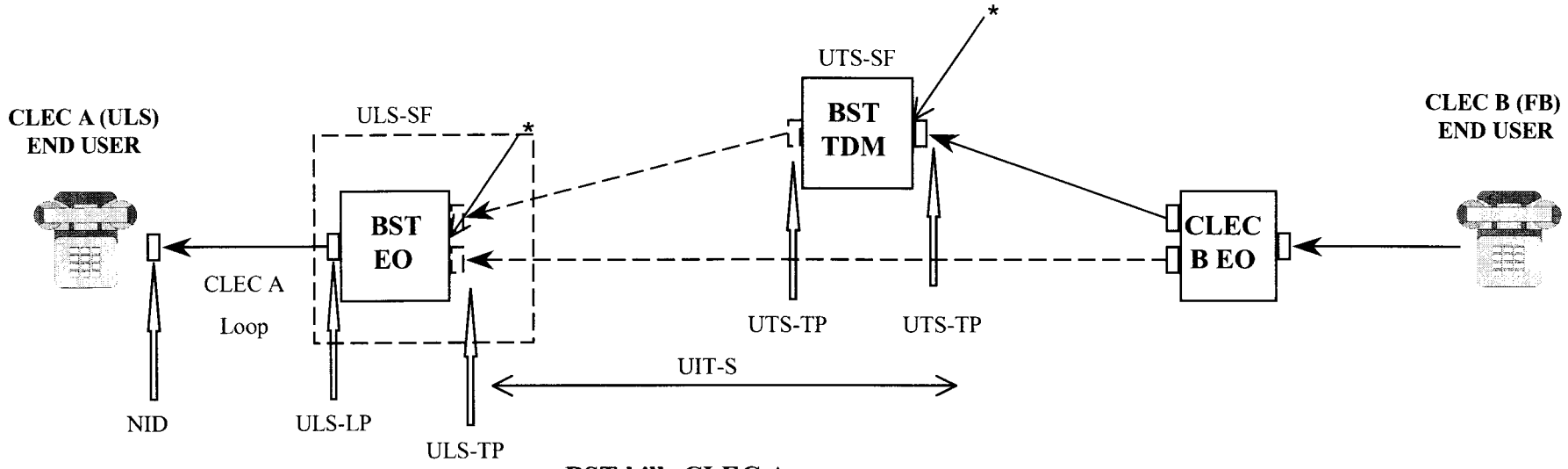
Slide #24 Left Blank Intentionally

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

Slide #25 Left Blank Intentionally

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

26. Multi-Network – Local Calling - Interoffice



Billing Concept
-- Local Interconnection

Usage Recordings
-- Call Code 119, 066, or 720

BST bills CLEC A

-- If CLEC B is interconnected at a BST EO
- •ULS-LP (loop and port monthly)
- •ULS-SF (unbundled local switching - terminating)

-- If CLEC B is interconnected at a BST TDM
- •ULS-LP (loop and port monthly)
- •ULS-SF (unbundled local switching - terminating)
- •ULS-TP (unbundled end office trunk ports)
- •UIT-S (unbundled transport - shared between BST EO and BST AT or local tandem, fixed and per mile,mileage from BST AT associated with CLEC B EO to BST EO)
- •UTS-TP (unbundled full rate tandem trunk port)
- •UTS-SF (unbundled full rate tandem switching)

CLEC A bills CLEC B
-- Local Interconnection / charges per agreement

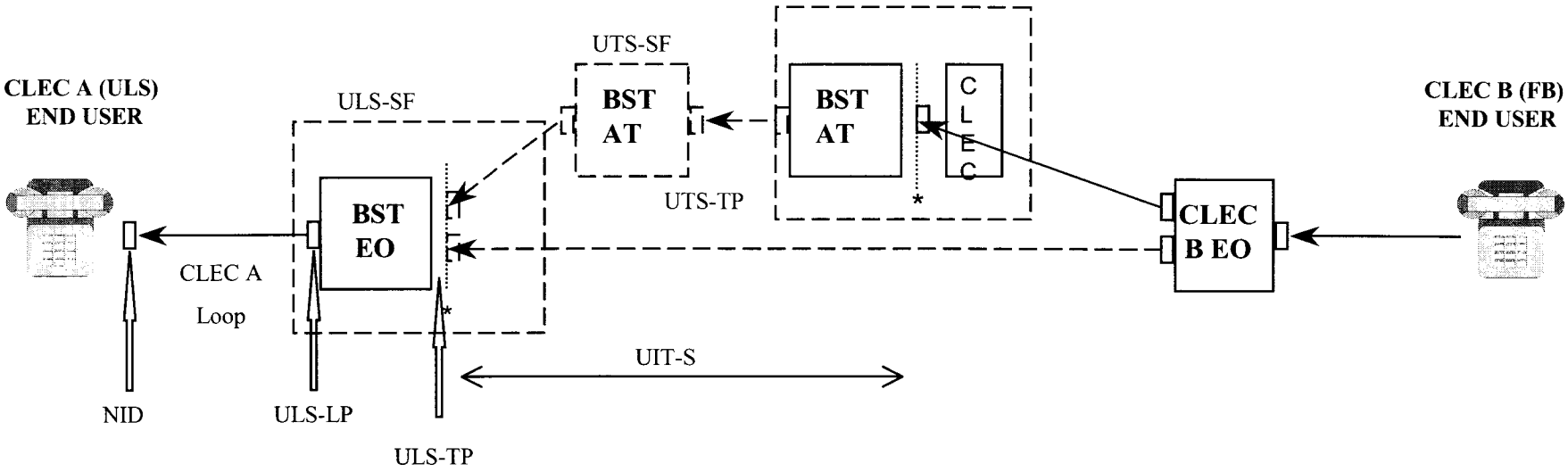
Billing Factors
-- CLEC B provides CLEC A a PIU & PLU

Record Exchange
BellSouth sends CLEC A
ADUF Terminating 11-01-01

* indicates demarcation between UNE Network and other Networks

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

27. Multi-Network - Intralata Toll Calling - Interoffice



Billing Concept
-- Local Interconnection

Usage Recordings
-- Call Code 119, 066, or 720

* indicates demarcation between UNE Network and other Networks

BST bills CLEC A

-- If CLEC B is interconnected at a BST EO:
- •ULS-LP (loop and port monthly)
- •ULS-SF (unbundled local switching - terminating)

-- If CLEC B is interconnected at a BST Access TDM:
- •ULS-LP (loop and port monthly)
- •ULS-SF (unbundled local switching - terminating)
- •ULS-TP (unbundled end office trunk ports)
- •UIT-S (unbundled transport - shared between BST EO and BST AT, fixed and per mile,mileage from BST AT associated with CLEC B EO to BST EO)
- •UTS-TP (unbundled full rate tandem trunk port)
- •UTS-SF (unbundled full rate tandem switching)

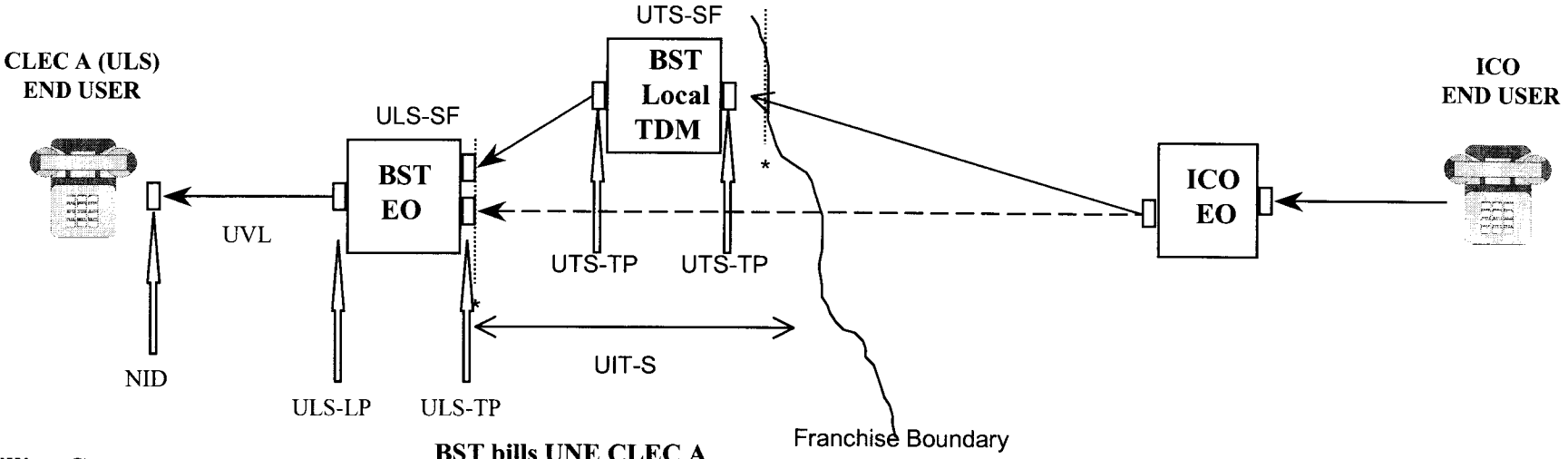
CLEC A bills CLEC B
-- Access as agreed upon between CLEC A and CLEC B

Billing Factors
-- FB CLEC B provides PIU and PLU to CLEC A

Record Exchange
BellSouth sends CLEC A ADUF Terminating 11-01-01

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

28. Multi-Network – Local Calling - Interoffice



Billing Concept
-- Unbundled Network Elements
-- Interconnection

Usage Recordings
-- Call Code 720
(from BST Local Tandem) or NA*
CC720 has tandem indicator
(drop any interlata calls since there is also a CC119 which is used to bill)

BST bills UNE CLEC A
-- If the ICO is interconnected at a BST EO:
- •ULS-LP (loop and port monthly)
- •ULS-SF (unbundled local switching - terminating)

-- If the ICO is interconnected at a BST TDM (local or access):
- •ULS-LP (loop and port monthly)
- •ULS-SF (unbundled local switching - terminating)
- •ULS-TP (unbundled end office trunk ports)
- •UIT-S (unbundled transport - shared between BST EO and BST Tandem, fixed and per mile, mileage from BST Tandem to BST EO)
- •2 UTS-TP (unbundled full rate tandem trunk port)
- •UTS-SF (unbundled full rate tandem switching)

Billing Factors
-- N/A

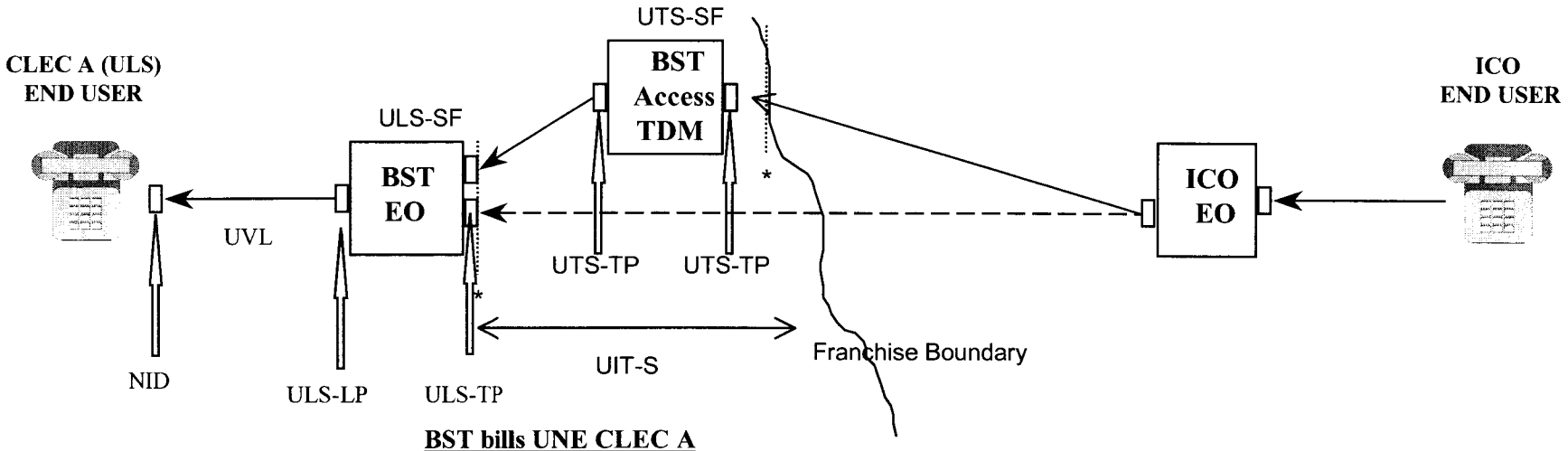
Record Exchange
BellSouth sends CLEC A ADUF Terminating 11-01-01 (CIC of 000 should be in this record)

* indicates demarcation between UNE Network and other Networks

CLEC A may bill ICO
-- Local Interconnection charges per agreement.

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

29. Multi-Network IntraLATA Toll CALLING Interoffice



Billing Concept
-- Unbundled Network Elements
-- Interconnection

Usage Recordings
-- Call Code 720 (from BST Access Tandem) or NA*
(CC720 made even if pre-subscribed LPIC - any interlata CC720 is dropped since assume CC119 used to bill)

BST bills UNE CLEC A
-- If the ICO is interconnected at a BST EO:
- •ULS-LP (loop and port monthly)
- •ULS-SF (unbundled local switching - terminating)

-- If the ICO is interconnected at a BST Access TDM:
- •ULS-LP (loop and port monthly)
- •ULS-SF (unbundled local switching - terminating)
- •ULS-TP (unbundled end office trunk ports)
- •UIT-S (unbundled transport - shared between BST EO and BST Access Tandem, fixed and per mile, mileage from BST Access Tandem to BST EO)
- •2 UTS-TP (unbundled full rate tandem trunk port)
- •UTS-SF (unbundled full rate tandem switching)

BST/ICO Settlements apply
ICO puts call into settlements process - can be PCP/ORP Plans

CLEC A may bill ICO
-- Local Interconnection charges per agreement.

Billing Factors
-- N/A

Record Exchange
BellSouth sends CLEC A ADUF Terminating 11-01-01 (CIC of 0000 should be in this record)

* indicates demarcation between UNE Network and other Networks

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

Slide #30 Left Blank Intentionally

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

Slide #31. Left Blank Intentionally

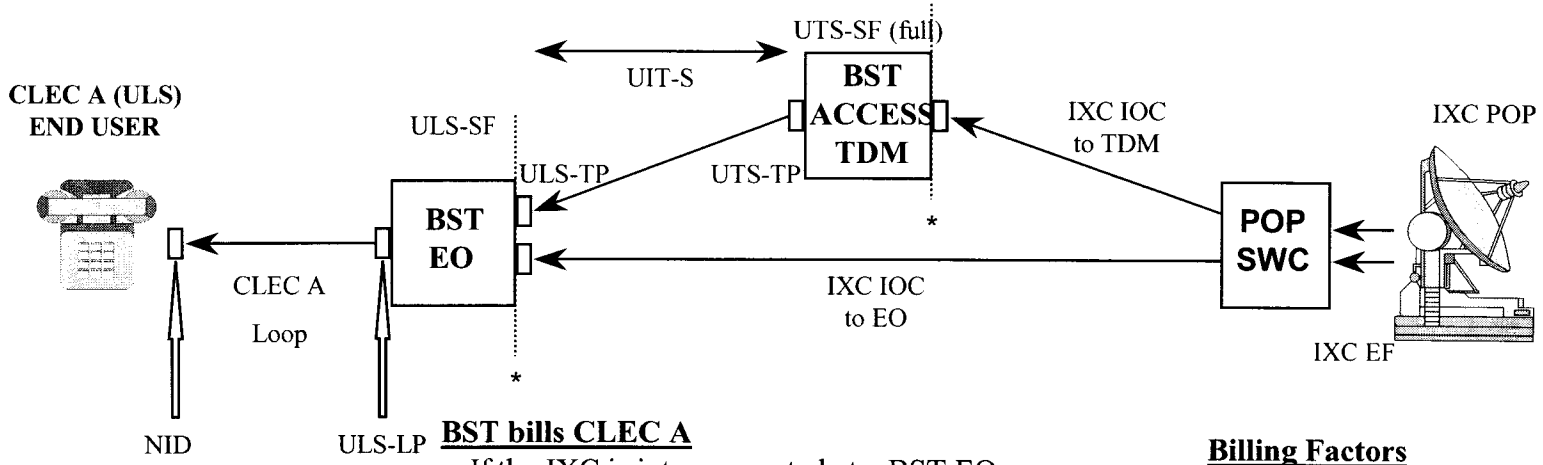
Slide #32. Left Blank Intentionally

Slide #32a. Left Blank Intentionally

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

33. INTERSTATE / INTRASTATE ACCESS CALLING

(Access Reform) Multi-Network Interoffice



Billing Concept
-- Unbundled Network Elements
-- Access Reform

Usage Recordings
-- Call Code 119 on FG D
-- Call Code 135 on FG B

BST bills CLEC A
-- If the IXC is interconnected at a BST EO:
- •ULS-LP (loop and port monthly)
- •ULS-SF (unbundled switching - terminating EO)

-- If the IXC is interconnected at a BST Access TDM:
- •ULS-LP (loop and port monthly)
- •ULS-SF (unbundled switching - terminating EO)
- •ULS-TP (end office trunk port)
- •UIT-S (unbundled transport - shared, mileage from BST EO and BST AT)
- •UTS-TP (Full Tandem trunk Port)
- •UTS-SF (unbundled full tandem switching)

CLEC A may bill IXC
-- Terminating Access as agreed upon between CLEC A & IXC

BST bills IXC
-- BST portion of dedicated switched transport from IXC POP to BST AT if tandem-routed or BST portion of dedicated transport from IXC POP to CLEC EO if direct

Billing Factors
-- IXC must provide terminating PIUs and possibly PLU to BST and CLEC A

Record Exchange
BellSouth sends CLEC A ADUF Terminating 11-01-01

* indicates demarcation between UNE Network and other Networks

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

Slide #34 Left Blank Intentionally

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

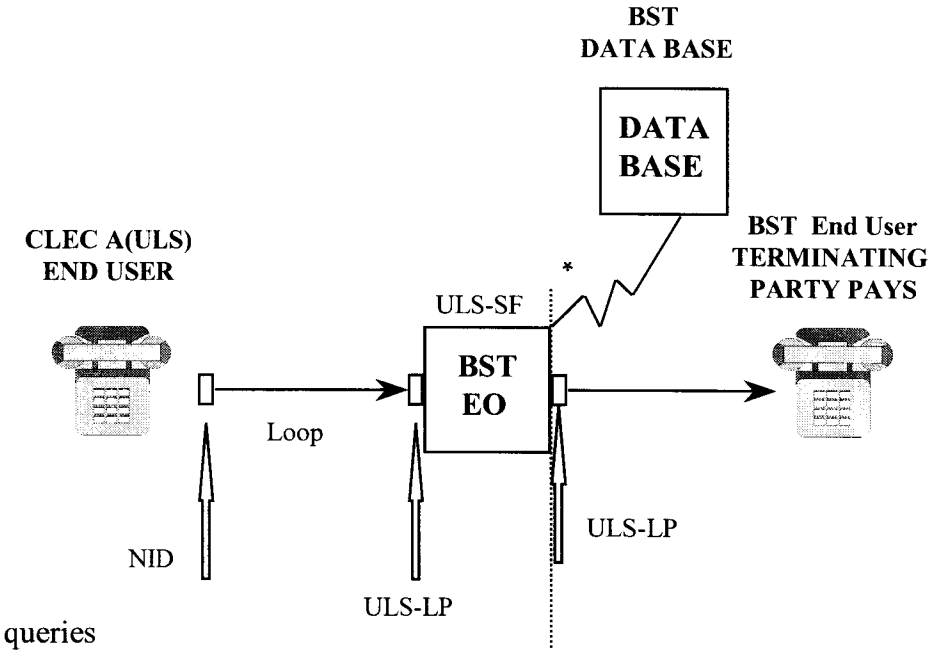
Slide #35 Left Blank Intentionally

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

Slide #36 Left Blank Intentionally

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

37. BST Network Intralata 800 - Intraoffice/Intraswitch



Billing Concept
-- End office capable of data base queries
-- Unbundled Network Elements
-- Terminating Party Pays Services
(Includes 800 Services)

Usage Recordings
-- Call Code 142 for 800 is made at the
End Office (no tandem indicator)

BST bills CLEC A
-- ULS-LP (Loop and port monthly)
-- ULS-SF (unbundled local switching - originating)
-- 800 Data Base Dip

BST bills BST 800 Number
-- CRIS bills Terminating Party Pays

CLEC A may bill BST
-- Originating Access (LT, EO, CCL)
-- 800 Data Base Dip

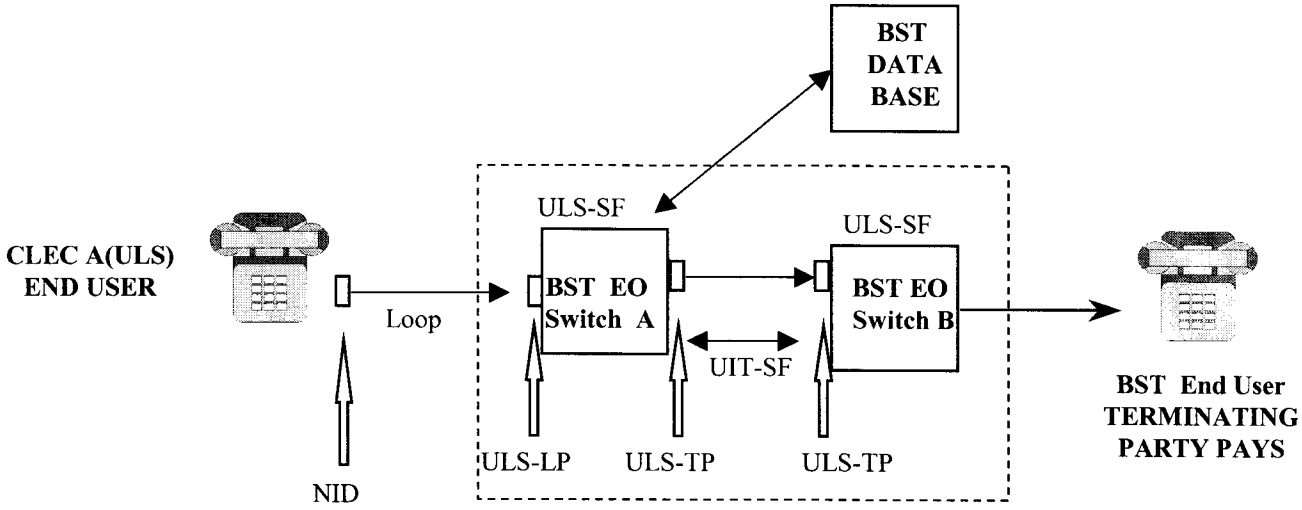
Billing Factors
-- N/A

Record Exchange
BellSouth sends CLEC A
ADUF 11-01-25
(CIC of 5124)

* indicates demarcation between UNE Network and other Networks

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

37a. BST Network Intralata 800 - Intraoffice/Interswitch



Billing Concept
-- End office capable of data base queries
-- Unbundled Network Elements
-- Terminating Party Pays Services (Includes 800 Services)

Usage Recordings
-- Call Code 142 for 800 is made at the End Office (no tandem indicator)

BST bills CLEC A
-- ULS-LP (Loop and port monthly)
-- 1 ULS-SF (unbundled local switching - originating)
-- 1 ULS-TPs (end office trunk ports)
-- UIT-S (unbundled transport - shared, fixed and per mile , mileage from Switch A to Switch B - zero transport miles)
-- 800 Data Base Dip

BST bills BST 800 Number
-- CRIS bills Terminating Party Pays

CLEC A may bill BST
-- Originating Access (LT, EO, CCL)
-- 800 Data Base Dip

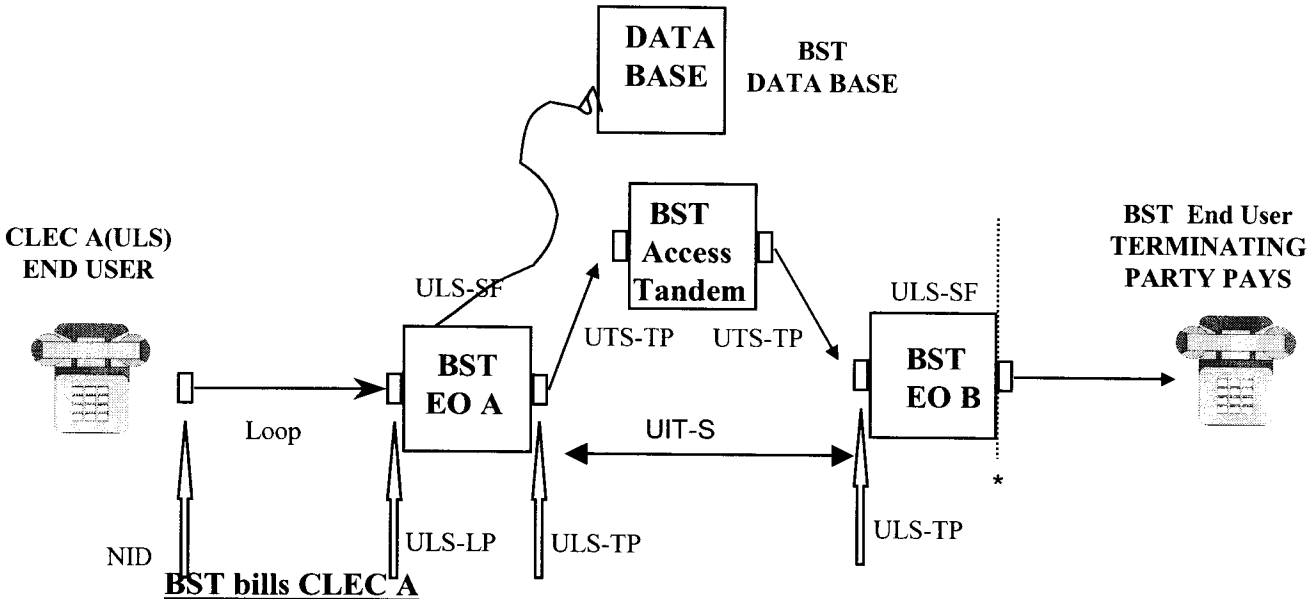
Billing Factors
-- N/A

Record Exchange
BellSouth sends CLEC A ADUF 11-01-25 (CIC of 5124)

* indicates demarcation between UNE Network and other Networks

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

38. BST Network Intralata 800 - Interoffice



Billing Concept
-- capable of data base queries
-- Unbundled Network Elements
-- Terminating Party Pays Services (Includes 800 Services)

Usage Recordings
-- Call Code 142 for 800 is made at the End Office (no tandem indicator)

BST bills CLEC A
-- ULS-LP (Loop and port monthly)
-- 1 ULS-SF (unbundled local switching originating summarized at originating EO A)
-- UIT-S (unbundled shared transport, fixed & per mile, mileage from BST EO A to BST EO B)
-- 1 ULS-TP (end office trunk port)
--UTS-SF (melded tandem switching)
-- 2 UTS-TP (melded tandem trunk ports)
-- 800 Data Base Dip

BST bills BST 800 Number
-- CRIS bills Terminating Party Pays

CLEC A may bill BST
-- Originating Access (LT, EO, CCL)
-- 800 Data Base Dip

Billing Factors
-- N/A

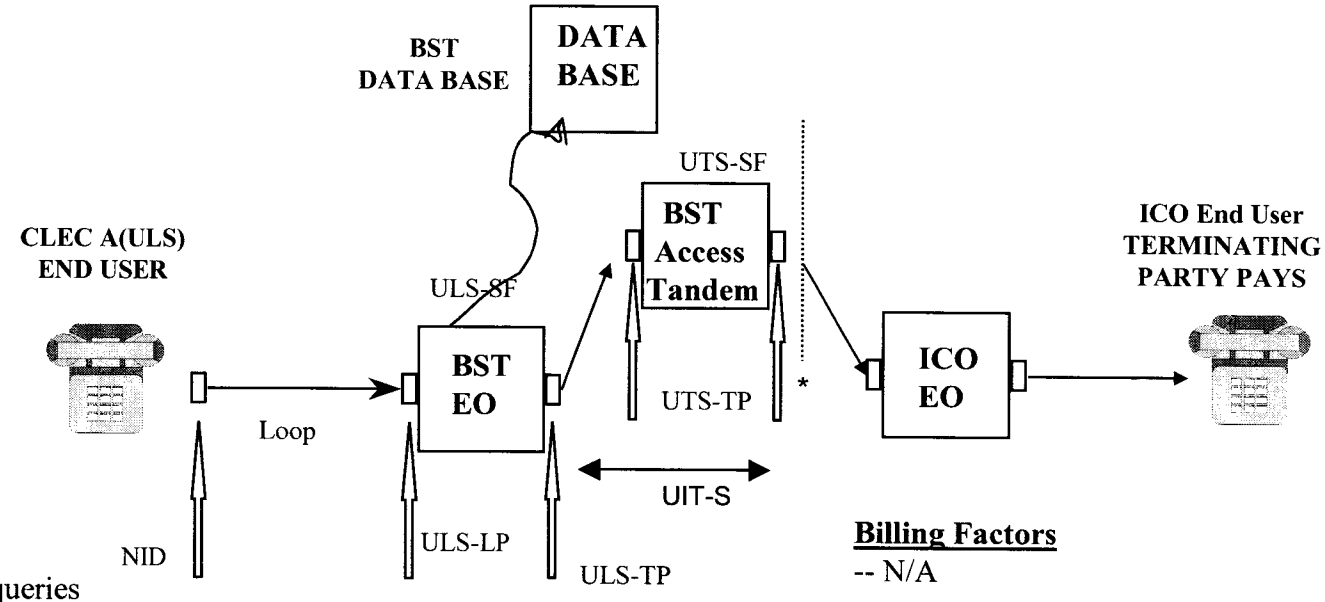
Record Exchange
BellSouth sends CLEC A ADUF 11-01-25 (CIC of 5124)

* indicates demarcation between UNE Network and other Networks

11/13/01

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

38A. Multi-Network Intralata 800 - Interoffice



Billing Concept
-- Meet point billing
-- BST EO capable of data base queries
-- Unbundled Network Elements
-- Terminating Party Pays Services
(Includes 800 Services)
Note: UNE cannot be used for intralata 800

Usage Recordings
-- Call Code 142 for 800 is made at the End Office (no tandem indicator)

* indicates demarcation between UNE Network and other Networks

BST bills CLEC A
-- ULS-LP (Loop and port monthly)
-- ULS-SF (unbundled local switching - originating)
-- UIT-S (unbundled shared transport, mileage from BST EO and BST tandem, default to zero miles, see note on right)
-- ULS-TP (end office trunk port)
-- 2 UTS-TP (melded tandem trunk ports)
-- UTS-SF (melded tandem switching)
-- 800 Data Base Dip

ICO bills ICO EU
-- Terminating Party Pays

CLEC A may bill ICO
-- Originating Access (LT, EO, CCL)
-- 800 Data Base Dip

Billing Factors
-- N/A

Record Exchange
BellSouth sends CLEC A
ADUF 11-01-25
(CIC of 0000)

BellSouth sends 010125 record to ICO

CLEC A may send EMR 1150XX to BST in error

Note: default UIT-S to zero miles since do not know: if call was tandem routed, meet point with ICO, and that EO and tandem could possibly be co-located

11/13/01

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

Slide #39 Left Blank Intentionally

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

Slide #40 Left Blank Intentionally

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

Slide #41 Left Blank Intentionally

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

Slide #42 Left Blank Intentionally

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

Slide #43 Left Blank Intentionally

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

Slide #44 Left Blank Intentionally

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

Slide #45 Left Blank Intentionally

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

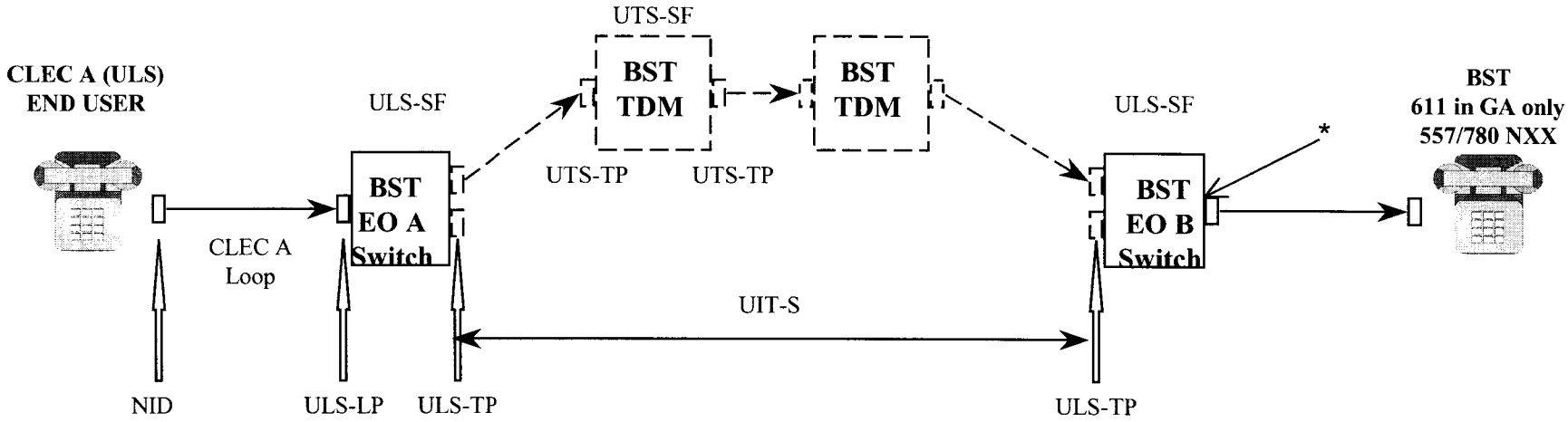
Slide #46 Left Blank Intentionally

Slide #47. Left Blank Intentionally

Slide #48. Left Blank Intentionally

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

49. BST Network - Interoffice Terminating to BST Official Telephone Numbers (including 611 in GA)



Billing Concept
-- Unbundled Network Elements

Usage Recordings
-- Call Code 001, 006, 072 (005 in 1AESS) is made at the End Office.
No tandem indicator, no access time, no attempts. It does not matter whether the call is local or intralata toll.

BST bills CLEC A
-- ULS-LP (loop and port monthly)
-- 2 ULS-SF (unbundled local switching, originating and terminating, summarized at originating EO A)
-- 2 ULS-TP (end office ports)
-- UIT-S unbundled transport - shared, fixed and per mile)
-- UTS-SF (unbundled full tandem switching)
-- 2 UTS-TP (full tandem trunk ports)

Billing Factors
-- NA

Record Exchange
BellSouth sends CLEC A ODUF 10-01-31 or 10-01-01 (see Local Toll Exceptions)

Note 1: For 611 calls originating from a Siemen's EWSD switch and if CLEC A has not subscribed to Selective Call Routing via the AIN Platform, BellSouth currently does not have the capability to bill UNE usage elements nor provide DUF records.

Note 2: use end office and tandem V&H coordinates for mileage since these calls may be routed interstate over corporate Network.

* indicates demarcation between UNE Network and other Networks

11/13/01

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

Slide #50 Left Blank Intentionally

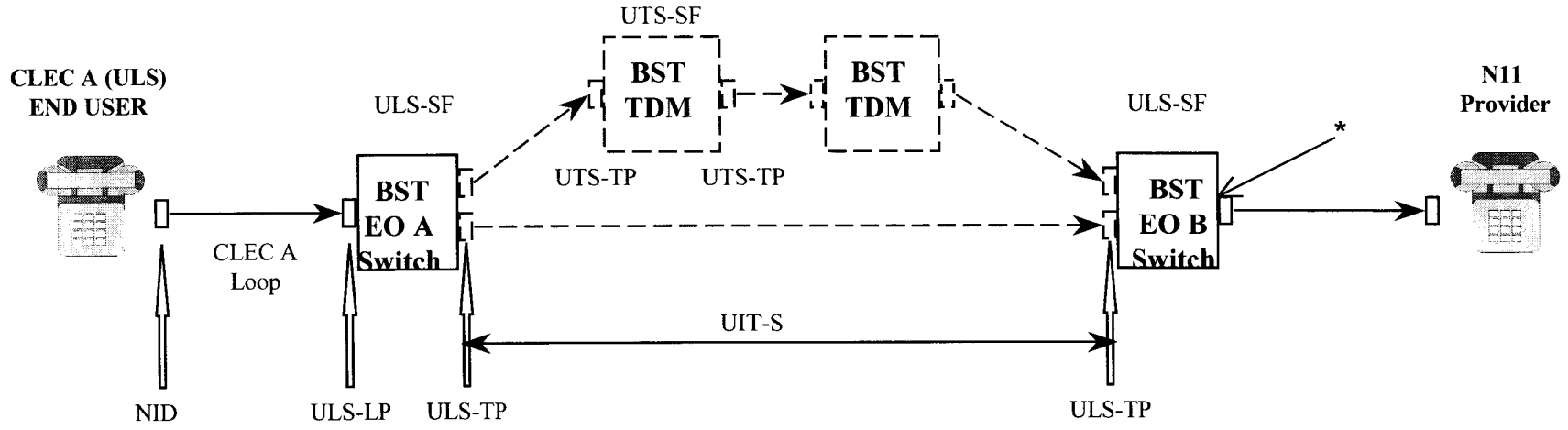
UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

Slide #51 Left Blank Intentionally

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

52. BST Network - N11 Calling – Interoffice

(including 611 in FL, NC and SC)



Billing Concept
-- Unbundled Network Elements

Usage Recordings
-- Call Code 001 (NOT MBI13) or
Call Code 006/072 is made at the End Office. No tandem indicator, no access time, no attempts. No terminating recording.
-- Normal EO recordings appropriate to the type of service will be made.
NOTE: Call code 006 records are related to ELCA plans.

BST bills CLEC A
-- ULS-LP (loop and port monthly)
-- 1 ULS-SFs (unbundled switching - originating summarized at originating EO A)

Note 1: For 611 calls originating from a Siemen's EWSD switch and if CLEC A has not subscribed to Selective Call Routing via the AIN Platform, BellSouth currently does not have the capability to bill UNE usage elements nor provide DUF records.

Billing Factors
-- NA

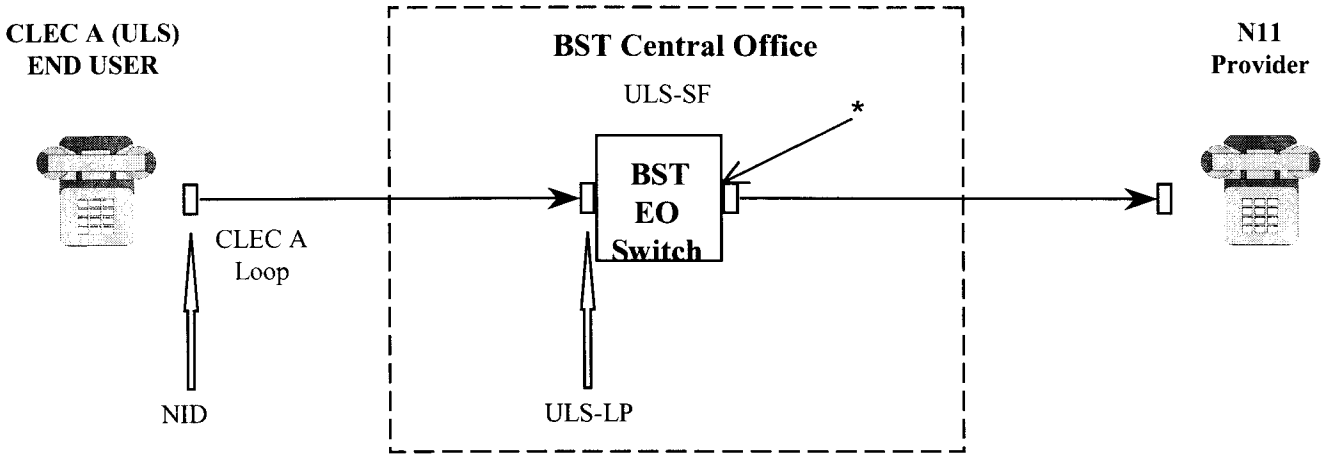
Record Exchange
* BellSouth sends CLEC A ODUF 10-01-18
• For 611 Calls in FL, NC and SC, BellSouth sends CLEC A ODUF 10-01-31 or 10-01-01 (see Local Toll Exceptions) (See exception in note 1)

* indicates demarcation between UNE Network and other Networks

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

52A. BST Network - N11 Calling - Intraoffice/Intraswitch

(including 611 in FL, NC and SC)



Billing Concept
-- Unbundled Network Elements

Usage Recordings
-- Call Code 001/072 (NOT MBI13) is made at the End Office. No tandem indicator, no access time, no attempts. No term recording.
-- Normal EO recordings appropriate to the type of service will be made.

BST bills CLEC A
-- ULS-LP (loop and port monthly)
-- ULS-SF (unbundled switching)

Billing Factors
-- NA

Record Exchange
* BellSouth sends CLEC A ODUF 10-01-18
• For 611 Calls in FL, NC and SC, BellSouth sends CLEC A ODUF 10-01-31 or 10-01-01 (see Local Toll Exceptions) (See exception in note 1)

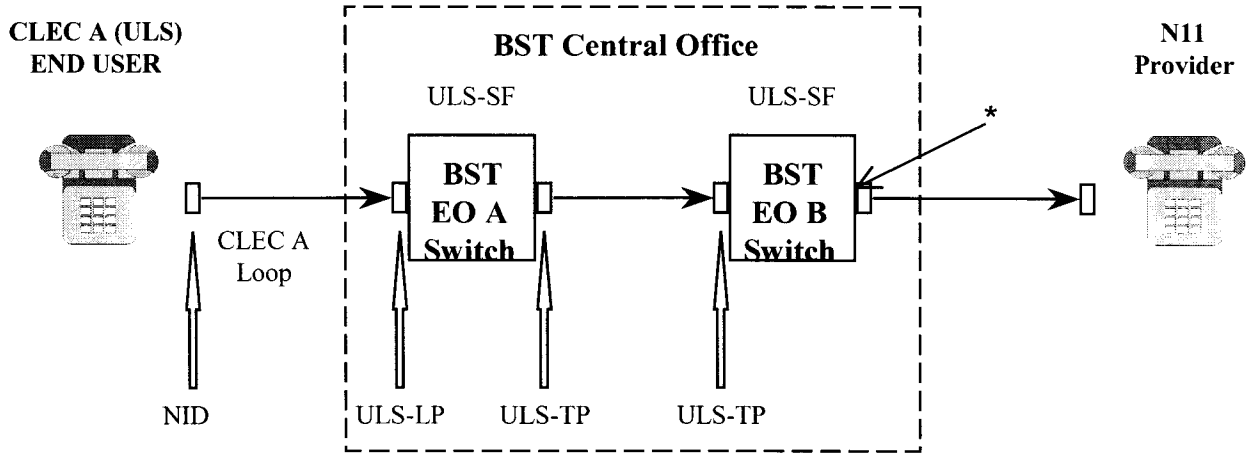
* indicates demarcation between UNE Network and other Networks

Note 1: For 611 calls originating from a Siemen's EWSD switch and if CLEC A has not subscribed to Selective Call Routing via the AIN Platform, BellSouth currently does not have the capability to bill UNE usage elements nor provide DUF records.

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

52B. BST Network - N11 - Intraoffice/Interswitch

(including 611 in FL, NC and SC)



Billing Concept
-- Unbundled Network Elements

Usage Recordings
-- Call Code 001/072 (NOT MBI13) is made at the End Office. No tandem indicator, no access time, no attempts. No term recording.
-- Normal EO recordings appropriate to the type of service will be made.

BST bills CLEC A
-- ULS-LP (loop and port monthly)
-- 1 ULS-SFs (unbundled switching - originating, summarized at originating EO A)

Billing Factors
-- NA

Record Exchange
* BellSouth sends CLEC A ODUF 10-01-18
• For 611 Calls in FL, NC and SC, BellSouth sends CLEC A ODUF 10-01-31 or 10-01-01 (see Local Toll Exceptions) (See exception in note 1)

Note 1: For 611 calls originating from a Siemen's EWSD switch and if CLEC A has not subscribed to Selective Call Routing via the AIN Platform, BellSouth currently does not have the capability to bill UNE usage elements nor provide DUF records.

* indicates demarcation between UNE Network and other Networks

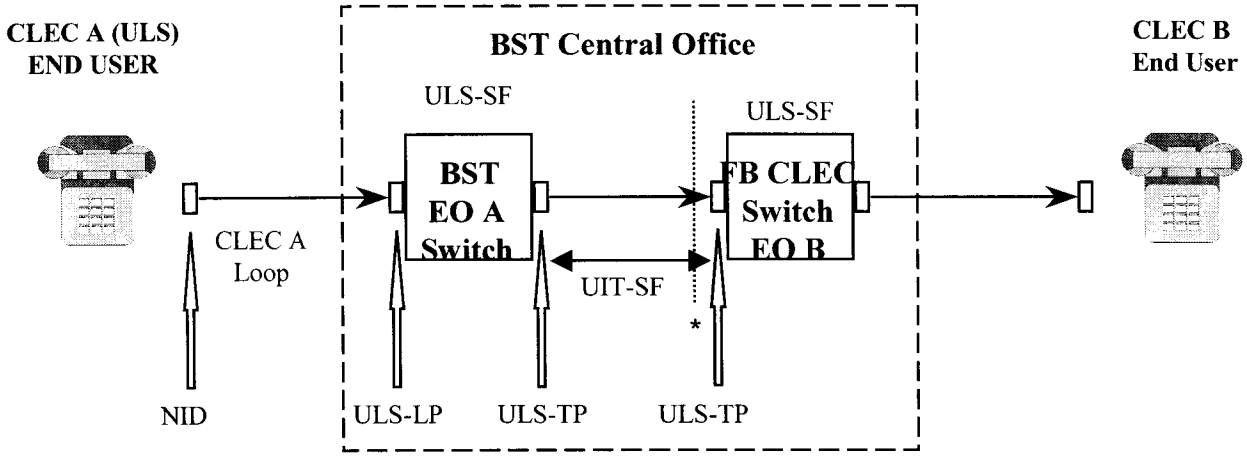
UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

Slide #53 Left Blank Intentionally

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

54. Multi-Network – Calling Within a 7 and 10 Digit Dialing Scope

Intraoffice/Interswitch FB CLEC Switch Co-located in BST CO



Billing Concept
-- Unbundled Network Elements
-- Assume 1st 8 characters of FB CLEC CLLI code are same as BST EO A

Usage Recordings
-- Call Code 001 (NOT MBI13)/CC006/CC072 is made at the End Office A. No tandem indicator, no access time, no attempts. No term recording.

* indicates demarcation between UNE Network and other Networks

BST bills CLEC A
-- ULS-LP (loop and port monthly)
-- 2 ULS-SFs (unbundled switching - originating, summarized at originating & terminating EO A)
-- 2 ULS-TPs (trunk ports)
-- UIT-S (unbundled transport, fixed, mileage calculated from EO A to EO B) (zero transport miles since V&H's for EO A and B are the same)

FB CLEC B Billing
---- The Industry has not established how CLEC B may Bill CLEC A for reciprocal compensation. In the interim, BST shall bill the terminating EO switching to CLEC A and pay Reciprocal compensation to CLEC B as such calls appear to be originated by BST end users.

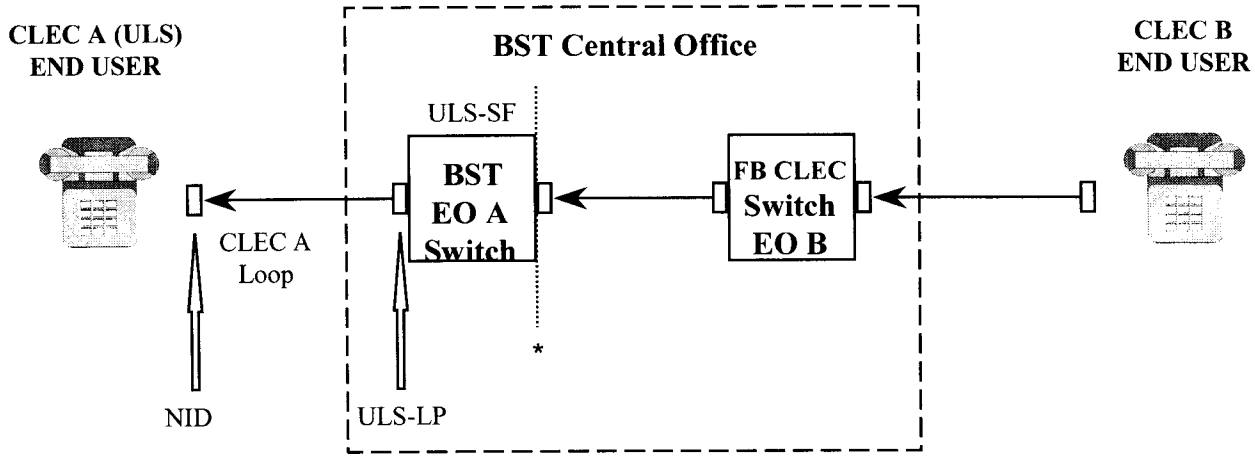
Billing Factors
-- NA

Record Exchange
BellSouth sends CLEC A ODUF 10-01-31
(See Local/Toll Exceptions)

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

55. Multi-Network LOCAL CALLING

Intraoffice/Interswitch FB CLEC Switch Co-located in BST CO



Billing Concept
-- Unbundled Network Elements

Usage Recordings
-- Call Code 119, 720 made at End Office A.

BST bills CLEC A
-- ULS-LP (loop and port monthly)
-- ULS-SF (unbundled local switching - terminating)

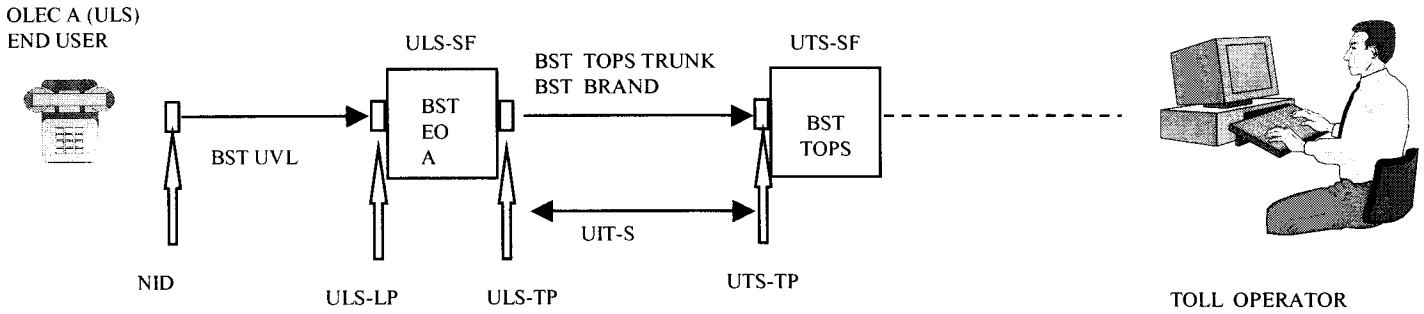
CLEC A bills CLEC B
-- Local Interconnection / charges per agreement (recovers cost for ULS-SF)

Billing Factors
-- NA

Record Exchange
BellSouth sends CLEC A ADUF Terminating 11-01-01

* indicates demarcation between UNE Network and other Networks

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS
O1. OPERATOR CALL PROCESSING - NO ATTEMPT - BST BRAND OR UNBRANDED ZERO MINUS



Billing Concept
-- Unbundled Network Elements

Usage Recordings
-- Call Code 196 made at the TOPS (no attempts) (use elapsed time)
-- Call Code 189(non-billable)
-- Call Code 192 (DA charges/credits)

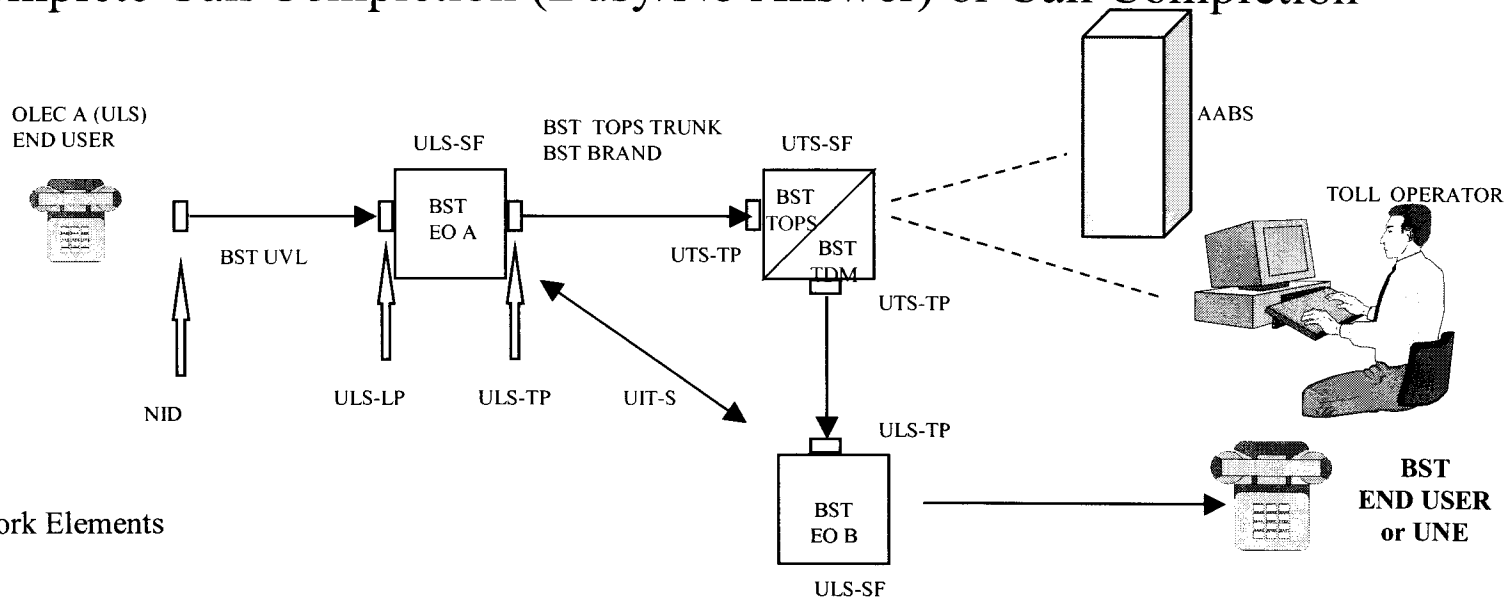
Query Operator only -
Call is NOT outpulsed
Operator Call Handling
NOT subsequent to DA

BST bills CLEC A
-- ULS-LP (loop and port monthly)
-- 1 ULS-SFs (unbundled switching - originating, summarized at originating EO A)
-- 1 ULS-TPs (end office trunk port)
-- UIT-S (unbundled transport-shared, fixed and per mile, mileage calculated from BST EO to TOPS)
-- 1 UTS-TP (tandem trunk port - full)
-- 1 UTS-SF (unbundled tandem switching - full)
-- Per call/minute operator charges per CLEC contract
-- DA charges/credits (CC 192)

Billing Factors
-- NA

Record Exchange
BellSouth sends CLEC A ODUF 10-01-01

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS
O2. OPERATOR CALL PROCESSING - BST BRAND OR UNBRANDED
ZERO MINUS or ZERO PLUS
Incomplete Call Completion (Busy/No Answer) or Call Completion



Billing Concept
-- Unbundled Network Elements

Usage Recordings
-- Call Code 192 made at the TOPS
TOPS functions like tandem, but no tandem indicator in call detail (use elapsed time)
-- Call Code 189 (non-billable)
-- Call Code 192 (DA charges/credits)

CLEC end user dials 0 - BST Operator dials terminating number and handles billing or
CLEC end user dials 0+ terminating number
Operator Call Handling NOT subsequent to DA
Operator Call Handling - Incomplete Call Completion or call completed

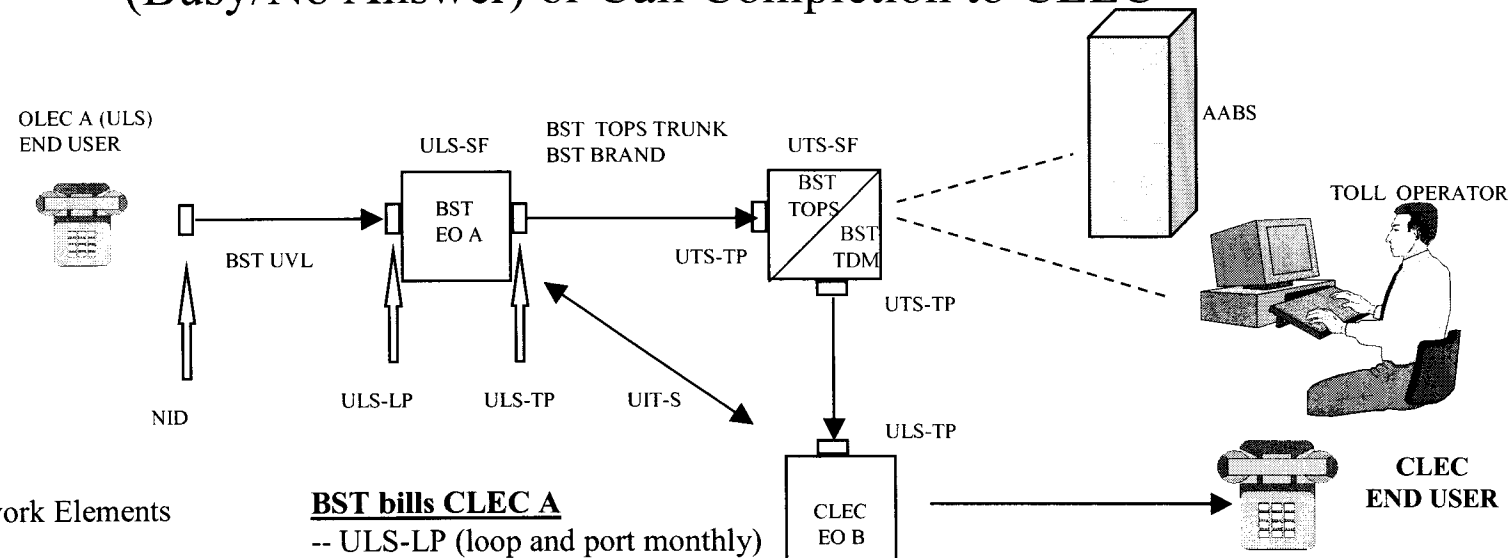
BST bills CLEC A
-- ULS-LP (loop and port monthly)
-- 2 ULS-SFs (unbundled switching - originating and terminating, summarized at originating EO A)
-- 2 ULS-TPs (end office trunk ports)
-- UIT-S (unbundled transport-shared, fixed and per mile, mileage calculated from BST EO A to BST EO B)
-- 2 UTS-TP (unbundled full tandem trunk ports)
-- UTS-SF (unbundled full tandem switching)
-- Per call/minute operator charges per CLEC contract
-- DA charges/credits (CC 192)

Billing Factors
-- NA

Record Exchange
BellSouth sends CLEC A ODUF 10-01-31 or 10-01-01 (indicator 18 set to 2)

11/13/01

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS
02A. OPERATOR CALL PROCESSING - BST BRAND or UNBRANDED ZERO MINUS or ZERO PLUS LOCAL , Incomplete Call Completion (Busy/No Answer) or Call Completion to CLEC



Billing Concept
-- Unbundled Network Elements

Usage Recordings
-- Call Code 192 made at the TOPS
TOPS functions like tandem, but no tandem indicator in call detail (use elapsed time)
-- Call Code 189 (non-billable)
-- Call Code 192 (DA charges/credits)

CLEC end user dials 0 - BST Operator dials terminating number and handles billing or
CLEC end user dials 0+ terminating number
Operator Call Handling NOT subsequent to DA
Operator Call Handling - Incomplete Call Completion or call completed

BST bills CLEC A
-- ULS-LP (loop and port monthly)
-- 2 ULS-SFs (unbundled switching - originating and terminating, summarized at originating EO A)
-- 2 ULS-TPs (end office trunk ports)
-- UIT-S (unbundled transport-shared, fixed and per mile, mileage calculated from BST EO A to CLEC EO B)
-- 2 UTS-TP (unbundled full tandem trunk ports)
-- UTS-SF (unbundled full tandem switching)
(Note: only bill 1 UTS-SF even though sometimes switching in TOPS and in TDM occur)
-- Per call/minute operator charges per CLEC contract
-- DA charges/credits (CC 192)

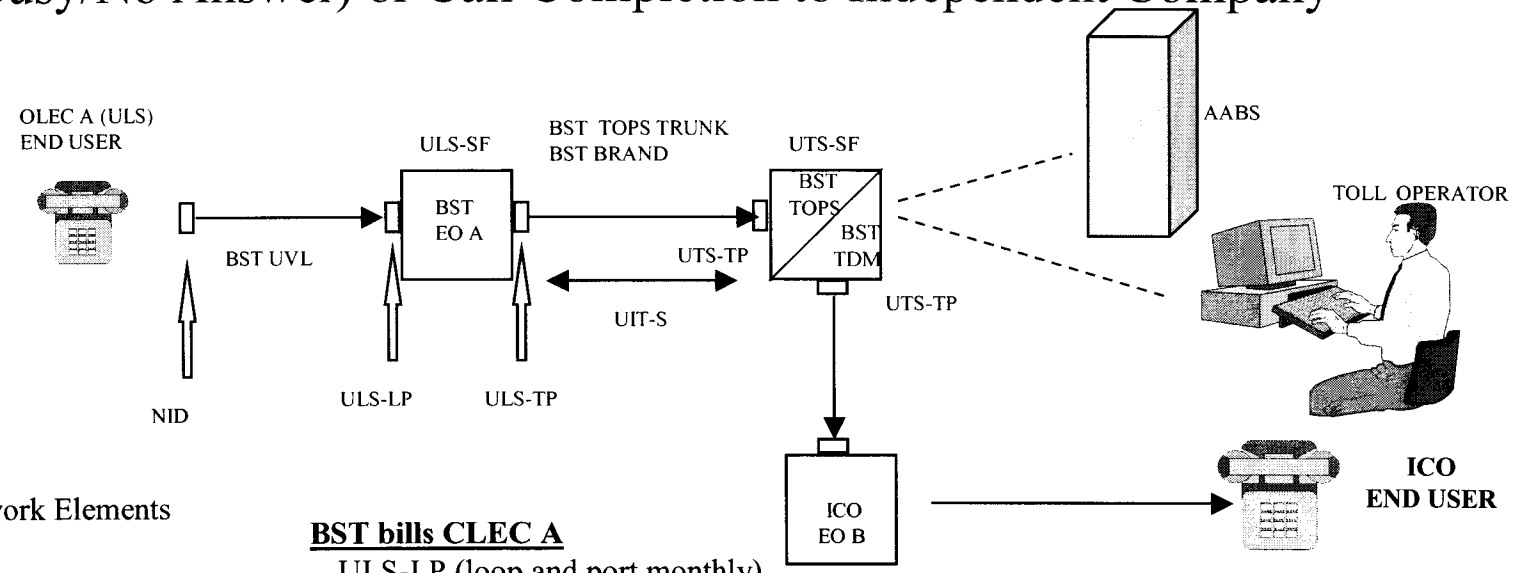
FB CLEC may bill BST
Reciprocal Compensation

Billing Factors
-- NA

Record Exchange
BellSouth sends CLEC A ODUF 10-01-31 or 10-01-01 (indicator 18 set to 2)

11/13/01

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS
O2B. OPERATOR CALL PROCESSING - BST BRAND or UNBRANDED ZERO MINUS or ZERO PLUS LOCAL, Incomplete Call Completion (Busy/No Answer) or Call Completion to Independent Company



Billing Concept
-- Unbundled Network Elements

Usage Recordings
-- Call Code 192 made at the TOPS TOPS functions like tandem, but no tandem indicator in call detail (use elapsed time)
-- Call Code 189 (non-billable)
-- Call Code 192 (DA charges/credits)

CLEC end user dials 0 - BST Operator dials terminating number and handles billing or
CLEC end user dials 0+ terminating number
Operator Call Handling NOT subsequent to DA
Operator Call Handling - Incomplete Call Completion or call completed

BST bills CLEC A
-- ULS-LP (loop and port monthly)
-- 1 ULS-SFs (unbundled switching - originating, summarized at originating EO A)
-- 1 ULS-TPs (end office trunk ports)
-- UIT-S (unbundled transport-shared, fixed and per mile, mileage calculated from BST EO A to TOPS)
-- 2 UTS-TP (unbundled full tandem trunk ports)
-- UTS-SF (unbundled full tandem switching)
-- Per call/minute operator charges per CLEC contract
-- DA charges/credits (CC 192)

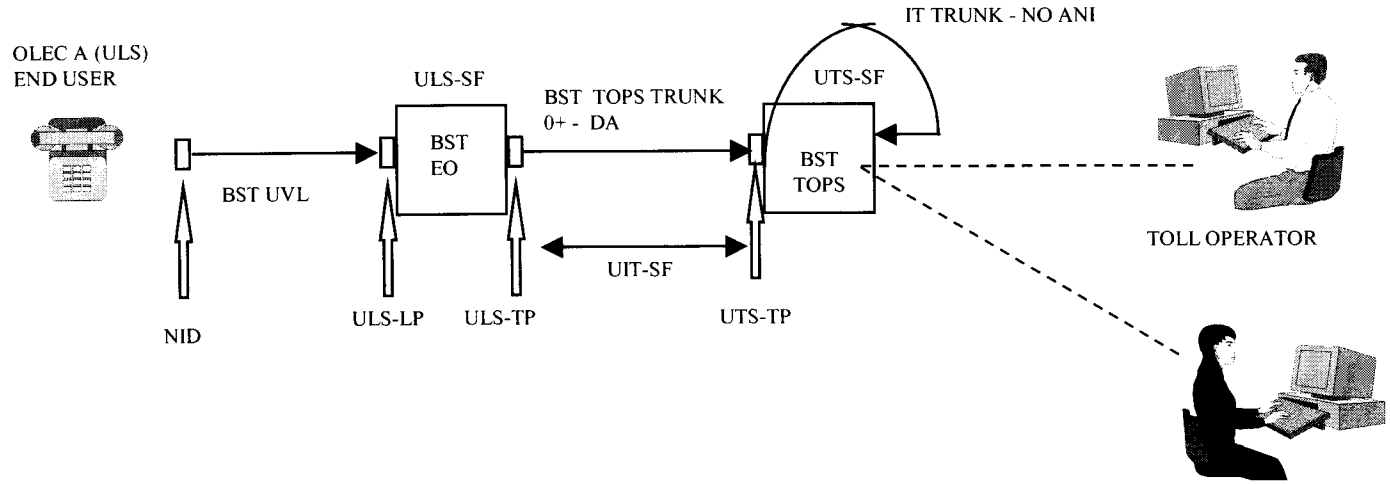
BST/ICO
Local is bill & keep (no settlement)

Billing Factors
-- NA

Record Exchange
BellSouth sends CLEC A ODUF 10-01-31 or 10-01-01 (indicator 18 set to 2)

11/13/01

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS
O3. ZERO PLUS - OPERATOR CALL PROCESSING-
BST BRAND OR UNBRANDED
0+ DIRECTORY ASSISTANCE



Billing Concept
-- Unbundled Network Elements

Usage Recordings
-- Call Code 192 made at the TOPS (module 052) (use elapsed time)
-- Call Code 195 made at TOPS is discarded
-- Call Code 189 (non-billable)
-- Call Code 192 (DA charges/credits)

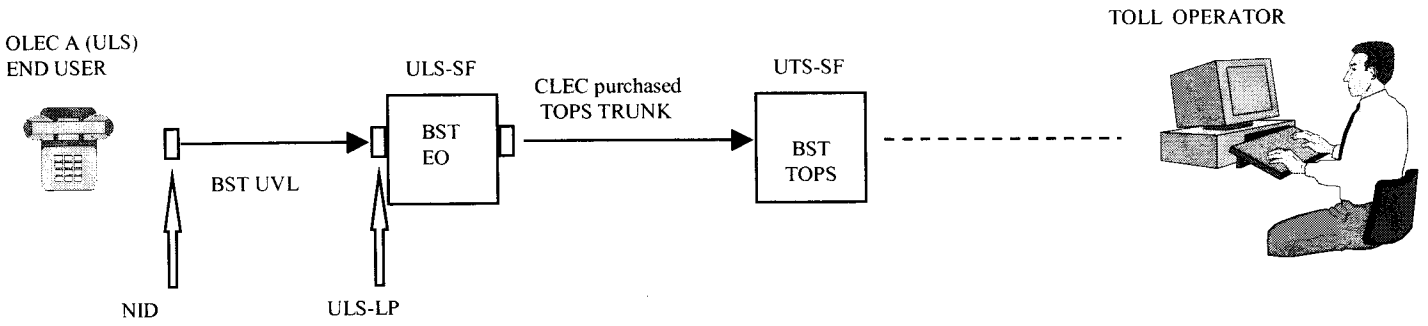
BST and OLECs on trunk group
End user dials: East: 0+411
West : 0+411
0+ Home NPA 555

BST bills CLEC A
-- ULS-LP (loop and port monthly)
-- 1 ULS-SFs (unbundled switching - originating, summarized at originating EO)
-- 1 ULS-TPs (end office trunk ports)
-- UIT-S (unbundled transport-shared, fixed and per mile, mileage calculated from BST EO to TOPS
-- 1 UTS-TP (unbundled full tandem trunk port)
-- 1 UTS-SF (unbundled tandem switching - full)
-- Per call/minute operator charges per CLEC contract
-- DA charges/credits (CC 192)

Billing Factors
-- NA

Record Exchange
BellSouth sends CLEC A ODUF 10-01-32

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS
O4. OPERATOR CALL PROCESSING -NO ATTEMPT
CLEC BRAND - LINE CLASS CODE METHOD



Billing Concept
-- Unbundled Network Elements

Usage Recordings
-- Call Code 196 made at the TOPS (use elapsed time)

BST bills CLEC A
-- ULS-LP (loop and port monthly)
-- 1 ULS-SFs (unbundled switching - originating, summarized at originating EO)
-- 1 UTS-SF (unbundled tandem switching - full)

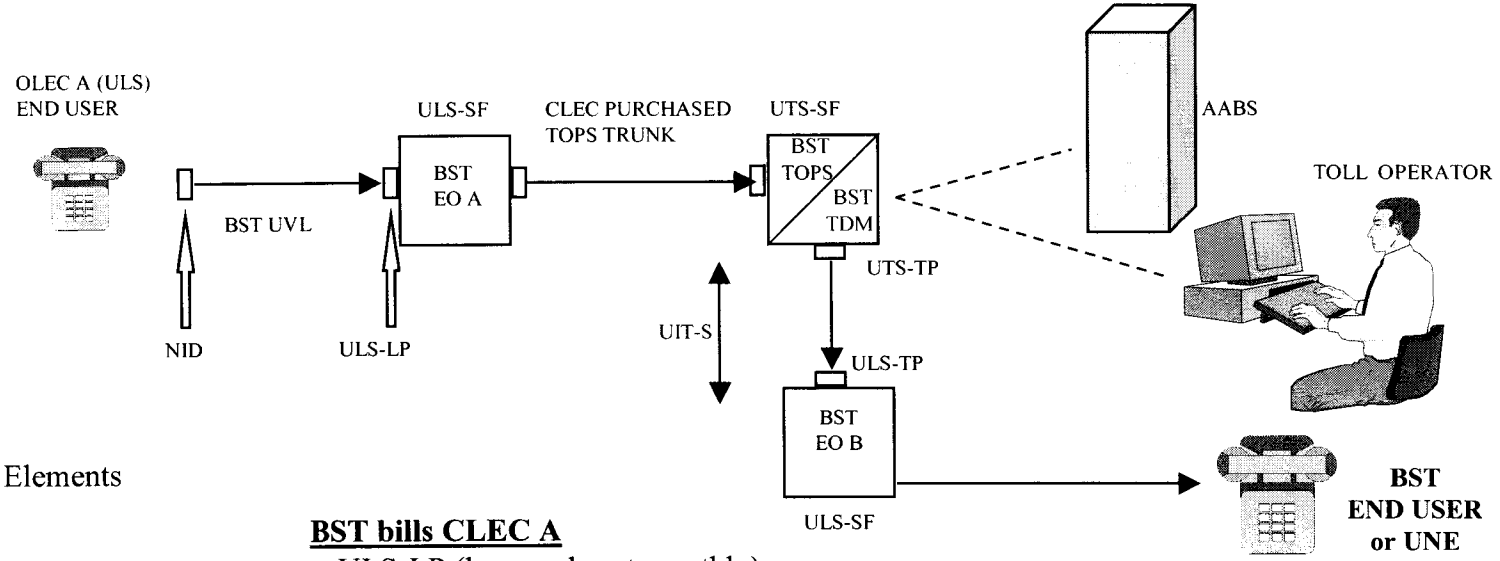
Billing Factors
-- NA

Record Exchange
BellSouth sends CLEC A ODUF 10-01-01

ZERO MINUS
NO ATTEMPT
ANI
Query Operator only
Operator Call Handling NOT subsequent to DA

CLEC orders Customized Routing /LCCs

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS
O6. OPERATOR CALL PROCESSING - CLEC BRAND
ZERO MINUS or ZERO PLUS - LINE CLASS CODE METHOD
Incomplete Call Completion (Busy/No Answer) or Call Completed



Billing Concept
-- Unbundled Network Elements

Usage Recordings
-- Call Code 192 made at TOPS
Assumes line class code method
TOPS functions like a tandem
-- Call Code 189 (non-billable)
-- Call Code 192 (DA charges/credits)

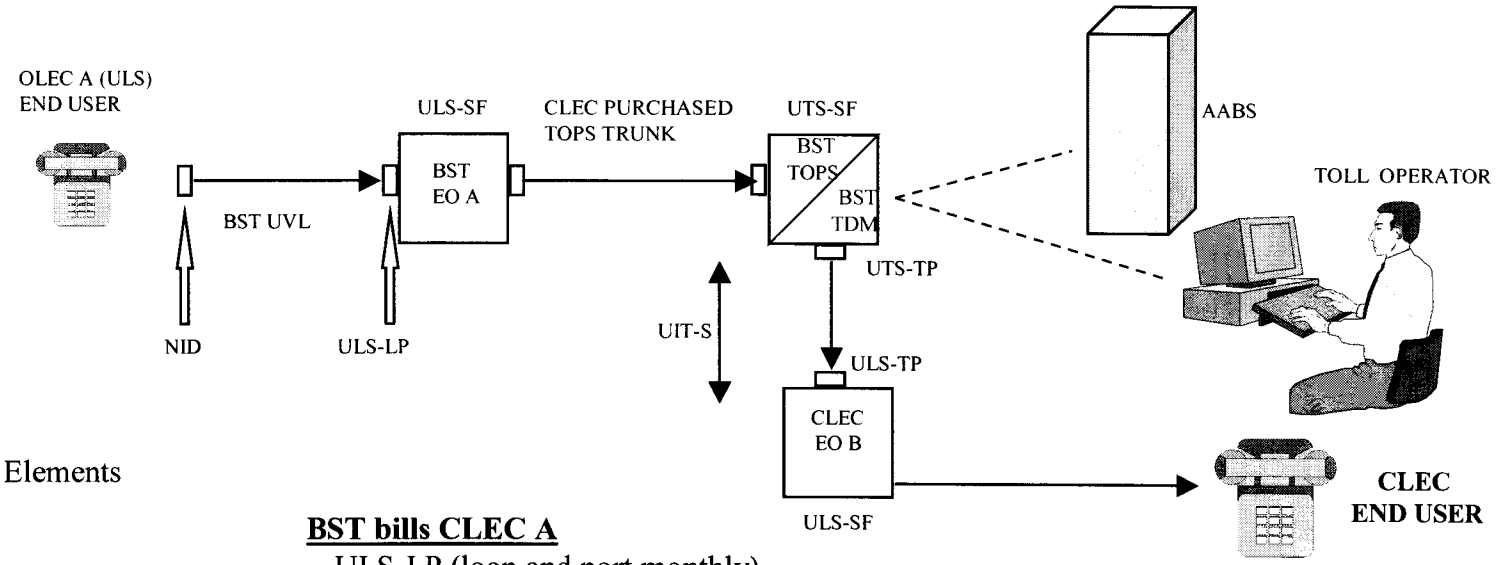
CLEC End User dials 0- BST Operator dials terminating number and handles billing or
CLEC End user dials 0+ terminating number
Operator Call Handling NOT subsequent to DA
Operator Call Handling - Incomplete Call Completion
Call is NOT answered or Call is answered.

BST bills CLEC A
-- ULS-LP (loop and port monthly)
-- 2 ULS-SFs (unbundled switching - originating and terminating, summarized at originating EO)
-- 1 ULS-TPs (end office trunk ports)
-- UIT-S (unbundled transport, fixed and per mile with mileage from TOPS to EO B)
-- 1 UTS-TP (full tandem trunk ports)
-- 1 UTS-SF (unbundled full tandem switching)
-- DA charges/credits (CC 192)

Billing Factors
-- NA

Record Exchange
BellSouth sends CLEC A
ODUF 10-01-31 or 10-01-01
(indicator 18 set to 2)

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS
O6A. OPERATOR CALL PROCESSING - CLEC BRAND
ZERO MINUS or ZERO PLUS LOCAL- LINE CLASS CODE METHOD
Incomplete Call Completion (Busy/No Answer) or Call Completed to CLEC



Billing Concept
-- Unbundled Network Elements

Usage Recordings
-- Call Code 192 made at TOPS
Assumes line class code method
TOPS functions like a tandem
-- Call Code 189 (non-billable)
-- Call Code 192 (DA charges/credits)

CLEC End User dials 0- BST Operator dials terminating number and handles billing or
CLEC End user dials 0+ terminating number
Operator Call Handling NOT subsequent to DA
Operator Call Handling - Incomplete Call Completion
Call is NOT answered or Call is answered.

BST bills CLEC A
-- ULS-LP (loop and port monthly)
-- 2 ULS-SFs (unbundled switching - originating and terminating, summarized at originating EO)
-- 1 ULS-TPs (end office trunk ports)
-- UIT-S (unbundled transport, fixed and per mile with mileage from TOPS to EO B)
-- 1 UTS-TP (full tandem trunk ports)
-- 1 UTS-SF (full tandem switching)
-- DA charges/credits (CC 192)

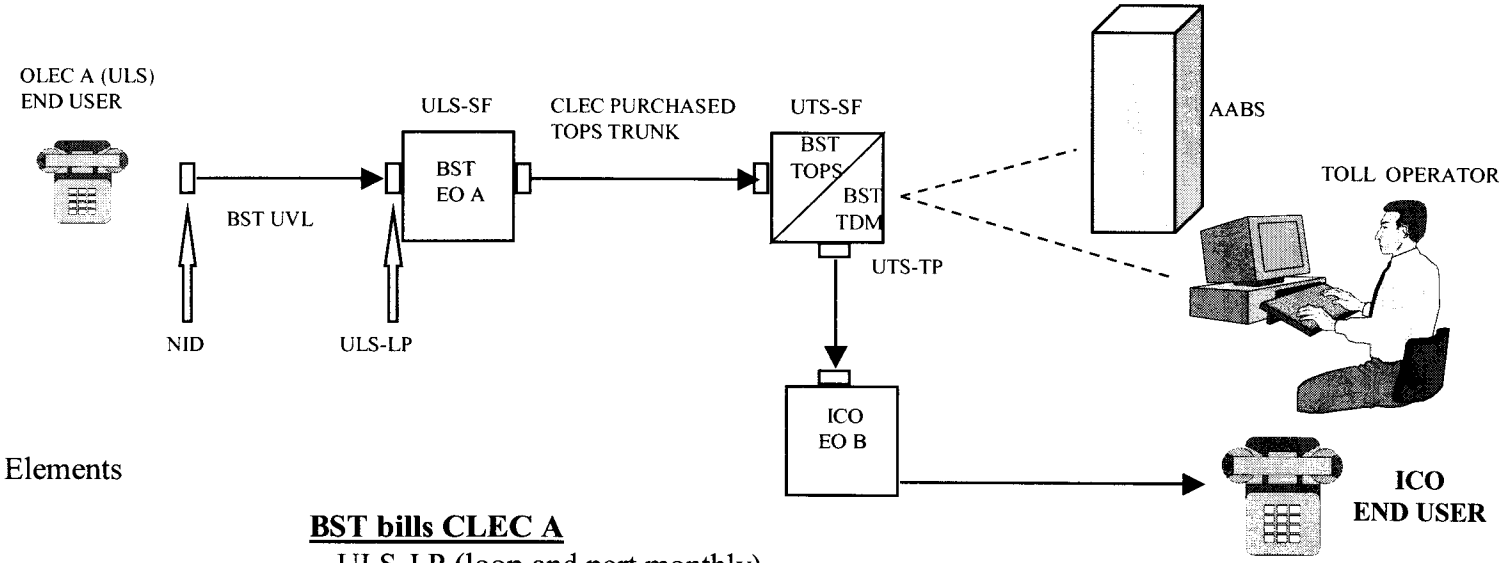
FB CLEC may bill BST
Reciprocal Compensation per agreement

Billing Factors
-- NA

Record Exchange
BellSouth sends CLEC A
ODUF 10-01-31 or 10-01-01
(indicator 18 set to 2)

11/13/01

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS
O6B. OPERATOR CALL PROCESSING - CLEC BRAND
ZERO MINUS or ZERO PLUS LOCAL - LINE CLASS CODE METHOD
Incomplete Call Completion (Busy/No Answer) or Call Completed to ICO



Billing Concept
-- Unbundled Network Elements

Usage Recordings
-- Call Code 192 made at TOPS
Assumes line class code method
TOPS functions like a tandem
-- Call Code 189 (non-billable)
-- Call Code 192 (DA charges/credits)

CLEC End User dials 0- BST Operator dials terminating number and handles billing or
CLEC End user dials 0+ terminating number
Operator Call Handling NOT subsequent to DA
Operator Call Handling - Incomplete Call Completion
Call is NOT answered or Call is answered.

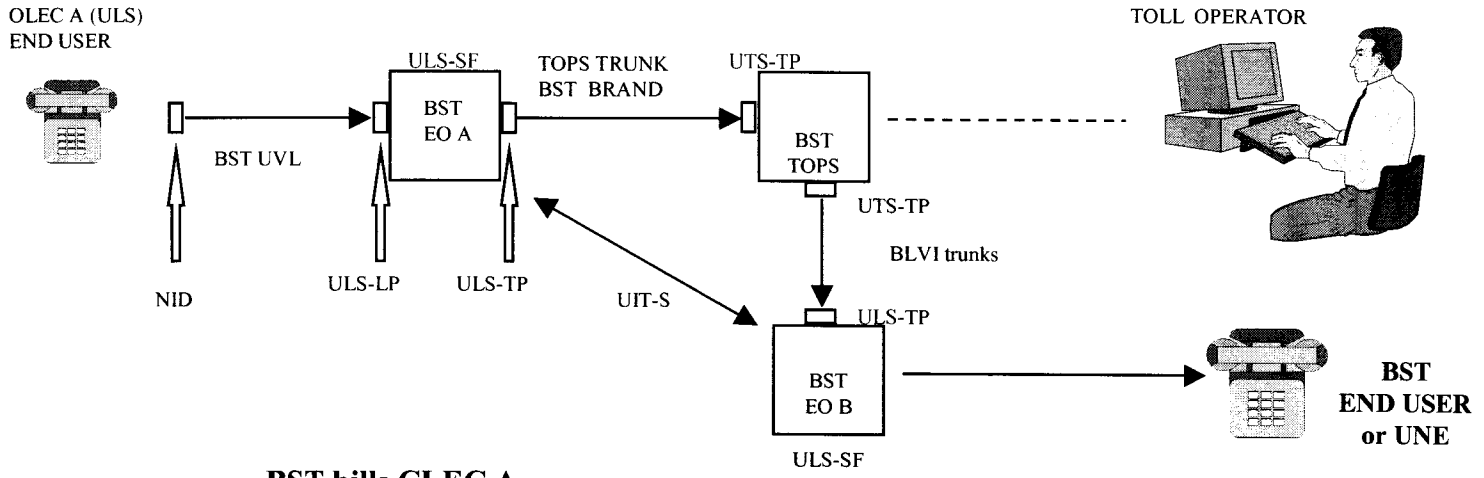
BST bills CLEC A
-- ULS-LP (loop and port monthly)
-- 1 ULS-SFs (unbundled switching - originating, summarized at originating EO A)
-- 1 UTS-TP (full tandem trunk port)
-- 1 UTS-SF (full tandem switching)
-- DA charges/credits (CC 192)

BST/ICO
Local is bill & keep (no settlement)

Billing Factors
-- NA

Record Exchange
BellSouth sends CLEC A
ODUF 10-01-31 or 10-01-01
(indicator 18 set to 2)

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS
O8. OPERATOR CALL PROCESSING - BUSY LINE VERIFY & INTERRUPT
BST BRAND or UNBRANDED



Billing Concept
-- Unbundled Network Elements

Usage Recordings
-- Call Code 198 made at the TOPS
TOPs functions like a tandem
Use elapsed time

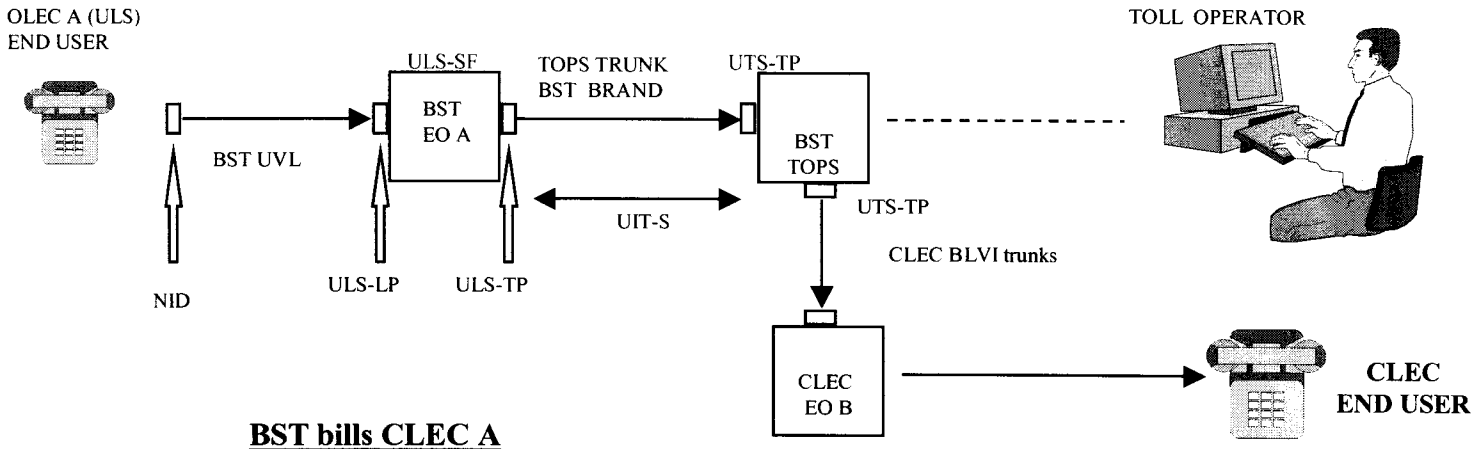
Operator Call Handling NOT subsequent to DA

BST bills CLEC A
-- ULS-LP (loop and port monthly)
-- 2 ULS-SFs (unbundled switching - originating and terminating, summarized at originating EO A)
-- 2 ULS-TPs (end office trunk ports)
-- UIT-S (unbundled transport-shared, fixed and per mile, mileage calculated from BST EO A to EO B)
-- 2 UTS-TP (full tandem trunk ports)
-- UTS-SF (unbundled full tandem switching)
Per message charge

Billing Factors
-- NA

Record Exchange
BellSouth sends CLEC A
ODUF 10-01-35 (verify only)
ODUF 10-01-37 (verify/Interrupt)

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS O8A. OPERATOR CALL PROCESSING - BUSY LINE VERIFY & INTERRUPT to CLEC - BST BRAND or UNBRANDED



Billing Concept
-- Unbundled Network Elements

Usage Recordings
-- Call Code 198 made at the TOPS
TOPs functions like a tandem
Use elapsed time

Operator Call Handling NOT subsequent to DA

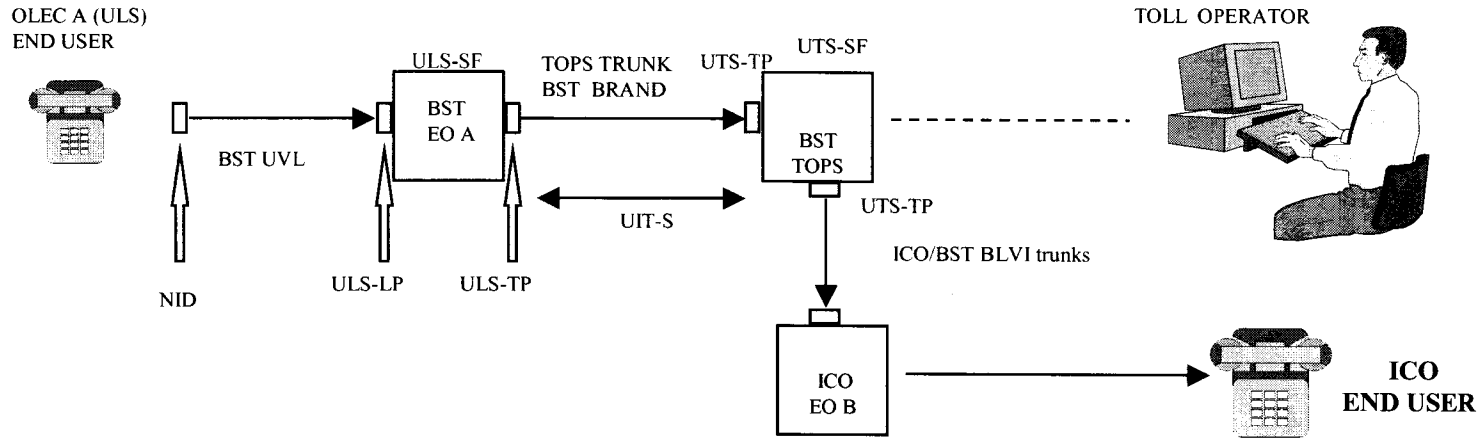
BST bills CLEC A
-- ULS-LP (loop and port monthly)
-- 1 ULS-SFs (unbundled switching - summarized at originating EO A)
-- 1 ULS-TPs (end office trunk port)
-- UIT-S (unbundled transport-shared, fixed and per mile, mileage calculated from BST EO A to TOPS)
-- 1 UTS-TP (full tandem trunk port)
-- UTS-SF (unbundled full tandem switching)
Per message charge

FB CLEC may bill BST
No Reciprocal Compensation is billed since CLEC B does not make a recording

Billing Factors
-- NA

Record Exchange
BellSouth sends CLEC A
ODUF 10-01-35 (verify only)
ODUF 10-01-37 (verify/Interrupt)

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS
O8B. OPERATOR CALL PROCESSING - BUSY LINE VERIFY & INTERRUPT to ICO - BST BRAND or UNBRANDED



Billing Concept
-- Unbundled Network Elements

Usage Recordings
-- Call Code 198 made at the TOPS
TOPs functions like a tandem
Use elapsed time

Operator Call Handling NOT subsequent to DA

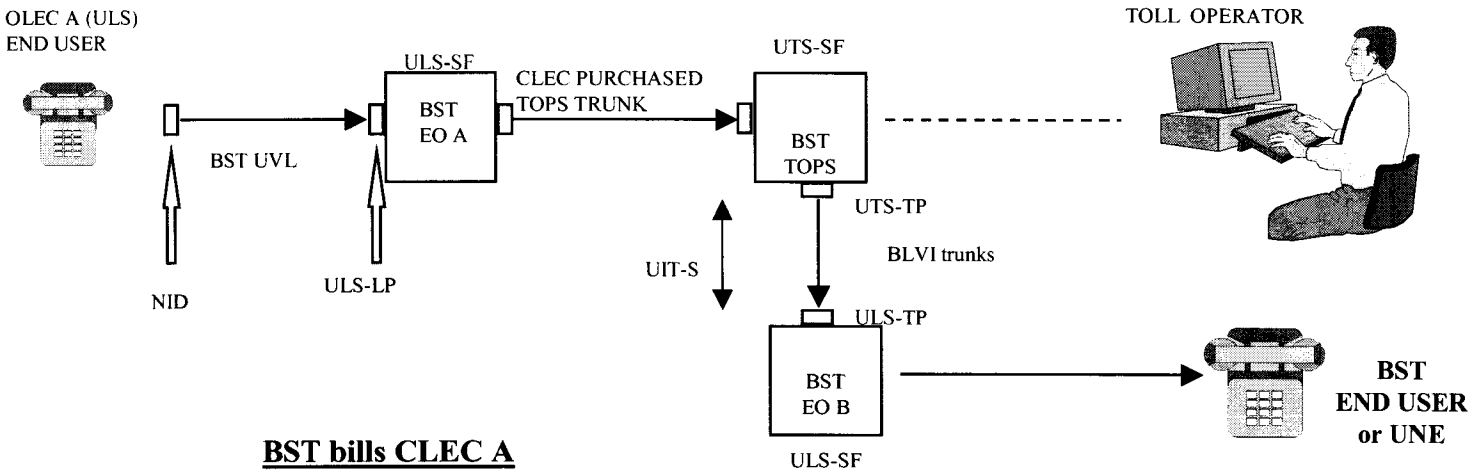
BST bills CLEC A
-- ULS-LP (loop and port monthly)
-- 1 ULS-SFs (unbundled switching - originating, summarized at originating EO A)
-- 1 ULS-TPs (end office trunk ports)
-- UIT-S (unbundled transport-shared, fixed and per mile, mileage calculated from BST EO A to TOPS)
-- 2 UTS-TP (full tandem trunk ports)
-- UTS-SF (unbundled full tandem switching)
Per message charge

BST/ICO
Local is bill & keep (no settlement)

Billing Factors
-- NA

Record Exchange
BellSouth sends CLEC A
ODUF 10-01-35 (verify only)
ODUF 10-01-37 (verify/Interrupt)

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS
O9. OPERATOR CALL PROCESSING - BUSY LINE VERIFY & INTERRUPT
CLEC BRANDED



Billing Concept
-- Unbundled Network Elements

Usage Recordings
-- Call Code 198 made at the TOPS
TOPs functions like a tandem
Use elapsed time

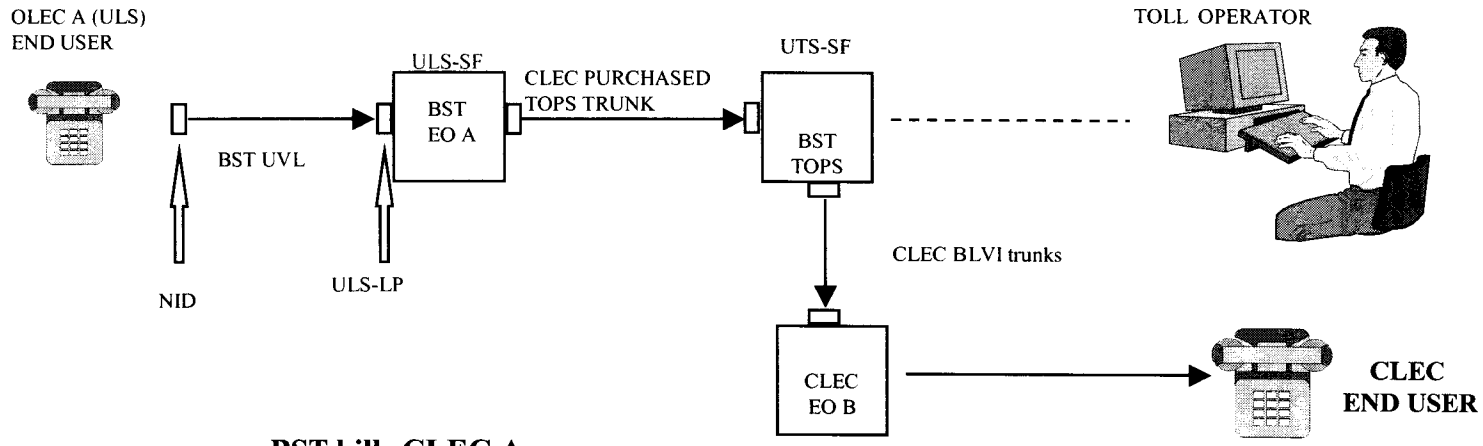
Operator Call Handling NOT subsequent to DA

BST bills CLEC A
-- ULS-LP (loop and port monthly)
-- 2 ULS-SFs (unbundled switching - originating and terminating, summarized at originating EO A)
-- 1 ULS-TPs (end office trunk ports)
-- UIT-S (unbundled transport-shared, fixed and per mile, mileage calculated from BST TOPS to EO B)
-- 1 UTS-TP (full tandem trunk ports)
-- UTS-SF (unbundled full tandem switching)
Per message charge

Billing Factors
-- NA

Record Exchange
BellSouth sends CLEC A
ODUF 10-01-35 (verify only)
ODUF 10-01-37 (verify/Interrupt)

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS
O9A. OPERATOR CALL PROCESSING - BUSY LINE VERIFY & INTERRUPT to CLEC - CLEC BRANDED



Billing Concept
-- Unbundled Network Elements

Usage Recordings
-- Call Code 198 made at the TOPS
TOPs functions like a tandem
Use elapsed time

BST bills CLEC A
-- ULS-LP (loop and port monthly)
-- 1 ULS-SFs (unbundled switching - originating, summarized at originating EO A)
-- UTS-SF (unbundled full tandem switching)
Per message charge

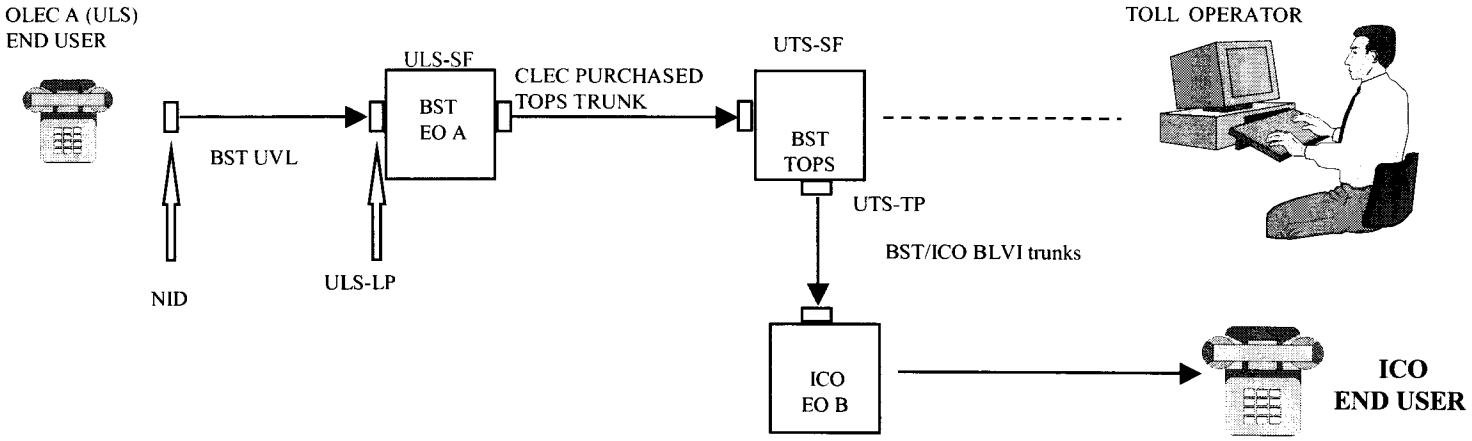
FB CLEC may bill BST
No Reciprocal Compensation is billed since CLEC B does not make a recording

Billing Factors
-- NA

Record Exchange
BellSouth sends CLEC A
ODUF 10-01-35 (verify only)
ODUF 10-01-37 (verify/Interrupt)

Operator Call Handling NOT subsequent to DA

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS O9B. OPERATOR CALL PROCESSING - BUSY LINE VERIFY & INTERRUPT to ICO - CLEC BRANDED



Billing Concept
-- Unbundled Network Elements

Usage Recordings
-- Call Code 198 made at the TOPS
TOPs functions like a tandem
Use elapsed time

Operator Call Handling NOT subsequent to DA

BST bills CLEC A
-- ULS-LP (loop and port monthly)
-- 1 ULS-SFs (unbundled switching - originating, summarized at originating EO A)

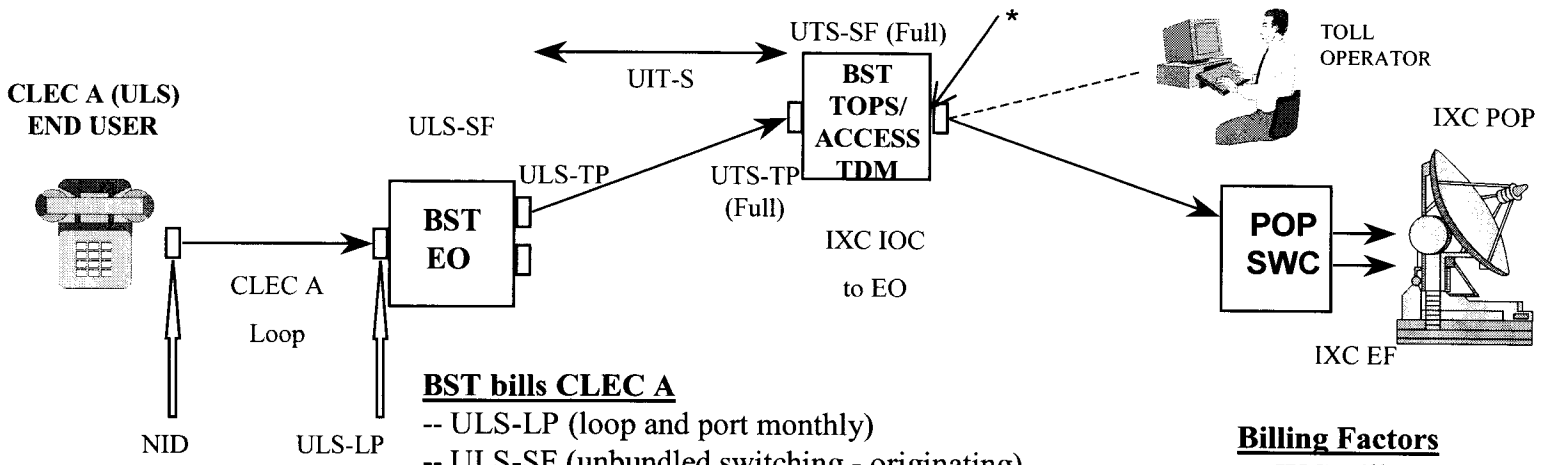
-- 1 UTS-TP (full tandem trunk ports)
-- UTS-SF (unbundled full tandem switching)
Per message charge

BST/ICO
Local is bill & keep (no settlement)

Billing Factors
-- NA

Record Exchange
BellSouth sends CLEC A
ODUF 10-01-35 (verify only)
ODUF 10-01-37 (verify/Interrupt)

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS
O9C. OPERATOR TRANSFER SERVICE



Billing Concept
-- Access Reform
-- Unbundled Network Elements

Usage Recordings
-- Call Code 190

BST bills CLEC A
-- ULS-LP (loop and port monthly)
-- ULS-SF (unbundled switching - originating)
Charges below apply if IXC tandem routed
-- ULS-TP (end office trunk ports)
-- UIT-S (unbundled transport - shared, mileage from BST EO and BST AT, fixed and per mile)
-- UTS-TP (unbundled full rate tandem trunk ports)
-- UTS-SF (unbundled full rate tandem switching)

CLEC A bills IXC
-- Originating Access as agreed upon between CLEC A & IXC

BST bills IXC
-- Dedicated Switched Local Channel (Entrance Facility)
-- Dedicated Switched Transport (between POP SWC and Access Tandem)
-- Operator Transfer Charge

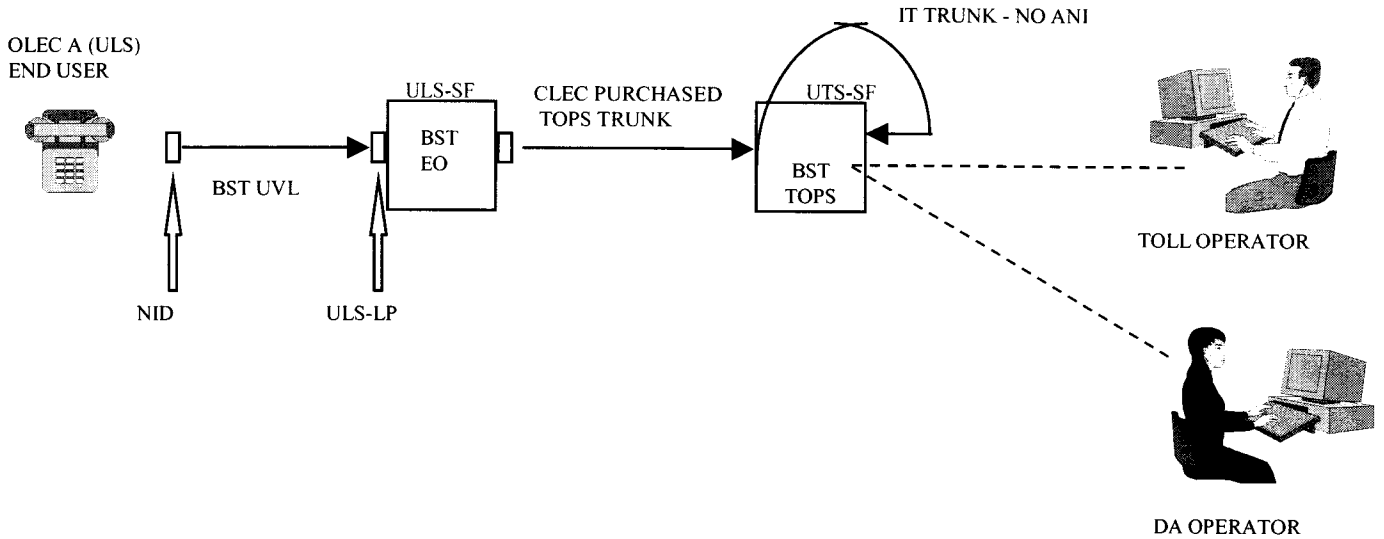
Billing Factors
-- IXC will provide PIUs to BST and CLEC A

Record Exchange
-- BST will send originating access records via ADUF to CLEC A so that CLEC A can bill the IXC

Demarcation Point between UNE Network and IXC Network
Access Tandem Switch

* indicates demarcation between UNE Network and other Networks

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS
O10. ZERO PLUS - DIRECTORY ASSISTANCE - CLEC BRAND



Billing Concept
-- Unbundled Network Elements

Usage Recordings
-- Call Code 192 made at the TOPS (module 052) (use elapsed time)
-- Call Code 195 from TOPS is discarded
-- Call Code 189 (non-billable)
-- Call Code 192 (DA charges/credits)

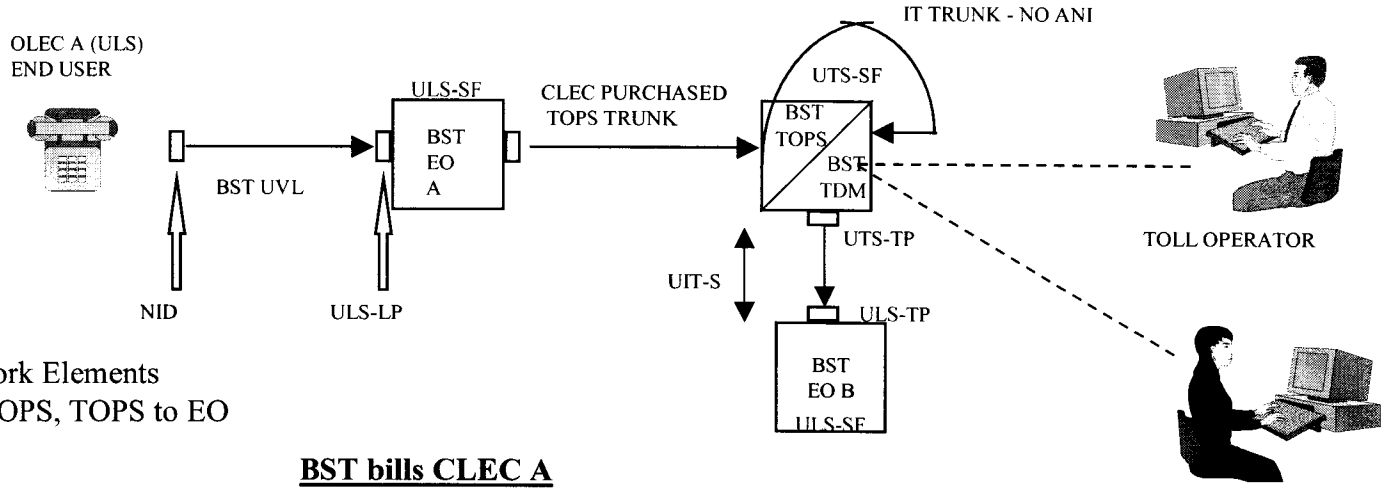
0+ 411 or Home NPA 555

BST bills CLEC A
-- ULS-LP (loop and port monthly)
-- 1 ULS-SFs (unbundled switching - originating, summarized at originating EO A)
-- UTS-SF (Unbundled tandem switching full)
-- DA charges/credits (CC 192)

Billing Factors
-- NA

Record Exchange
BellSouth sends CLEC A ODUF 10-01-32

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS
O10A. ZERO PLUS - DIRECTORY ASSISTANCE with DACC - CLEC BRAND



Billing Concept

-- Unbundled Network Elements
(2 calls: UNE to TOPS, TOPS to EO B)

Usage Recordings

-- Call Code 192 made at the TOPS (module 052) actual terminating TN for DACC in this recording
-- Call Code 195 from TOPS is discarded
-- Call code 192 from TOPS with terminating number of 411 or 555-1212 (module 51)
-- Call Code 189 (non-billable)
-- Call Code 192 (DA charges/credits)

BST bills CLEC A

-- ULS-LP (loop and port monthly)
-- 1 ULS-SFs (unbundled switching - originating, summarized at originating EO A) (CC192/terminating TN 555-1212 or 411)
-- UTS-SF (unbundled tandem switching full)
Rate elements below based on CC192 with actual terminating TN
-- 1 UIT-S (unbundled transport, fixed, mileage calculated from TOPS to EO B) (CC192)
-- 1 ULS-SFs (unbundled switching - terminating) (CC192)
-- 1 ULS-TP (end office trunk port) (CC192)
-- 1 UTS-TPs (tandem office trunk ports - full) (CC192)
-- DA charges/credits (CC 192)

Billing Factors

-- NA

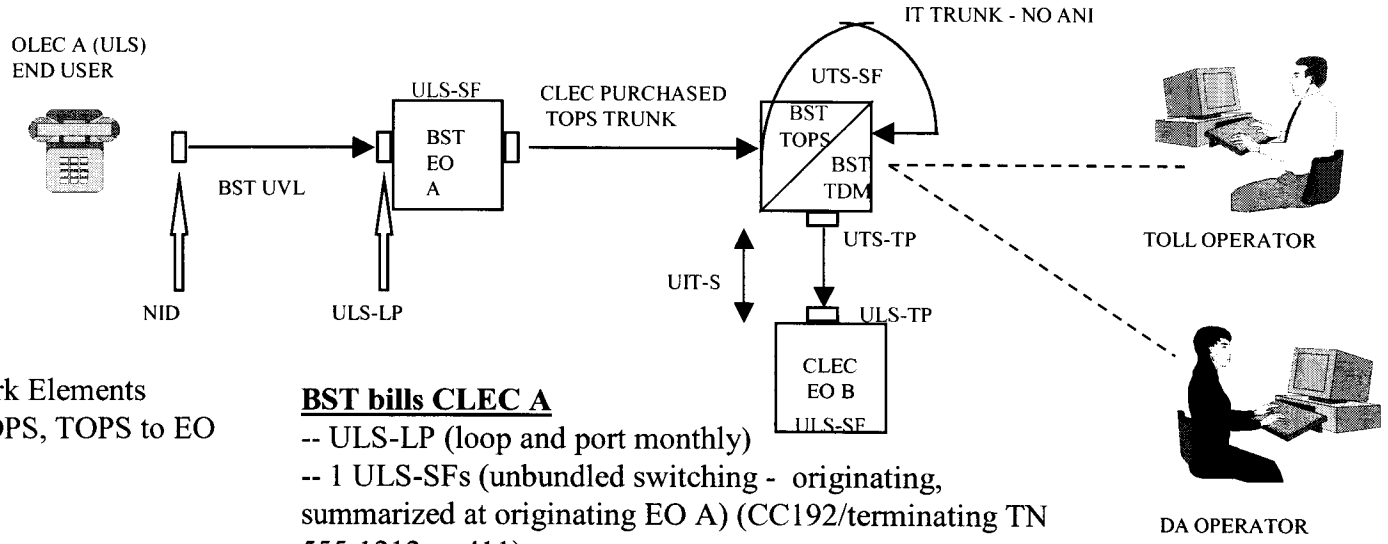
Record Exchange

BellSouth sends CLEC A
ODUF 10-01-32 (DA Record)
ODUF 10-01-18 (DACC Record)
ODUF 10-01-01 (completed call)

0+ 411 or Home NPA 555

11/13/01

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS O10AA. ZERO PLUS - DIRECTORY ASSISTANCE with DACC to CLEC - CLEC BRAND



Billing Concept

-- Unbundled Network Elements
(2 calls: UNE to TOPS, TOPS to EO B)

Usage Recordings

-- Call Code 192 made at the TOPS (module 052) actual terminating TN for DACC in this recording
-- Call Code 195 from TOPS is discarded
-- Call code 192 from TOPS with terminating number of 411 or 555-1212 (module 51)
-- Call Code 189 (non-billable)
-- Call Code 192 (DA charges/credits)

0+ 411 or Home NPA 555

11/13/01

BST bills CLEC A

-- ULS-LP (loop and port monthly)
-- 1 ULS-SFs (unbundled switching - originating, summarized at originating EO A) (CC192/terminating TN 555-1212 or 411)
-- UTS-SF (unbundled tandem switching)
Rate elements below based on CC192 with actual terminating TN
-- 1 UIT-S (unbundled transport, fixed, mileage calculated from TOPS to EO B) (CC192)
-- 1 ULS-SFs (unbundled switching - terminating) (CC192)
-- 1 ULS-TP (end office trunk port) (CC192)
-- 1 UTS-TPs (tandem office trunk ports - full) (CC192)
-- DA charges/credits (CC 192)

FB CLEC may bill BST

Reciprocal Compensation per agreement

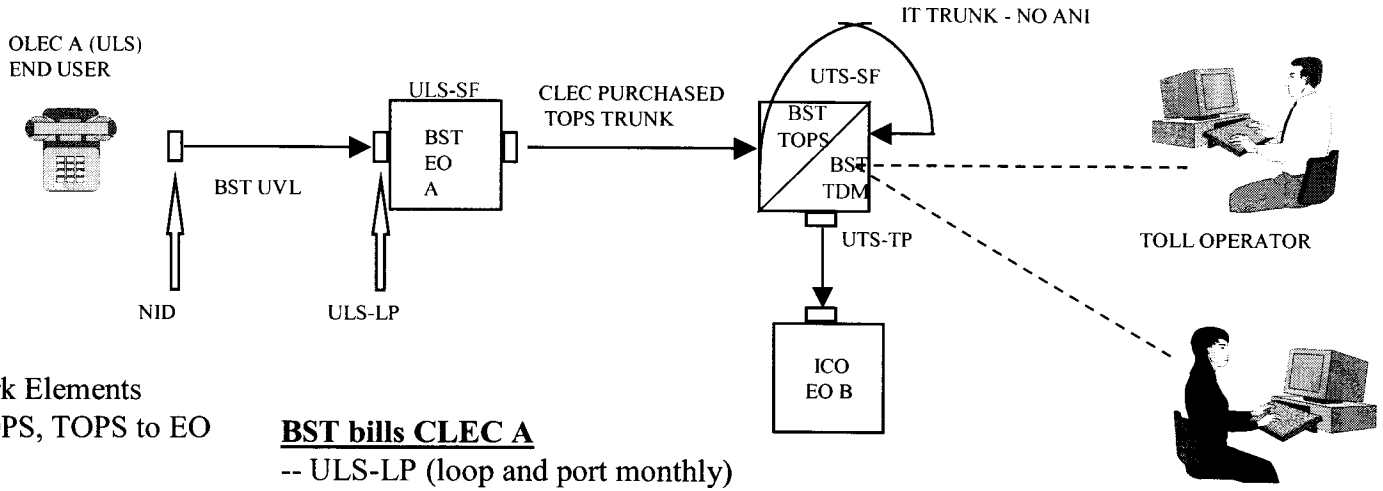
Billing Factors

-- NA

Record Exchange

BellSouth sends CLEC A
ODUF 10-01-32 (DA Record)
ODUF 10-01-18 (DACC Record)
ODUF 10-01-01 (completed call)

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS
O10AB. ZERO PLUS - DIRECTORY ASSISTANCE with DACC to ICO - CLEC BRAND



Billing Concept
-- Unbundled Network Elements
(2 calls: UNE to TOPS, TOPS to EO B)

Usage Recordings
-- Call Code 192 made at the TOPS (module 052) actual terminating TN for DACC in this recording
-- Call Code 195 from TOPS is discarded
-- Call code 192 from TOPS with terminating number of 411 or 555-1212 (module 51)
-- Call Code 189 (non-billable)
-- Call Code 192 (DA charges/credits

BST bills CLEC A
-- ULS-LP (loop and port monthly)
-- 1 ULS-SFs (unbundled switching - originating, summarized at originating EO A) (CC192/terminating TN 555-1212 or 411)
-- 1 UTS-SF (unbundled tandem switching)
Rate elements below based on CC192 with actual terminating TN
-- 1 UTS-TPs (tandem office trunk ports - full) (CC192)
-- DA charges/credits (CC 192)

BST/ICO
Local is bill & keep (no settlement)

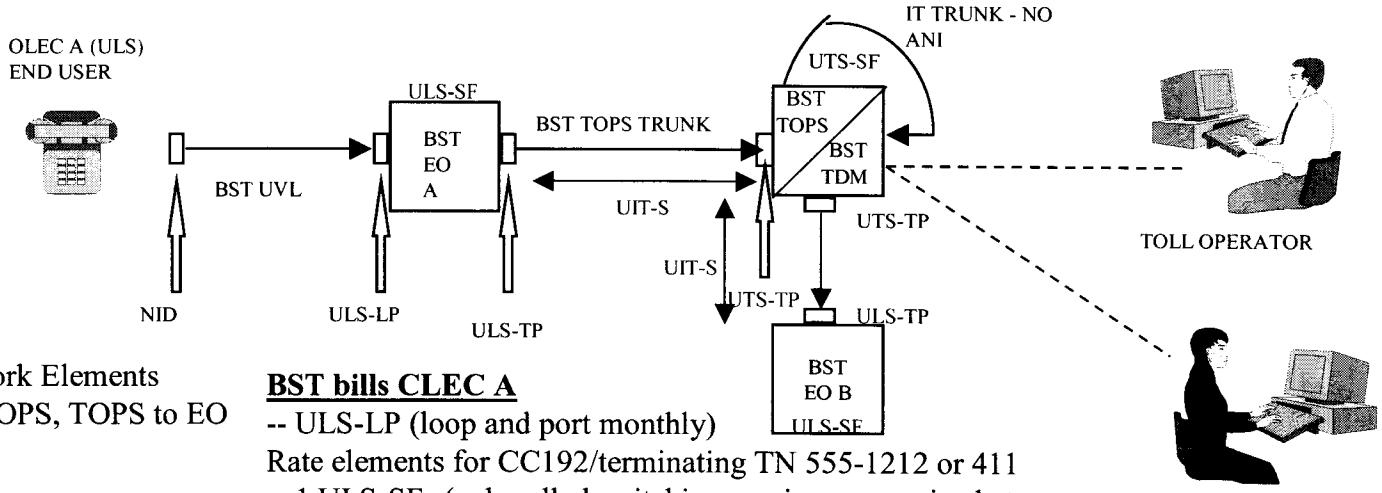
Billing Factors
-- NA

Record Exchange
BellSouth sends CLEC A
ODUF 10-01-32 (DA Record)
ODUF 10-01-18 (DACC Record)
ODUF 10-01-01 (completed call)

0+ 411 or Home NPA 555

11/13/01

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS
O10B. ZERO PLUS - DIRECTORY ASSISTANCE with DACC
- BST BRAND OR UNBRANDED



Billing Concept

-- Unbundled Network Elements
(2 calls: UNE to TOPS, TOPS to EO B)

Usage Recordings

-- Call Code 192 made at the TOPS (module 052) actual terminating TN for DACC in this recording
-- Call Code 195 from TOPS is discarded
-- Call code 192 from TOPS with terminating number of 411 or 555-1212 (module 51)
-- Call Code 189 (non-billable)
-- Call Code 192 (DA charges/credits)

BST bills CLEC A

-- ULS-LP (loop and port monthly)
Rate elements for CC192/terminating TN 555-1212 or 411
-- 1 ULS-SFs (unbundled switching - orig, summarized at orig EO A)
-- 1 ULS-TP (end office trunk port)
-- UIT-S (unbundled transport, fixed, mileage calculated from EO A to TOPS)
-- UTS-SF (unbundled tandem switching full)
-- 1 UTS-TP (tandem office trunk ports-full)
Rate elements below based on CC192 with actual term TN
-- 1 UIT-S (unbundled transport, fixed, mileage calculated from TOPS to EO B) (CC192)
-- 1 ULS-SFs (unbundled switching - terminating) (CC192)
-- 1 ULS-TP (end office trunk port) (CC192)
-- 1 UTS-TPs (tandem office trunk ports - full) (CC192)
-- DA charges/credits (CC 192)

Billing Factors

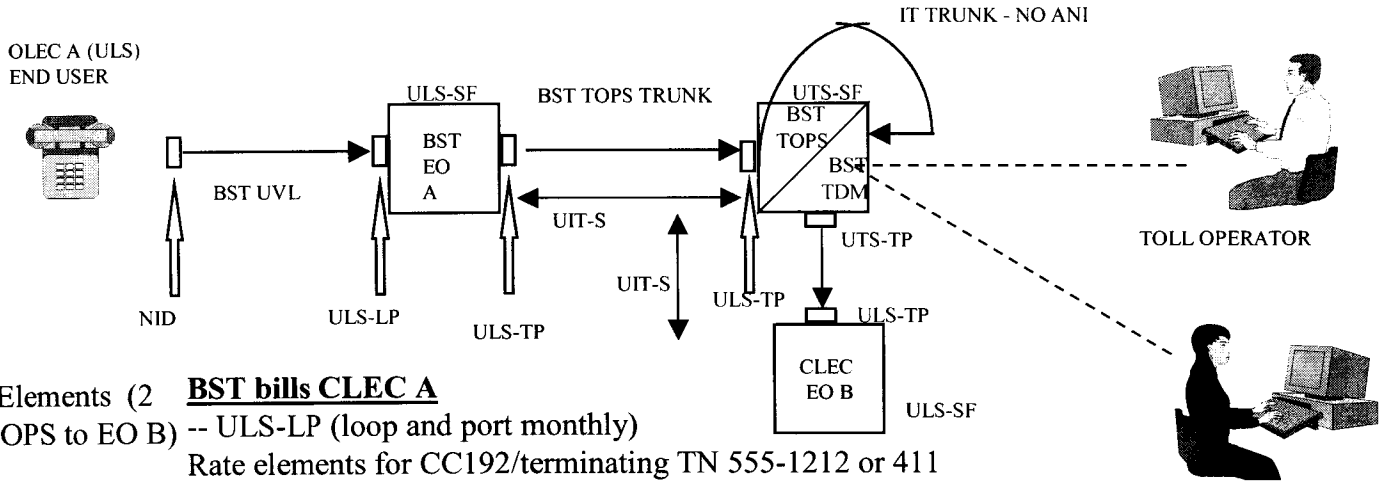
-- NA

Record Exchange

BellSouth sends CLEC A
ODUF 10-01-32 (DA Record)
ODUF 10-01-18 (DACC Record)
ODUF 10-01-01 (completed call)

0+ 411 or Home NPA 555
11/13/01

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS
O10BA. ZERO PLUS - DIRECTORY ASSISTANCE with DACC to CLEC - BST BRAND OR UNBRANDED



Billing Concept

-- Unbundled Network Elements (2 calls: UNE to TOPS, TOPS to EO B)

Usage Recordings

-- Call Code 192 made at the TOPS (module 052) actual terminating TN for DACC in this recording
-- Call Code 195 from TOPS is discarded
-- Call code 192 from TOPS with terminating number of 411 or 555-1212 (module 51)
-- Call Code 189 (non-billable)
-- Call Code 192 (DA charges/credits)

0+ 411 or Home NPA 555

BST bills CLEC A

-- ULS-LP (loop and port monthly)
Rate elements for CC192/terminating TN 555-1212 or 411
-- 1 ULS-SFs (unbundled switching - orig, summarized at orig EO A)
-- 1 ULS-TP (end office trunk port)
-- UIT-S (unbundled transport, fixed, mileage calculated from EO A to TOPS)
-- 1 UTS-SF (Unbundled full tandem switching)
-- 1 UTS-TP (tandem office trunk ports-full)
Rate elements below based on CC192 with actual term. TN
-- 1 UIT-S (unbundled transport, fixed, mileage calculated from TOPS to EO B) (CC192)
-- 1 ULS-SFs (unbundled switching - terminating) (CC192)
-- 1 ULS-TP (end office trunk port) (CC192)
-- 1 UTS-TPs (tandem office trunk ports - full) (CC192)
-- DA charges/credits (CC 192)

Billing Factors

-- NA

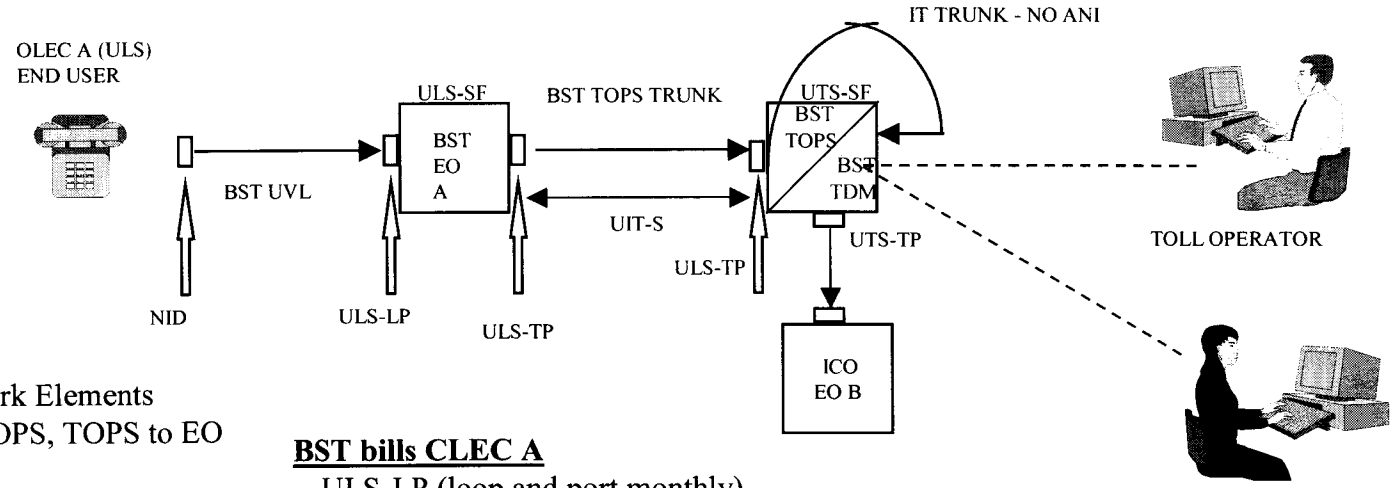
Record Exchange

BellSouth sends CLEC A
ODUF 10-01-32 (DA Record)
ODUF 10-01-18 (DACC Record)
ODUF 10-01-01 (completed call)

FB CLEC may bill BST

Reciprocal Compensation per agreement

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS O10BB. ZERO PLUS - DIRECTORY ASSISTANCE with DACC to ICO - BST BRAND OR UNBRANDED



Billing Concept
-- Unbundled Network Elements
(2 calls: UNE to TOPS, TOPS to EO B)

Usage Recordings
-- Call Code 192 made at the TOPS (module 052) actual terminating TN for DACC in this recording
-- Call Code 195 from TOPS is discarded
-- Call code 192 from TOPS with terminating number of 411 or 555-1212 (module 51)
-- Call Code 189 (non-billable)
-- Call Code 192 (DA charges/credits)

BST bills CLEC A
-- ULS-LP (loop and port monthly)
Rate elements for CC192/terminating TN 555-1212 or 411
-- 1 ULS-SFs (unbundled switching - orig, summarized at orig EO A)
-- 1 ULS-TP (end office trunk port)
-- UIT-S (unbundled transport, fixed, mileage calculated from EO A to TOPS)
-- 1 UTS-SF (Unbundled full tandem switching)
-- 1 UTS-TP (tandem office trunk ports-full)
Rate elements below based on CC192 with actual term TN
-- 1 UTS-TPs (tandem office trunk ports - full) (CC192)
-- DA charges/credits (CC 192)

Billing Factors
-- NA

Record Exchange
BellSouth sends CLEC A
ODUF 10-01-32 (DA Record)
ODUF 10-01-18 (DACC Record)
ODUF 10-01-01 (completed call)

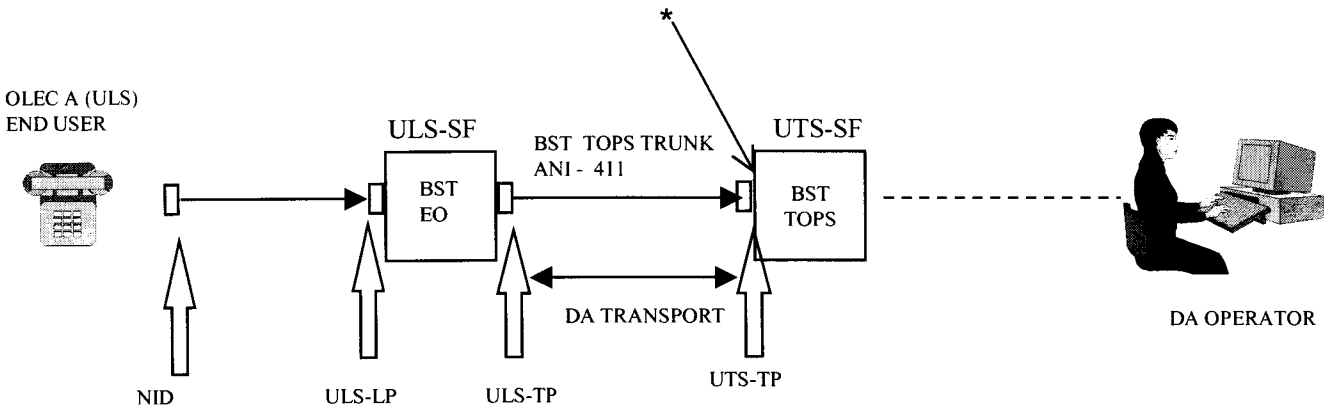
BST/ICO
Local is bill & keep (no settlement)

0+ 411 or Home NPA 555

11/13/01

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS
D1. DIRECTORY ASSISTANCE - BST BRAND, UNBRANDED

Note: these call flows depict only the UNE usage elements to be billed not the specific DA charges



Billing Concept
-- Unbundled Network Elements
Note: all DA calls are considered local

Usage Recordings
-- Call Code 194 is made at the TOPS
(note: BST branded and unbranded
use different BST TOPS trunk facilities
Unbranded contains all unbranded CLECs)
-- Call Code 189 (non-billable)
-- Call Code 192 (DA charges/credits)

End User dials:
Eastern States - 411
Western States - 1+411
or Home NPA 555
Call is not completed

BST bills CLEC A
-- ULS-LP (loop and port monthly)
-- 1 ULS-SFs (unbundled switching -
originating, summarized at originating EO)
- 1 ULS-TPs (end office trunk ports)
-- UIT-S (unbundled transport, fixed,
mileage calculated from EO to TOPS)
-- UTS-SF (unbundled tandem switching full)
-- 1 UTS-TP (unbundled full tandem trunk port)
-- DA charges/credits (CC 192)

* indicates demarcation between UNE
Network and other Networks

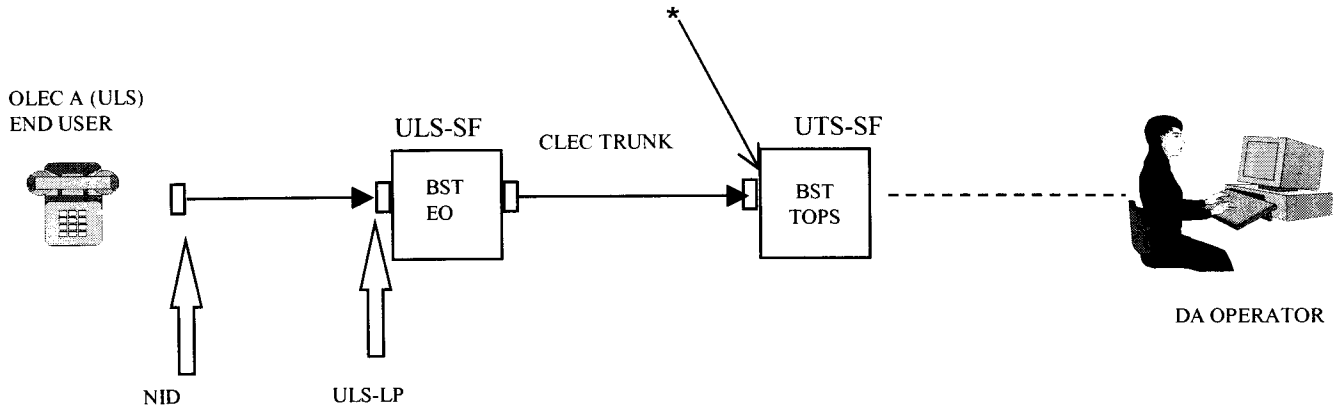
Billing Factors
-- NA

Record Exchange
BellSouth sends CLEC A
ODUF 10-01-32

11/13/01

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS
D2. DIRECTORY ASSISTANCE - CLEC BRANDED

Note: these call flows depict only the UNE usage elements to be billed not the specific DA charges



Billing Concept
-- Unbundled Network Elements
Note: all DA calls are considered local

Usage Recordings
-- Call Code 194 is made at the TOPS
-- Call Code 189 (non-billable)
-- Call Code 192 (DA charges/credits)

End User dials:
Eastern States - 411
Western States - 1+411
or Home NPA 555
Call is not completed

BST bills CLEC A
-- ULS-LP (loop and port monthly)
-- 1 ULS-SFs (unbundled switching - originating, summarized at originating EO
-- UTS-SF (unbundled tandem switching full)
-- DA charges/credits (CC 192)

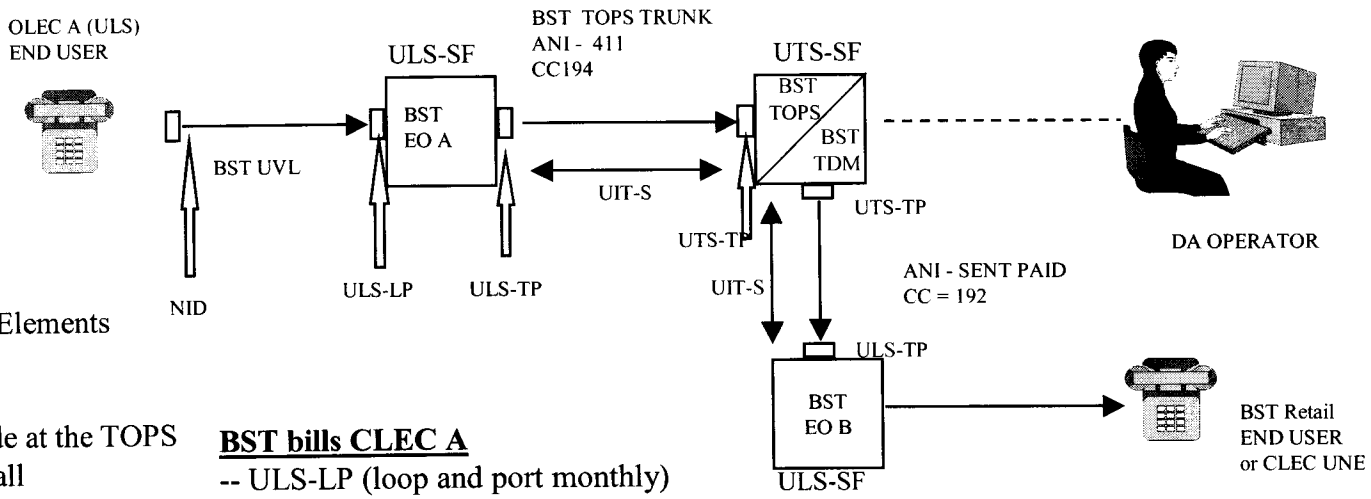
* indicates demarcation between UNE Network and other Networks

Billing Factors
-- NA

Record Exchange
BellSouth sends CLEC A ODUF 10-01-32

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS
D3. DIRECTORY ASSISTANCE With CALL COMPLETION
WITHIN the LATA - BST BRAND or UNBRANDED

Note: these call flows depict only the UNE usage elements to be billed not the specific DA charges



Billing Concept
-- Unbundled Network Elements

Usage Recordings
-- Call Code 194 is made at the TOPS for DA portion of the call
TOPS functions like a tandem. Assume CC194 contains operator work time
-- Call Code 192 is made at the TOPS for DACC portion of the call
Assume CC192 contains call time.
-- Call Code 189 (non-billable)
-- Call Code 192 (DA charges/credits)

End User dials: home NPA 555 or
East - 411
West - 1+411
Call Completion subsequent to DA
or Call Completion is busy or no answer

BST bills CLEC A
-- ULS-LP (loop and port monthly)
-- 1 ULS-SFs (unbundled switching - originating) (CC194)
-- 1 ULS-TPs (end office trunk port) (CC194)
-- UIT-S (unbundled transport, fixed, mileage calculated from EOA to TOPS) (CC194)
-- UTS-SF (unbundled full tandem switching) (CC194)
-- 1 UTS-TPs (tandem office trunk ports - full) (CC194)
-- 1 UIT-S (unbundled transport, fixed, mileage calculated from TOPS to EO B) (CC192)
-- 1 ULS-SFs (unbundled switching - terminating) (CC192)
-- 1 ULS-TP (end office trunk port) (CC192)
-- 1 UTS-TPs (tandem office trunk ports - full) (CC192)
-- DA charges/credits (CC 192)

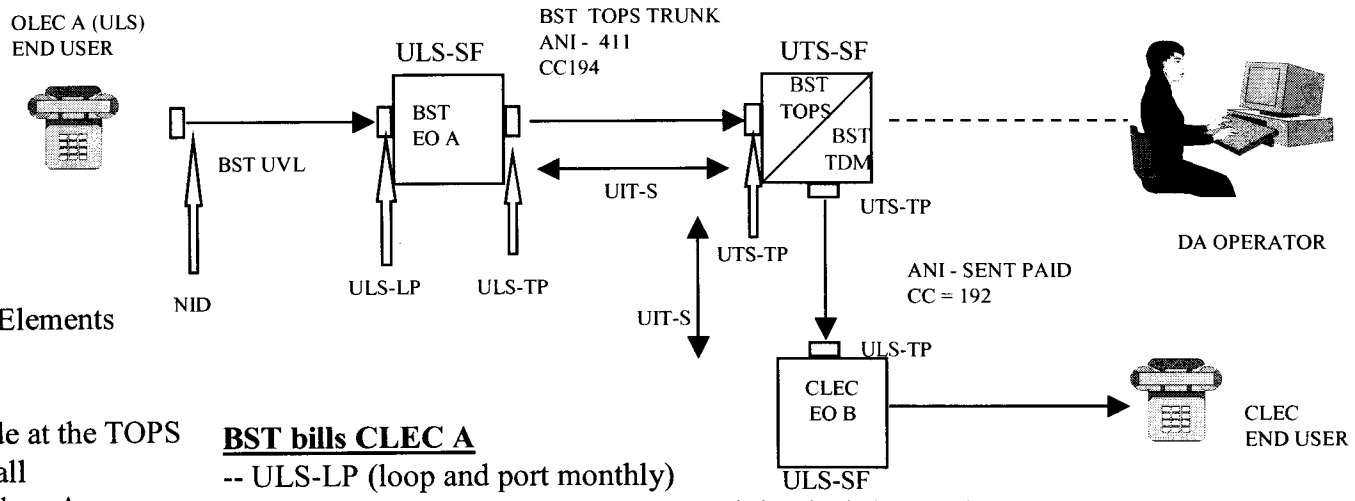
Billing Factors
-- NA

Record Exchange
BellSouth sends CLEC A
ODUF 10-01-32 (DA Record)
ODUF 10-01-18 (DACC Record)
ODUF 10-01-01 (completed call)

11/13/01

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS
D3A. DIRECTORY ASSISTANCE With CALL COMPLETION to CLEC WITHIN the LATA - BST BRAND or UNBRANDED

Note: these call flows depict only the UNE usage elements to be billed not the specific DA charges



Billing Concept
-- Unbundled Network Elements

Usage Recordings
-- Call Code 194 is made at the TOPS for DA portion of the call
TOPS functions like a tandem. Assume CC194 contains operator work time
-- Call Code 192 is made at the TOPS for DACC portion of the call
Assume CC192 contains call time.
-- Call Code 189 (non-billable)
-- Call Code 192 (DA charges/credits)

End User dials: home NPA 555 or
East - 411
West - 1+411
Call Completion subsequent to DA
or Call Completion is busy or no answer

BST bills CLEC A
-- ULS-LP (loop and port monthly)
-- 1 ULS-SFs (unbundled switching - originating) (CC194)
-- 1 ULS-TPs (end office trunk port) (CC194)
-- UIT-S (unbundled transport, fixed, mileage calculated from EOA to TOPS) (CC194)
-- UTS-SF (unbundled full tandem switching) (CC194)
-- 1 UTS-TPs (tandem office trunk ports - full) (CC194)
-- 1 UIT-S (unbundled transport, fixed, mileage calculated from TOPS to EO B) (CC192)
-- 1 ULS-SFs (unbundled switching - terminating) (CC192)
-- 1 ULS-TP (end office trunk port) (CC192)
-- 1 UTS-TPs (tandem office trunk ports - full) (CC192)
-- DA charges/credits (CC 192)

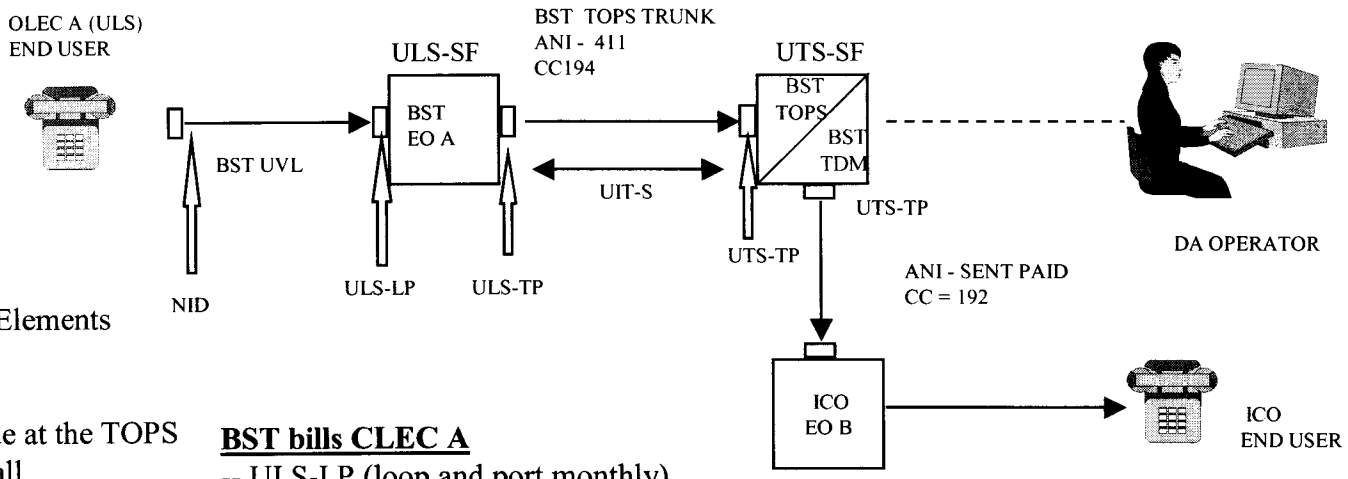
Billing Factors
-- NA

Record Exchange
BellSouth sends CLEC A
ODUF 10-01-32 (DA Record)
ODUF 10-01-18 (DACC Record)
ODUF 10-01-01 (completed call)

FB CLEC may bill BST
Reciprocal Compensation per agreement

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS
D3B. DIRECTORY ASSISTANCE With CALL COMPLETION to ICO WITHIN the LATA - BST BRAND or UNBRANDED

Note: these call flows depict only the UNE usage elements to be billed not the specific DA charges



Billing Concept
-- Unbundled Network Elements

Usage Recordings
-- Call Code 194 is made at the TOPS for DA portion of the call
TOPS functions like a tandem. Assume CC194 contains operator work time
-- Call Code 192 is made at the TOPS for DACC portion of the call
Assume CC192 contains call time.
-- Call Code 189 (non-billable)
-- Call Code 192 (DA charges/credits)

End User dials: home NPA 555 or
East - 411
West - 1+411
Call Completion subsequent to DA
or Call Completion is busy or no answer

BST bills CLEC A
-- ULS-LP (loop and port monthly)
-- 1 ULS-SFs (unbundled switching - originating) (CC194)
-- 1 ULS-TPs (end office trunk port) (CC194)
-- UIT-S (unbundled transport, fixed, mileage calculated from EOA to TOPS) (CC194)
-- UTS-SF (unbundled full tandem switching) (CC194)
-- 1 UTS-TPs (tandem office trunk ports - full) (CC194)
-- 1 UTS-TPs (tandem office trunk ports - full) (CC192)
-- DA charges/credits (CC 192)

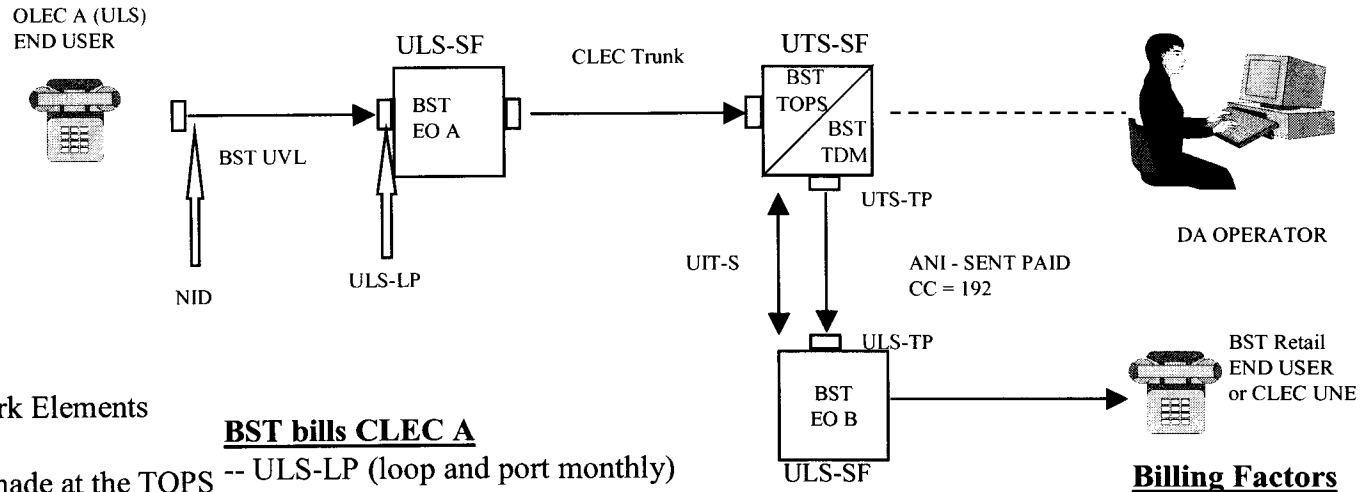
Billing Factors
-- NA

Record Exchange
BellSouth sends CLEC A
ODUF 10-01-32 (DA Record)
ODUF 10-01-18 (DACC Record)
ODUF 10-01-01 (completed call)

BST/ICO
Local is bill & keep (no settlement)

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS
D4. DIRECTORY ASSISTANCE With CALL COMPLETION - WITHIN the LATA - CLEC BRANDED

Note: these call flows depict only the UNE usage elements to be billed not the specific DA charges



Billing Concept

-- Unbundled Network Elements

Usage Recordings

-- Call Code 194 is made at the TOPS
TOPS functions like a tandem Assume
CC194 contains operator work time

-- Call Code 192 is made at the TOPS
Assume CC192 contains call time.

-- Call Code 189

-- Call Code 192 (DA charges/credits)

End User dials: home NPA 555 or
East - 411
West - 1+411
Call Completion subsequent to DA
or Call Completion is busy or no answer

BST bills CLEC A

-- ULS-LP (loop and port monthly)
-- 1 ULS-SFs (unbundled switching - originating) (CC194)
-- UTS-SF (unbundled full tandem switching) (CC194)
-- 1 UIT-S (unbundled transport, fixed, mileage calculated from TOPS to EO B) (CC192)
-- 1 ULS-SFs (unbundled switching - terminating) (CC192)
-- 1 ULS-TP (end office trunk port) (CC192)
-- 1 UTS-TPs (tandem office trunk ports - full) (CC192)
-- DA charges/credits (CC 192)

Billing Factors

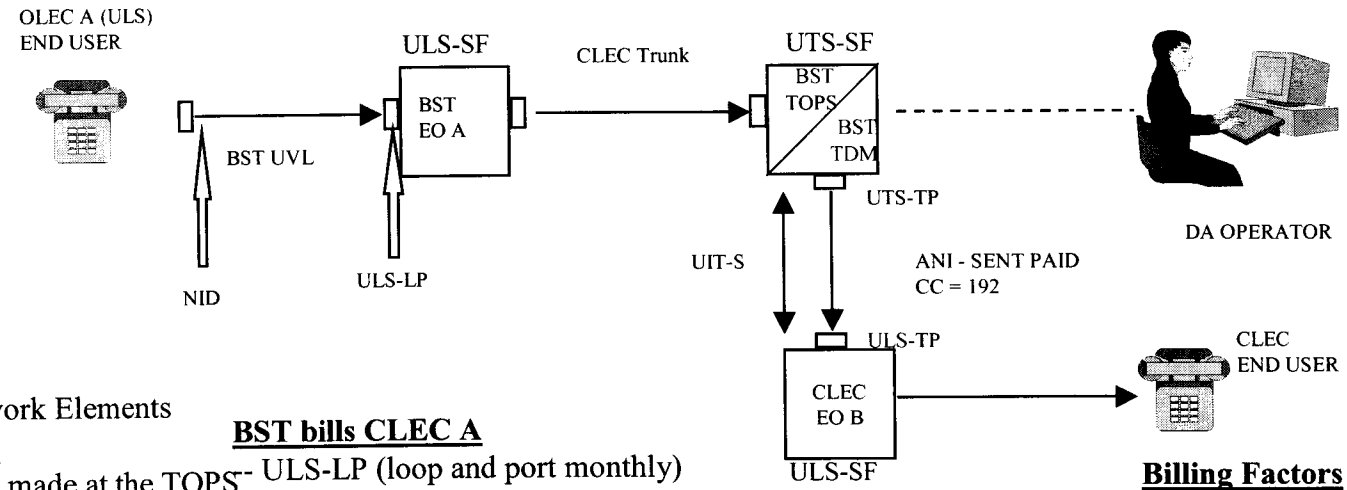
-- NA

Record Exchange

BellSouth sends CLEC A
ODUF 10-01-32 (DA Record)
ODUF 10-01-18 (DACC Record)
ODUF 10-01-01 (completed call)

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS
D4A. DIRECTORY ASSISTANCE With CALL COMPLETION to CLEC - WITHIN the LATA - CLEC BRANDED

Note: these call flows depict only the UNE usage elements to be billed not the specific DA charges



Billing Concept

-- Unbundled Network Elements

Usage Recordings

-- Call Code 194 is made at the TOPS
TOPS functions like a tandem Assume CC194 contains operator work time

-- Call Code 192 is made at the TOPS
Assume CC192 contains call time.

-- Call Code 189 (non-billable)

-- Call Code 192 (DA charges/credits)

End User dials: home NPA 555 or
East - 411
West - 1+411
Call Completion subsequent to DA
or Call Completion is busy or no answer

BST bills CLEC A

-- ULS-LP (loop and port monthly)
-- 1 ULS-SFs (unbundled switching - originating) (CC194)
-- UTS-SF (unbundled full tandem switching) (CC194)
-- 1 UIT-S (unbundled transport, fixed, mileage calculated from TOPS to EO B) (CC192)
-- 1 ULS-SFs (unbundled switching - terminating) (CC192)
-- 1 ULS-TP (end office trunk port) (CC192)
-- 1 UTS-TPs (tandem office trunk ports - full) (CC192)
-- DA charges/credits (CC 192)

Billing Factors

-- NA

Record Exchange

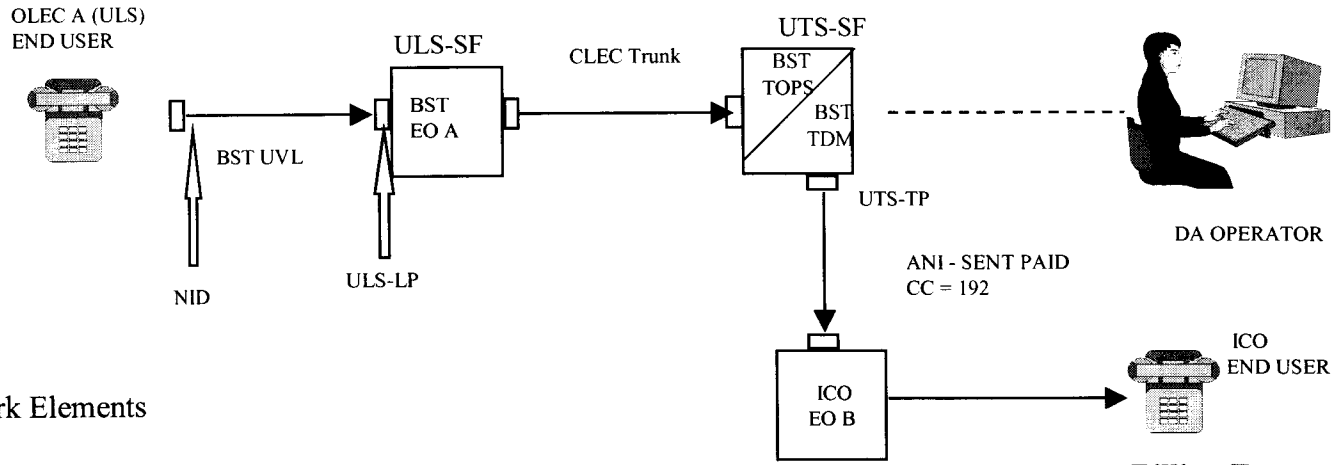
BellSouth sends CLEC A
ODUF 10-01-32 (DA Record)
ODUF 10-01-18 (DACC Record)
ODUF 10-01-01 (completed call)

FB CLEC may bill BST

Reciprocal Compensation per agreement

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS
D4B. DIRECTORY ASSISTANCE With CALL COMPLETION to ICO - WITHIN the LATA - CLEC BRANDED

Note: these call flows depict only the UNE usage elements to be billed not the specific DA charges



Billing Concept
-- Unbundled Network Elements

Usage Recordings
-- Call Code 194 is made at the TOPS
TOPS functions like a tandem Assume
CC194 contains operator work time
-- Call Code 192 is made at the TOPS
Assume CC192 contains call time.
-- Call Code 189 (non-billable)
-- Call Code 192 (DA charges/credits)

End User dials: home NPA 555 or
East - 411
West - 1+411
Call Completion subsequent to DA
or Call Completion is busy or no answer

BST bills CLEC A
-- ULS-LP (loop and port monthly)
-- 1 ULS-SFs (unbundled switching - originating) (CC194)
-- UTS-SF (unbundled full tandem switching) (CC194)
-- 1 UTS-TPs (tandem office trunk ports - full) (CC192)
-- DA charges/credits (CC 192)

BST/ICO
Local is bill & keep (no settlement)

Billing Factors
-- NA

Record Exchange
BellSouth sends CLEC A
ODUF 10-01-32 (DA Record)
ODUF 10-01-18 (DACC Record)
ODUF 10-01-01 (completed call)

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

Glossary

ADUF - Access Daily Usage File (general EMI category 11)
BST - BellSouth Telecommunications
BSWC- BellSouth Serving Wire Center
CLEC - Competitive Local Exchange Company
EF - Entrance Facility
FB - Facility Based (FB CLECs include CLECs and non-Section 259 ICOs)
EO - End Office
ICO - Independent Telephone Company (a.k.a. ITC) that are covered by Section 259 of the FCC Order.
MTA- Major Trading Area
NCTA - Non-conversation and Attempt Factors
NID - Network Interface Device
ODUF - CLEC Daily Usage File (primarily contains but not limited EMI category 01, 10, some 11 query records , non access records)
POI - Point of Interface
TDM - Tandem Switching Office
TSP - Tandem Service Provider
Toll Call - Toll calls are carried on the BST IntraLATA network. The switch CIC code will be the BST IntraLATA code 5124.
UVL - Unbundled Voice Loop
ULS-LP - Unbundled Circuit Switching-Line Port
ULS-SF - Unbundled Circuit Switching - Switching Functionality
UIT-S - Unbundled Interoffice Transport - Shared. UIT-S cannot be dedicated trunks.
UIT-D - Unbundled Interoffice Transport - Direct. UIT-D provides dedicated trunks.
UNE - Unbundled Network Element
UTS -SF - Unbundled Tandem Switching - Switching Functionality
UTS -TP - Unbundled Tandem Switching - Trunk Port

PROPOSED UNE BILLING ARRANGEMENTS
Notes

- *Local Toll Exceptions*
- *Records sent to UNE CLECs that subscribe to ODUF will reflect call types as recorded by the originating switch. Calls that are recorded by the switch as Local, that remain within the originating LATA, and are carried over the BellSouth network will be sent on ODUF as local records. Calls that are recorded by the originating switch as toll, that remain within the LATA, and are carried on the BellSouth network will be sent on ODUF as toll records. There are three unique aspects involved in the reason BellSouth provides the records as the switch records them:*
- *1. Dialing Parity – All calls can be dialed in parity with BellSouth retail plans. The calls are recorded in the same manner as we do for our retail customers. If the switch records a toll call, ODUF provides the UNE CLEC with a toll record.*
- *2. BellSouth Retail Customers and Resale – When processing calls recorded by BellSouth switches, BellSouth does not necessarily look at type of call to determine if it should be billed local or toll rates* **to the end users**. *The call is processed by verifying the From and To numbers and determining what is allowed in the tariff for the calling plan of the end user. BellSouth bills its retail customers as mandated in the tariffs.*
- *3. CLEC UNE Calling Plans – BellSouth cannot control how a UNE CLEC bills end users for calls. The UNE CLEC can create its own unique calling plan for local/toll, or mirror the BellSouth calling plans. This is a business decision the UNE CLEC makes, not BellSouth. Therefore, if the UNE CLEC decides to mirror the BellSouth local/toll calling plans, it is up to the UNE CLEC to develop all the systems necessary to process and bill the ODUF calls, as does BellSouth.*
- *In summary, BellSouth must bill retail customers and Resale CLECs according to the calling plan chosen by the end user, and as mandated in the tariffs. UNE CLECs have the flexibility of creating their own unique calling plans or mirroring the BellSouth calling plans. Therefore, BellSouth provides the UNE CLECs with call data, strictly as it is recorded within the BellSouth switches.*

AMENDMENT
TO THE
INTERCONNECTION AGREEMENT BETWEEN
AENEAS COMMUNICATIONS LLC AND
BELLSOUTH TELECOMMUNICATIONS, INC.

Pursuant to this Amendment, (the "Amendment"), Aeneas Communications, LLC and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated January 9, 2001 ("Agreement").

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. Attachment 2, section 10 is augmented to added the following section:

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

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

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

10.4.2.1 Service Level 1 - BellSouth Branding

10.4.2.2 Service Level 2 - Unbranding

10.4.2.3 Service Level 3 - Custom Branding

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

10.4.4 **For Use with an Unbundled Port**

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

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

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

10.4.4.4 BellSouth Branding is the Default Service Level.

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

10.4.4.6 Unbranding - Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by Aeneas to the BellSouth TOPS. These calls are routed to "No Announcement."

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

10.4.4.8 In addition to the branding methods described in this Section, Unbranding and Custom Branding are also available for Directory Assistance, Operator Call Processing or both via Originating Line Number Screening (OLNS) software. When utilizing this method of Unbranding or Custom Branding, Aeneas shall not be required to purchase dedicated trunking.

10.4.4.9 For BellSouth to provide Unbranding or Custom Branding via OLNS software for Operator Call Processing or for Directory Assistance, Aeneas must have its Operating Company Number ("OCN(s)") and telephone numbers reside in BellSouth's LIDB; however, a BellSouth LIDB Storage Agreement is not required. To implement Unbranding and Custom Branding via OLNS software, Aeneas must submit a manual order form which requires, among other things, Aeneas's OCN and a forecast for the traffic volume anticipated for each BellSouth TOPS during the peak busy hour. Aeneas shall provide updates to such forecast on a quarterly basis and at any time such forecasted trafficvolumes are expected to change significantly. Upon Aeneas's purchase of Unbranding or Custom Branding using OLNS software for any particular TOPS, all Aeneas end users served by that TOPS will receive the Unbranded "no announcement" or the Custom Brandedannouncement.

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

10.4.5 **For Facilities Based Carriers**

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

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

10.4.5.3 Directory Assistance customized branding uses:

10.4.5.3.1 the recording of Aeneas;

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

10.4.5.4 Operator Call Processing customized branding uses:

10.4.5.4.1 the recording of Aeneas;

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

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

2. All of the other provisions of the Agreement, dated January 9 , 2001, shall remain in full force and effect.

3. Either or both of the Parties is 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.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

Aeneas Communications LLC	**BellSouth Telecommunications, Inc.**
Signature on File	Signature on File
Signature	Signature
Jonathan Haralan	G. R. Follensbee
Name	Name
CEO	Senior Director
Title	Title
12/11/2001	12/17/2001
Date	Date

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2			Exhibit: 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
	The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to Internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm																
OPERATIONAL SUPPORT SYSTEMS																	
	NOTE: (1) Electronic Service Order: Aeneas should contact its contract negotiator if it prefers the state specific electronic service ordering charges as ordered by the State Commissions. The electronic service ordering charge currently contained in this rate exhibit is the BellSouth regional electronic service ordering charge. Aeneas may elect either the state specific Commission ordered rates for the electronic service ordering charges, or Aeneas may elect the regional electronic service ordering charge.																
	NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEC rate listed in this category. Please refer to BellSouth's Business Rules for Local Ordering (BBR-LO) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the BBR-LO, the listed SOMEC rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth.																
BRANDING - DIRECTORY ASSISTANCE																	
	Facility Based CLEC																
		Recording and Provisioning of DA Custom Branded Announcement			AMT	CBADA		6,000.00	6,000.00								
		Loading of Custom Branded Announcement per DRAM Card/Switch			AMT	CBADC		1,170.00	1,170.00								
	UNEP CLEC																
		Recording of DA Custom Branded Announcement						3,000.00	3,000.00								
		Loading of DA Custom Branded Announcement per DRAM Card/Switch per OCN						1,170.00	1,170.00								
	Unbranding via OLNS for UNEP CLEC																
		Loading of DA per OCN (1 OCN per Order)						420.00	420.00								
		Loading of DA per Switch per OCN						16.00	16.00								
Branding - OPERATOR CALL PROCESSING																	
		Recording of Custom Branded OA Announcement				CBAOS		7,000.00	7,000.00					19.99	19.99	19.99	19.99
		Loading of Custom Branded OA Announcement per Shelf/NAV				CBAOS		500	500					19.99	19.99		
	Unbranding via OLNS for UNEP CLEC																
		Loading of OA per OCN (Regional)						1,200.00	1,200.00								

AMENDMENT
TO THE
AGREEMENT BETWEEN
AENEAS COMMUNICATIONS, LLC
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED JANUARY 9, 2001

Pursuant to this Amendment, (the "Amendment"), Aeneas Communications, LLC, ("Aeneas"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated January 9, 2001 ("Agreement") to be effective upon signature by both parties executing the Amendment.

WHEREAS, BellSouth and Aeneas entered into the Agreement on January 9, 2001, 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 to the rates in Exhibit C of Attachment 2, the rates set forth in Exhibit C version dated 9/6/02, of this Amendment, attached hereto and incorporated herein by this reference.

2. All of the other provisions of the Agreement, dated January 9, 2001, shall remain in full force and effect.

3. Either or both of the Parties is 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.

4. Neither party waives any right to seek clarification from the Commission regarding retroactive application of the rates contained in this Amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

Aeneas Communications, LLC	BellSouth Telecommunications, Inc.
By: SIGNATURE ON FILE	By: SIGNATURE ON FILE
Name: Jonathan V. Harlan	Name: Elizabeth R. A. Shiroishi
Title: CEO	Title: Assistant Director
Date: September 6, 2002	Date: September 9, 2002

AMENDMENT
TO THE
AGREEMENT BETWEEN
AENEAS AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED JANUARY 9, 2001

Pursuant to this Amendment, (the "Amendment"), Aeneas Communications, LLC ("Aeneas") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties dated January 9, 2001 ("Agreement").

WHEREAS, BellSouth and Aeneas entered into the Agreement on January 9, 2001, 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. Attachment 1, Resale, Section 6.6.1 through 6.6.7 is hereby deleted in its entirety and replaced with new Section 6.6.1 through 6.6.7 Deposit Policy, as set forth in Exhibit 1 attached hereto and incorporated herein by this reference.

2. Attachment 7, Billing and Billing Accuracy Certification, Section 1.8, Deposit Policy, is hereby deleted it in its entirety and replaced with a new Section 1.8, Deposit Policy, as set forth in Exhibit 1 attached hereto and incorporated herein by this reference.

3. All of the other terms, conditions, rates and provisions of the Agreement, dated January 9, 2001, shall remain in full force and effect.

4. The Parties agree that all terms, conditions, rates and provisions of the Agreement, dated January 9, 2001, shall remain in full forced and effect for an additional period of six (6) months until July 8, 2003.

5. 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.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives and shall be deemed effective the date of the last signature of both Parties.

Aeneas Communications, LLC	**BellSouth Telecommunications, Inc.**
By: __SIGNATURE ON FILE	By: _SIGNATURE ON FILE_____
Name: _Jonathan V Harlan_____	Name: Elizabeth R. A. Shiroishi____
Title: ____CEO_____	Title: _Assistant Director_____
Date: _____1/8/03_____	Date: _____1/9/03_____

Attachment 1 – Resale

6.6.1 - 6.6.7 - Deposit Policy. Aeneas shall complete the BellSouth Credit Profile and provide information to BellSouth regarding credit worthiness. Based on the results of the credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in BellSouth's sole discretion, some other form of security. The fact that a security deposit has been made in no way relieves Aeneas from complying with BellSouth's regulations as to advance payments. Any such security deposit shall in no way release Aeneas from its obligation to make complete and timely payments of its bill. Aeneas shall pay any applicable deposits prior to the inauguration of service. If, in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security deposit, BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCC-1) security interest in Aeneas's accounts receivables, but shall not exceed the equivalent of two month's gross billing. Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff. Security deposits collected under this Section shall not exceed two months' estimated billing. In the event Aeneas fails to remit to BellSouth any deposit requested pursuant to this Section, service to Aeneas may be terminated, and any security deposits will be applied to Aeneas's account(s).

Attachment 7 - Billing and Billing Accuracy Certification

1.8 - Deposit Policy. Aeneas shall complete the BellSouth Credit Profile and provide information to BellSouth regarding credit worthiness. Based on the results of the credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in BellSouth's sole discretion, some other form of security. Any such security deposit shall in no way release Aeneas from its obligation to make complete and timely payments of its bill. Aeneas shall pay any applicable deposits prior to the inauguration of service. If, in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security deposit, BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCC-1) security interest in Aeneas's accounts receivables, but shall not exceed the equivalent of two month's gross billing. Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff. Security deposits collected under this Section shall not exceed two months' estimated billing. In the event Aeneas fails to remit to BellSouth any deposit requested pursuant to this Section, service to Aeneas may be terminated, and any security deposits will be applied to Aeneas's account(s).

AMENDMENT
TO THE
AGREEMENT BETWEEN
AENEAS COMMUNICATIONS, LLC
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED JANUARY 9, 2001

Pursuant to this Amendment, (the "Amendment"), Aeneas Communications, LLC, ("Aeneas Communications"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated January 9, 2001 ("Agreement") to be effective on the date of the last signature executing the Amendment.

WHEREAS, BellSouth and Aeneas Communications entered into the Agreement on January 9, 2001, 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 delete the terms and conditions of the Line Information Data Base (LIDB) Resale Storage Agreement in Exhibit C of Attachment 1.

2. The Parties agree to add the terms and conditions of the LIDB Resale Storage Agreement, as set forth in Exhibit 1 of this Amendment, to Exhibit C of Attachment 1.

3. The Parties agree to delete the terms and conditions of the Line Information Data Base (LIDB) Facilities Based Storage Agreement in Exhibit A of Attachment 2.

4. The Parties agree to add the terms and conditions of the LIDB Facilities Based Storage Agreement, as set forth in Exhibit 2 of this Amendment, to Exhibit A of Attachment 2.

5. All of the other provisions of the Agreement, dated January 9, 2001, shall remain in full force and effect.

6. Either or both of the Parties is 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.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

Aeneas Communications, LLC	BellSouth Telecommunications, Inc.
By: SIGNATURE ON FILE	By: SIGNATURE ON FILE
Name: Jonathan V Harlan	Name: Elizabeth R. A. Shiroishi
Title: CEO	Title: Director
Date: 03/20/03	Date: 04/01/03

EXHIBIT C

LINE INFORMATION DATA BASE (LIDB)

RESALE STORAGE AGREEMENT

I. Definitions (from Addendum)

A. Billing number - a number used by BellSouth for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.

B. Line number - a ten-digit number assigned by BellSouth that identifies a telephone line associated with a resold local exchange service.

C. Special billing number - a ten-digit number that identifies a billing account established by BellSouth in connection with a resold local exchange service.

D. Calling Card number - a billing number plus PIN number assigned by BellSouth.

E. PIN number - a four-digit security code assigned by BellSouth that is added to a billing number to compose a fourteen-digit calling card number.

F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by Aeneas Communications.

G. Billed Number Screening - refers to the query service used to determine whether a toll billing exception indicator is present for a particular billing number.

H. Calling Card Validation - refers to the query service used to determine whether a particular calling card number exists as stated or otherwise provided by a caller.

I. Billing number information - information about billing number or Calling Card number as assigned by BellSouth and toll billing exception indicator provided to BellSouth by Aeneas Communications.

J. Get-Data - refers to the query service used to determine, at a minimum, the Account Owner and/or Regional Accounting Office for a line number. This query service may be modified to provide additional information in the future.

K. Originating Line Number Screening ("OLNS") - refers to the query service used to determine the billing, screening and call handling indicators, station type and Account Owner provided to BellSouth by Aeneas Communications for originating line numbers.

L. Account Owner - name of the local exchange telecommunications company that is providing dialtone on a subscriber line.

II. General

A. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of Aeneas Communications and pursuant to which BellSouth, its LIDB customers and Aeneas Communications shall have access to such information. In addition, this Agreement sets forth the terms and conditions for Aeneas Communications' provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. Aeneas Communications understands that BellSouth provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of Aeneas Communications, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained herein shall hereby be made a part of this Resale Agreement upon notice to Aeneas Communications' account team and/or Local Contract Manager to activate this LIDB Storage Agreement. The General Terms and Conditions of the Resale Agreement shall govern this LIDB Storage Agreement. The terms and conditions contained in the attached Addendum are hereby made a part of this LIDB Storage Agreement as if fully incorporated herein.

B. BellSouth will provide responses to on-line, call-by-call queries to billing number information for the following purposes:

1. Billed Number Screening

   BellSouth is authorized to use the billing number information to determine whether Aeneas Communications has identified the billing number as one that should not be billed for collect or third number calls.

2. Calling Card Validation

   BellSouth is authorized to validate a 14-digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BellSouth, and where the last four digits (PIN) are a security code assigned by BellSouth.

3. OLNS

   BellSouth is authorized to provide originating line screening information for billing services restrictions, station type, call handling indicators, presubscribed interLATA and local carrier and account owner on the lines of Aeneas Communications from which a call originates.

4. GetData

   BellSouth is authorized to provide, at a minimum, the account owner and/or Regional Accounting Office information on the lines of Aeneas Communications indicating the local service provider and where billing records are to be sent for settlement purposes. This query service may be modified to provide additional information in the future.

5. Fraud Control

   BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BellSouth's LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify Aeneas Communications of fraud alerts so that Aeneas Communications may take action it deems appropriate.

III. Responsibilities of the Parties

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

B. Billing and Collection Customers

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

(1) BellSouth will identify Aeneas Communications end user originated long distance charges and will return those charges to the interexchange carrier as not covered by the existing B&C agreement. Aeneas Communications is responsible for entering into the appropriate agreement with interexchange carriers for handling of long distance charges by their end users.

(2) BellSouth shall have no obligation to become involved in any disputes between Aeneas Communications and B&C Customers. BellSouth will not issue adjustments for charges billed on behalf of any B&C Customer to Aeneas Communications. It shall be the responsibility of Aeneas Communications and the B&C Customers to negotiate and arrange for any appropriate adjustments.

IV. Fees for Service and Taxes

A. Aeneas Communications will not be charged a fee for storage services provided by BellSouth to Aeneas Communications, as described in this LIDB Resale Storage Agreement.

B. Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by Aeneas Communications in accordance with the tax provisions set forth in the General Terms and Conditions of this Agreement.

LINE INFORMATION DATA BASE (LIDB)

FACILITIES BASED STORAGE AGREEMENT

I. Definitions

A. Billing number - a number that Aeneas Communications creates for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.

B. Line number - a ten-digit number that identifies a telephone line administered by Aeneas Communications.

C. Special billing number - a ten-digit number that identifies a billing account established by Aeneas Communications.

D. Calling Card number - a billing number plus PIN number.

E. PIN number - a four-digit security code assigned by Aeneas Communications that is added to a billing number to compose a fourteen-digit calling card number.

F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by Aeneas Communications.

G. Billed Number Screening - refers to the query service used to determine whether a toll billing exception indicator is present for a particular billing number.

H. Calling Card Validation - refers to the query service used to determine whether a particular calling card number exists as stated or otherwise provided by a caller.

I. Billing number information - information about billing number, Calling Card number and toll billing exception indicator provided to BellSouth by Aeneas Communications.

J. Account Owner – name of the local exchange telecommunications company that is providing dialtone on a subscriber line.

K. GetData – refers to the query service used to determine, at a minimum, the Account Owner and/or Regional Accounting Office for a line number. This query service may be modified to provide additional information in the future.

L. Originating Line Number Screening ("OLNS") – refers to the query service used to determine the billing, screening and call handling indicators, station type, and Account Owner provided to BellSouth by Aeneas Communications for originating line numbers.

II. General

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

B. BellSouth will provide responses to on-line, call-by-call queries to local exchange line and/or billing number information for the following purposes:

1. Billed Number Screening

   BellSouth is authorized to use the billing number information to determine whether Aeneas Communications has identified the billing number as one that should not be billed for collect or third number calls.

2. Calling Card Validation

   BellSouth is authorized to validate a 14-digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BellSouth and where the last four digits (PIN) are a security code assigned by BellSouth.

3. OLNS

   BellSouth is authorized to provide originating line screening information for billing and services restrictions, station type, and Account Owner on the lines of Aeneas Communications from which a call originates.

4. GetData

   BellSouth is authorized to provide, at a minimum, the Account Owner and/or Regional Accounting Office information on the lines of Aeneas Communications indicating the local service provider and where billing records are to be sent for settlement purposes. This query service may be modified to provide additional information in the future.

5. Fraud Control

   BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BellSouth's LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify Aeneas Communications of fraud alerts so that Aeneas Communications may take action it deems appropriate.

III. Responsibilities of the Parties

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

B. Billing and Collection Customers

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

1. BellSouth will identify Aeneas Communications' end user originated long distance charges and will return those charges to the interexchange carrier as not covered by the existing B&C agreement with interexchange carriers for handling of long distance charges by their end users.

2. BellSouth shall have no obligation to become involved in any disputes between Aeneas Communications and B&C Customers. BellSouth will not issue

adjustments for charges billed on behalf of any B&C Customer to Aeneas Communications. It shall be the responsibility of Aeneas Communications and the B&C Customers to negotiate and arrange for any appropriate adjustments.

IV. Fees for Service and Taxes

A. Aeneas Communications will not be charged a fee for storage services provided by BellSouth to Aeneas Communications as described in this LIDB Facilities Based Storage Agreement.

B. Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by Aeneas Communications in accordance with the tax provisions set forth in the General Terms and Conditions of this Agreement.

AMENDMENT TO THE AGREEMENT
BETWEEN
AENEAS COMMUNICATIONS, LLC
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED JANUARY 9, 2001

Pursuant to this Amendment, (the "Amendment"), Aeneas Communications, LLC ("Aeneas"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated January 9, 2001 ("Agreement") to be effective 30 days after the date of the last signature executing the Amendment.

WHEREAS, BellSouth and Aeneas entered into the Agreement on January 9, 2001, 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 that all terms, conditions, rates and provisions of the Agreement, dated January 9, 2001, shall remain in full force and effect for an additional period of six (6) months until January 7, 2004.

2. All of the other provisions of the Agreement, dated January 9, 2001, shall remain in full force and effect.

3. Either or both of the Parties is 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.

AMENDMENT TO THE AGREEMENT
BETWEEN
AENEAS COMMUNICATIONS. LLC.
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED JANUARY 9, 2001

Pursuant to this Amendment, (the "Amendment"), Aeneas Communications, LLC. (Aeneas Communications), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated January 9, 2001 ("Agreement") to be effective on the date of the last signature executing the Amendment.

WHEREAS, BellSouth and Aeneas Communications, LLC. entered into the Agreement on January 9, 2001, 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 Aeneas Communications, LLC., contact information detailed in the notices Section 22, of the General Terms and Conditions are hereby replaced with the following:

   Aeneas Communications, LLC.
   Jonathan Harlan
   P.O. Box 277
   Jackson, TN 38302-0277
   Phone: 901-425-9200 X 222
   Fax: 731-554-4440
   E-Mail: jharlan@aeneas.net

2. All of the other provisions of the Agreement, dated January 9, 2001, shall remain in full force and effect.

3. Either or both of the Parties is 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.

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

BellSouth Telecommunications, Inc.

By: _____

Name: Elizabeth R. A. Shiroishi

Title: Director

Date: 7/11/03

Aeneas Communications, LLC.

By: _____

Name: Jonathan V. Harlan

Title:

Date: 6-23-03

Amendment to the Agreement
Between
Aeneas Communications, LLC
and
BellSouth Telecommunications, Inc.
Dated January 9, 2001

Pursuant to this Amendment, (the "Amendment"), Aeneas Communications, LLC (Aeneas Communications), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated January 9, 2001 ("Agreement") to be effective thirty (30) calendar days after the date of the last signature executing the Amendment.

WHEREAS, BellSouth and Aeneas Communications entered into the Agreement on January 9, 2001, 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 the following provision to Attachment 2, Section 4.2 and the associated rates as set forth in Exhibit 1 of this Amendment, attached hereto and incorporated herein by this reference.

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

2. All of the other provisions of the Agreement, dated January 9, 2001, shall remain in full force and effect.

3. 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.

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

BellSouth Telecommunications, Inc.	**Aeneas Communications, LLC**
By:	By:
Name: Kristen E. Rowe	Name: Jonathan V. Harlan
Title: Director	Title: CEO
Date: 6/24/04	Date: 6-11-04

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED LOCAL SWITCHING, PORT USAGE																	
	End Office Switching (Port Usage)																
		End Office Switching Function, Per MOU					0.0008041										
	Tandem Switching (Port Usage) (Local or Access Tandem)																
		Tandem Switching Function Per MOU					0.0009778										
		Tandem Switching Function Per MOU (Melded)					0.000380364										
		Melded Factor: 38.90% of the Tandem Rate															
	Common Transport																
		Common Transport - Per Mile, Per MOU					0.0000064										
		Common Transport - Facilities Termination Per MOU					0.0003871										

Amendment
To the
Interconnection Agreement
Between
Aeneas Communications, LLC
and
BellSouth Telecommunications, Inc.
Dated January 9, 2001

Pursuant to this Amendment, (the "Amendment"), Aeneas Communications, LLC (Aeneas), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated January 9, 2001 ("Agreement") to be effective on the date of the last signature executing the Amendment.

WHEREAS, BellSouth and Aeneas entered into the Agreement on January 9, 2001, and;

WHEREAS, BellSouth and Aeneas are amending the Agreement to modify Local Number Portability (LNP) recovery charge pursuant to the Order in the matter of the Telephone Number Portability BellSouth Corporation Petition for Declaratory Ruling and/or Waiver, CC Docket No. 95-116, released April 13, 2004;

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 delete in their entirety all rate elements and USOCs identified as "Local Number Portability charges" in Exhibit C of Attachment 2, as specified by the following USOCs: LNPCX, LNPCP, LNPCN, and LNPCC.

2. The Parties agree to add the following language to Section 4 as Section 4.1.2 of Attachment 2 and Section 5 as Section 5.4.2.1.4 of Attachment 2:

    - In addition to other charges specified in this Agreement for Local Number Portability Aeneas shall pay to BellSouth the Local Number Portability charges as set forth in Section 13 of the BellSouth FCC No. 1 Tariff;

3. All of the other provisions of the Agreement dated January 9, 2001 shall remain unchanged and 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.

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

BellSouth Telecommunications, Inc.

By: _____

Name: Kristen Rowe

Title: Director

Date: 8/11/04

Aeneas Communications, LLC

By: _____

Name: Jonathan V. Harlan

Title: CEO

Date: 8-1-04

Amendment to the Agreement
Between
Aeneas Communications, LLC
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 January 9, 2001

Pursuant to this Amendment, (the "Amendment"), Aeneas Communications, LLC (Aeneas), 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 January 9, 2001 (Agreement) to be effective thirty (30) calendar days after the date of the last signature executing the Amendment (Effective Date).

WHEREAS, AT&T and Aeneas entered into the Agreement on January 9, 2001, 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. All of the other provisions of the Agreement, dated January 9, 2001, shall remain in full force and effect.

2. 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.

3. 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.

LICENSE AMENDMENT

for

RIGHTS OF WAY (ROW), CONDUITS, AND POLE ATTACHMENTS

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
(Licensor)

And

Aeneas Communications, LLC

(Licensee)

Licensee desires to conduct business in the following area(s):

« AL « KY « LA « MS X TN « FL « GA « NC « SC

Agreement No. TNIC081001

CONTENTS

SECTION PAGE

1	Definitions	1
2	Scope of Amendment	5
3	Requirements and Specifications	9
4	Additional Legal Requirements	17
5	Facilities and Licenses	18
6	Make-Ready Work	20
7	Application Forms and Fees	21
8	Processing of Applications	24
9	Issuance of Licenses	25
10	Construction of Licensee's Facilities	26
11	Use and Routine Maintenance of Licensee's Facilities	28
12	Modification and Replacement of Licensee's Facilities	30
13	Rearrangement of Facilities at Request of Another	30
14	Emergency Repairs and Pole Replacements	32
15	Inspection by AT&T of Licensee's Facilities	32
16	Notice of Noncompliance	32
17	Unauthorized Occupancy or Utilization of AT&T's Facilities	34
18	Removal of Licensee's Facilities	35
19	Fees, Charges, and Billing	35
20	Advance Payment and Imputation	36
21	Assurance of Payment	37
22	Insurance	37
23	Indemnification	39
24	Authorization Not Exclusive	40
25	Assignment of Rights	41
26	Failure to Enforce	41
27	Term of Amendment	41
28	AT&T's Information	42
29	Licensee Information	43
30	Supersedure of Amendment(s)	44

APPENDICES

I	Schedule of Fees, Charges, and Attachment Transfer Rate Schedule
II	Records Maintenance Centers
III	Request to Self-Insure

EXHIBITS

I Administrative Forms and Notices

RIGHTS OF WAY (ROW), CONDUITS AND POLE ATTACHMENTS

This Amendment, together with the terms and conditions of general applicability contained throughout this Amendment, sets forth the terms and conditions under which AT&T shall afford to Licensee access to AT&T's Poles, Ducts, Conduits and Rights of Way, pursuant to the Act. To the extent applicable, this Amendment also sets forth the terms and conditions applicable to request to attach to Joint Use Poles and the relevant defined terms shall be construed to include such Joint Use Poles.

1. DEFINITIONS

Definitions in General. Except as the context otherwise requires, the terms defined in this Section shall, as used herein, have the meanings set forth in this Section 1.

1.1 Anchor. The term Anchor refers to 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, as distinguished from Anchors which are owned and controlled by other persons or entities.

1.2 Anchor/Guy Strand. The term Anchor/Guy Strand refers to 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.

1.3 Application. The process of requesting information related to records, Pole and/or Conduit availability, or make-ready requirements for AT&T 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.

1.4 Communications Act of 1934. The terms Communications Act of 1934 and Communications Act refer to the Communications Act of June 19, 1934, 48 Stat. 1064, as amended, including the provisions codified as 47 U.S.C. Sections 151 et seq. The Communications Act includes the Pole Attachment Act of 1978, as defined in 1.27 following.

1.5 Assigned. The term Assigned, when used with respect to Conduit or Duct space or Poles, refers to 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 or a new entrant, within twelve (12) months of the space being Assigned.

1.6 Available. The term Available, when used with respect to Conduit or Duct space or Poles, refers to any usable space in such Conduit or Duct or on such Pole not assigned to a specific provider at the applicable time.

1.7 Conduit. The term Conduit means a structure containing one or more Ducts, usually placed in the ground, in which cables or wires may be installed.

1.8 Conduit Occupancy. The terms Conduit Occupancy and Occupancy refer to the presence of wire, cable, optical conductors, or other Facilities within any portion of AT&T's Conduit System.

1.9 Conduit System. The term Conduit System refers to any combination of Ducts, Conduits, Manholes, and Handholes joined to form an integrated whole. In this Amendment, the term refers to Conduit Systems owned or controlled by AT&T.

1.10 Cost. The term Cost as used herein refers to charges made by AT&T to Licensee for specific work performed, and shall be (a) the actual charges made by subcontractors to AT&T for work and/or, (b) if the work was performed by AT&T employees, it shall be calculated on an individual case basis, based on the estimated amount of work to be performed.

1.11 Duct. The term Duct refers to a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other Facilities. As used in this Amendment, the term Duct includes Inner-Ducts created by subdividing a Duct into smaller channels.

1.12 Facilities. The terms Facility and Facilities refer to any property or equipment utilized in the provision of telecommunication services.

1.13 The acronym FCC refers to the Federal Communications Commission.

1.14 Handholes. The term Handhole refers to 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.

1.15 Inner-Duct. The term Inner-Duct refers to a pathway created by subdividing a Duct into smaller channels.

1.16 Joint User. The term Joint User refers to a utility which has entered into an Amendment with AT&T providing reciprocal rights of attachment of Facilities owned by each party to the Poles, Ducts, Conduits and Rights of Way owned by the other party.

1.17 Joint Use Pole. A pole not owned by AT&T, but upon which AT&T maintains its Facilities.

1.18 Lashing. The term Lashing refers to the attachment of a Licensee's Sheath or Inner-Duct to a supporting strand.

1.19 License. The term License refers to any License issued pursuant to this Amendment and may, if the context requires, refer to Conduit Occupancy or Pole attachment Licenses issued by AT&T prior to the date of this Amendment.

1.20 Licensee. The term Licensee refers to a person or entity which has entered or may enter into an Amendment or arrangement with AT&T permitting such person or entity to place its Facilities in AT&T's Conduit System or attach its Facilities to AT&T's Poles or Anchors.

1.21 Make-Ready Work. The term Make-Ready Work refers to all work performed or to be performed to prepare AT&T's Conduit Systems, Poles or Anchors and related Facilities for the requested occupancy or attachment of Licensee'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 Licensee's Facilities and not to meet AT&T'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'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 Licensee's Facilities.

1.22 Manhole. The term Manhole refers to 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.

1.23 Occupancy. The term Occupancy shall refer to the physical presence of telecommunication Facilities in a Duct, on a Pole, or within a Right of Way.

1.24 Person Acting on Licensee's Behalf. The terms Person Acting on Licensee's Behalf, personnel performing work on Licensee's behalf, and similar terms include both natural persons and firms and ventures of every type, including, but not limited to, corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms Person Acting on Licensee's Behalf, personnel performing work on Licensee's behalf, and similar terms specifically include, but are not limited to, Licensee, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request of or as directed by Licensee and their respective officers, directors, employees, agents, and representatives.

1.25 Person Acting on AT&T's Behalf. The terms Person Acting on AT&T's Behalf, personnel performing work on AT&T's behalf, and similar terms include both natural persons and firms and ventures of every type, including but not limited to corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms Person Acting on AT&T's Behalf, personnel performing work on AT&T's behalf, and similar terms specifically include, but are not limited to, AT&T, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request or on behalf of AT&T and their respective officers, directors, employees, agents, and representatives.

1.26 Pole. The term Pole refers to both utility Poles and Anchors but only to those utility Poles and Anchors owned or controlled by AT&T, and does not include utility Poles or Anchors with respect to which AT&T has no legal authority to permit attachments by other persons or entities.

1.27 Pole Attachment Act. The terms Pole Attachment Act and Pole Attachment Act of 1978 refer to those provisions of the Communications Act of 1934, as amended, now codified as 47 U.S.C. § 224.

1.28 Pre-License Survey. The term Pre-License Survey refers to 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 Licensee's Facilities and to determine what Make-Ready Work, if any, is required to prepare the Pole, Conduit or Conduit System to accommodate Licensee's Facilities.

1.29 Right of Way (ROW). The term Right of Way/Rights of Way refer(s) to 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 Right of Way 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.

1.30 Sheath. The term Sheath refers to a single outer covering containing communications wires, fibers, or other communications media.

1.31 Spare Capacity. The term Spare Capacity refers to 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, Licensee, or a Third Party for maintenance, repair, or emergency restoration.

1.32 State. When capitalized, the term "State" (as used in terms such as "this State") refers to the State, for which this Amendment applies.

1.33 Third Party. The terms Third Party and Third Parties refer to persons and entities other than Licensee and AT&T. Use of the term Third Party does not signify that any such person or entity is a party to this Amendment or has any contractual rights hereunder.

2. SCOPE OF AMENDMENT

2.1 Undertaking of AT&T. AT&T shall provide Licensee with equal and nondiscriminatory access to Pole space, Conduits, Ducts, and Rights of Way on terms and conditions equal to those provided by AT&T to itself or to any other telecommunications service provider. Further, AT&T shall not withhold or delay assignment of such Facilities to Licensee because of the potential or forecasted needs of itself or other parties.

2.2 Attachments and Occupancies Authorized by this Amendment. AT&T shall issue one or more Licenses to Licensee authorizing Licensee to attach Facilities to AT&T's owned or controlled Poles and to place Facilities within AT&T's owned or controlled Conduits, Ducts or Rights of Way under the terms and conditions set forth in this Section and the Telecommunications Act of 1996.

2.2.1 Unless otherwise provided herein, authority to attach Facilities to AT&T's owned or controlled Poles, to place Facilities within AT&T's owned or controlled Conduits, Ducts or Rights of Way shall be granted only in individual Licenses granted under this Amendment and the placement or use of such Facilities shall be determined in accordance with such Licenses and procedures established in this Amendment.

2.2.2 Licensee agrees that its attachment of Facilities to AT&T's owned or controlled Poles, occupancy of AT&T's owned or controlled Conduits, Ducts or Rights of Way shall take place pursuant to the licensing procedures set forth herein, and AT&T agrees that it shall not unreasonably withhold or delay issuance of such Licenses.

2.2.3 Licensee may not sublease or otherwise authorize any Third Party to use any part of the AT&T Facilities licensed to Licensee under this Amendment, except that Licensee may lease its own Facilities to Third Parties, or allow affiliates to overlash cables to Licensee cables. Notwithstanding the above, upon notice to AT&T, Licensee may permit Third Parties who have an Amendment with AT&T to overlash to existing Licensee attachments in accordance with the terms and conditions of such Third Party's Amendment with AT&T, and Licensee may lease dark fiber to a Third Party.

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

2.4 Access and Use of Rights-of-Way. AT&T acknowledges that it is required by the Telecommunications Act of 1996 to afford Licensee access to and use of all associated Rights of Way to any sites where AT&T's owned or controlled Poles, Manholes, Conduits, Ducts or other parts of AT&T's owned or controlled Conduit Systems are located.

2.4.1 AT&T shall provide Licensee with access to and use of such Rights of Way to the same extent and for the same purposes that AT&T may access or use such Rights of Way, 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 Amendment with a Third Party under which AT&T holds such rights expressly or impliedly grants AT&T the right to provide such rights to others.

2.4.2 Where AT&T notifies Licensee that AT&T's Amendment with a Third Party does not expressly or impliedly grant AT&T the ability to provide such access and use rights to others, upon Licensee's request, AT&T will use its best efforts to obtain the owner's consent and to otherwise secure such rights for Licensee. Licensee agrees to reimburse AT&T for the reasonable and demonstrable costs incurred by AT&T in obtaining such rights for Licensee.

2.4.3 In cases where a Third Party Amendment does not grant AT&T the right to provide access and use rights to others as contemplated in 2.4.1 and AT&T, despite its best efforts, is unable to secure such access and use rights for Licensee in accordance with 2.4.2, or, in the case where Licensee elects not to invoke its rights under 2.4.1 or 2.4.2, Licensee shall be responsible for obtaining such permission to access and use such Rights of Way. AT&T shall cooperate with Licensee in obtaining such permission and shall not prevent or delay any Third Party assignment of ROW's to Licensee.

2.4.4 Where AT&T has any ownership or Rights of Way to buildings or building complexes, or within buildings or building complexes, AT&T shall offer to Licensee through a License or other attachment.

2.4.4.1 The right to use any available space owned or controlled by AT&T in the building or building complex to install Licensee equipment and Facilities; and

2.4.4.2 Ingress and egress to such space.

2.4.5 Except to the extent necessary to meet the requirements of the Telecommunications Act of 1996, neither this Amendment nor any License granted hereunder shall constitute a conveyance or assignment of any of either party's rights to use any public or private Rights of Way, and nothing contained in this Amendment 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 Rights of Way.

2.5 No Effect on AT&T's Right to Convey Property. Nothing contained in this Amendment or in any License issued hereunder shall in any way affect the right of AT&T 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 Licensee has attached or placed Facilities pursuant to Licenses issued under this Amendment provided however that AT&T shall give Licensee reasonable advance written notice of such intent to convey.

2.6 No Effect on AT&T's Rights to Manage its Own Facilities. This Amendment shall not be construed as limiting or interfering with AT&T's rights set forth below, except to the extent expressly provided by the provisions of this Amendment or Licenses issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations:

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

2.6.2 To enter into new Amendments or arrangements with other persons or entities permitting them to attach or place their Facilities to or in AT&T's Poles, Conduits or Ducts; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new Amendments or arrangements shall not substantially interfere with Licensee's Pole attachment, Conduit Occupancy or ROW use, rights provided by Licenses issued pursuant to this Amendment.

2.7 No Effect on Licensee's Rights to Manage its Own Facilities. This Amendment shall not be construed as limiting or interfering with Licensee's rights set forth below, except to the extent expressly provided by the provisions of this Amendment or Licenses issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations:

2.7.1 To locate, relocate, move, replace, modify, maintain, and operate its own Facilities within AT&T's Conduits, Ducts or Rights of Way or its Facilities attached to AT&T's Poles at any time and in any reasonable manner which Licensee deems appropriate to serve its customers, avail itself of new business opportunities, or otherwise meet its business needs; or

2.7.2 To enter into new Amendments or arrangements with other persons or entities permitting Licensee to attach or place its Facilities to or in such other persons' or entities' Poles, Conduits or Ducts, or Rights of Way; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new Amendments or arrangements shall not conflict with Licensee's obligations under Licenses issued pursuant to this Amendment.

2.8 No Right to Interfere with Facilities of Others. The provisions of this Amendment or any License issued hereunder shall not be construed as authorizing either party to this Amendment 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 Amendment or any License issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations.

2.8.1 Licensee acknowledges that the Facilities of persons or entities other than AT&T and Licensee may be attached to or occupy AT&T's Poles, Conduits, Ducts and Rights of Way.

2.8.2 AT&T shall not attach, or give permission to any third parties to attach Facilities to, existing Licensee Facilities without Licensee's prior written consent. If AT&T becomes aware of any such unauthorized attachment to Licensee Facilities, AT&T shall use its best efforts to rectify the situation as soon as practicable.

2.8.3 With respect to Facilities occupied by Licensee or the subject of an Application for attachment by Licensee, AT&T will give to Licensee 60 days' written notice for Conduit extensions or reinforcements, 60 days' written notice for Pole line extensions, 60 days' written notice for Pole replacements, and 60 days' written notice of AT&T's intention to construct, reconstruct, expand or place such Facilities or of AT&T's intention not to maintain or use any existing Facility. Where AT&T elects to abandon or remove AT&T Facilities, the Facilities will be offered to existing occupants on a first-in, first-right to maintain basis. The party first electing to exercise this option will be required to execute the appropriate Amendment with AT&T to transfer (purchase Amendment) ownership from AT&T to new party, subject to then-existing licenses pertaining to such Facilities. If no party elects to maintain such Facilities, all parties will be required to remove their existing Facilities within ninety (90) days of written notice from AT&T. If an emergency or provisions of an applicable joint use Amendment require AT&T to construct, reconstruct, expand or replace Poles, Conduits or Ducts occupied by Licensee or the subject of an Application for attachment by Licensee, AT&T will notify Licensee as soon as reasonably practicable of such proposed construction, reconstruction, expansion or replacement to enable Licensee, 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 Licensee.

2.8.4 Upon request and at Licensee's expense, AT&T 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 retains salvage rights on any cable removed. It order to safeguard its structures and Facilities, AT&T reserves the right to remove retired cables and is under no obligation to allow Licensee 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.

2.8.5 Assignment of Space. Assignment of space on Poles, in Conduits or Ducts and within ROW's will be made pursuant to Licenses granted by AT&T on an equal basis to AT&T, Licensee and other telecommunication service providers.

3. REQUIREMENTS AND SPECIFICATIONS

3.1 Published Standards Incorporated in this Section by Reference. Licensee 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, each of which is incorporated by reference as part of this Section :

3.1.1 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";

3.1.2 The National Electrical Code (NEC); and

3.1.3 The National Electrical Safety Code (NESC).

3.2 Changes in Published Standards. Licensee agrees to rearrange its Facilities in accordance with changes in the standards published in the publications specified in Article 3.1 of this Amendment if required by law to do so or upon the mutual Amendment of the parties.

3.3 Additional Electrical Design Specifications. Licensee agrees that, in addition to specifications and requirements referred to in Article 3.1 above, Licensee's Facilities placed in AT&T's Conduit System shall meet all of the following electrical design specifications:

3.3.1 No Facility shall be placed in AT&T's Conduit System in violation of FCC regulations.

3.3.2 Licensee's Facilities placed in AT&T's Conduit System shall not be designed to use the earth as the sole conductor for any part of Licensee's circuits.

3.3.3 Licensee's Facilities carrying more than 50 volts AC (rms) to ground or 135 volts DC to ground shall be enclosed in an effectively grounded Sheath or shield.

3.3.4 No coaxial cable of Licensee shall occupy a Conduit System containing AT&T's cable unless such cable of Licensee meets the voltage limitations of Article 820 of the National Electrical Code.

3.3.5 Licensee's coaxial cable may carry continuous DC voltages up to 1800 volts to ground where the conductor current will not exceed one-half amperes and where such cable has two 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.

3.3.6 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.

3.4 Additional Physical Design Specifications. Licensee's Facilities placed in AT&T's Conduit System must meet all of the following physical design specifications:

3.4.1 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's Conduit or Ducts.

3.4.2 The integrity of AT&T's Conduit System and overall safety of AT&T's personnel and other personnel working in AT&T's Conduit System requires that "dielectric cable" be required when Licensee'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.

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

3.5 Additional Specifications Applicable to Connections. The following specifications apply to connections of Licensee's Conduit to AT&T's Conduit System:

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

3.5.2 AT&T may monitor, at Licensee's expense, the entrance and exit of Licensee's Facilities into AT&T's Manholes and the placement of Licensee's Facilities in AT&T's Manholes.

3.5.3 If Licensee constructs or utilizes a Duct connected to AT&T's Manhole, the Duct and all connections between that Duct and AT&T's Manhole shall be sealed, to the extent practicable, to prevent the entry of gases or liquids into AT&T's Conduit System. If Licensee'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's Conduit System.

3.6 Requirements Relating to Personnel, Equipment, Material, and Construction Procedures Generally. Duct clearing, rodding or modifications required to grant Licensee access to AT&T's Conduit Systems may be performed by AT&T at Licensee's expense at charges which represent AT&T's actual costs. Alternatively (at Licensee's option) such work may be performed by a contractor who demonstrates compliance with AT&T certification requirements, which certification requirements shall be consistent with F.C.C. rules. The parties acknowledge that Licensee, its contractors, and other persons acting on Licensee's behalf will perform work for Licensee (e.g., splicing Licensee's Facilities) within AT&T's Conduit System. Licensee represents and warrants that neither Licensee nor any Person Acting on Licensee's Behalf shall permit any person to climb or work on or in any of AT&T's Poles or to enter AT&T's Manholes or work within AT&T'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.

3.6.1 Licensee's Facilities within AT&T's Conduit System shall be constructed, placed, rearranged, modified, and removed upon receipt of License specified in 5.1. However, no such License will be required for the inspection, maintenance, repair or non-physical modifications of Licensee's Facilities.

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

3.6.3 Personnel performing work on AT&T's or Licensee's behalf in AT&T'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's Conduit System.

3.6.4 Personnel performing work on AT&T's or Licensee's behalf within AT&T'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.

3.6.5 All of Licensee's Facilities shall be firmly secured and supported in accordance with BellCore and industry standards.

3.6.6 Identification of Facilities in Conduit/Manholes. Licensee's Facilities shall be plainly identified with Licensee's name in each Manhole with a firmly affixed permanent tag that meets standards set by AT&T for its own Facilities.

3.6.6.1 Identification of Pole Attachments. Licensee's Facilities attached to AT&T Poles shall be plainly identified with Licensee's name firmly affixed at each Pole by a permanent tag that meets industry standards.

3.6.7 Manhole pumping and purging required in order to allow Licensee's work operations to proceed shall be performed by a vendor approved by AT&T in compliance with AT&T 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.

3.6.8 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.

3.6.9 Any leak detection liquid or device used by Licensee or personnel performing work on Licensee's Facilities within AT&T's Conduit System shall be of a type approved by AT&T or BellCore.

3.6.10 When Licensee or personnel performing work on Licensee's behalf are working within or in the vicinity of any part of AT&T's Poles or Conduit System which is located within, under, over, or adjacent to streets, highways, alleys or other traveled Rights of Way, Licensee and all personnel performing work on Licensee's behalf shall follow procedures which Licensee deems appropriate for the protection of persons and property. Licensee shall be responsible, at all times, for determining and implementing the specific steps required to protect persons and property at the site. Licensee will provide all traffic control and warning devices required to protect pedestrian and vehicular traffic, workers and property from danger. AT&T shall have no responsibility for the safety of personnel performing work on Licensee'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 reserves the right to suspend Licensee's activities on, in or in the vicinity of AT&T's Poles or Conduit System if, in AT&T's reasonable judgment, any hazardous condition arises due to the activity (including both acts and omissions) of Licensee or any personnel performing work on Licensee's behalf, which suspension shall cease when the condition has been rectified.

3.6.11 Except for protective screens, no temporary cover shall be placed by Licensee or personnel performing work on Licensee's behalf over an open Manhole unless it is at least four feet above the surface level of the Manhole opening.

3.6.12 Smoking or the use of any open flame is prohibited in AT&T's Manholes, in any other portion of AT&T's Conduit System, or within 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.

3.6.13 Artificial lighting, when required, will be provided by Licensee. Only explosion-proof lighting fixtures shall be used.

3.6.14 Neither Licensee nor personnel performing work on Licensee's behalf shall allow any combustible gas, vapor, liquid, or material to accumulate in AT&T's Conduit System (including any Manhole) during work operations performed within or in the vicinity of AT&T's Conduit System.

3.6.15 Licensee will abide by any laws, regulations or ordinances regarding the use of spark producing tools, equipment or devices in AT&T's Manholes, in any other portions of AT&T's Conduit System, or within 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.

3.7 Opening of Manholes. The following requirements apply to the opening of AT&T's Manholes and the authority of AT&T personnel present when work on Licensee's behalf is being performed within or in the vicinity of AT&T's Conduit System.

3.7.1 AT&T's Manholes shall be opened only as permitted by AT&T's authorized employees or agents, which permission shall not be unreasonably denied or delayed.

3.7.2 Licensee shall notify AT&T forty-eight (48) hours in advance of any routine work operation requiring entry into any of AT&T's Manholes.

3.7.3 Licensee shall be responsible for obtaining any necessary authorization from appropriate authorities to open Manholes for Conduit work operations therein.

3.7.4 AT&T's authorized employee or agent shall not direct or control the conduct of Licensee's work at the work site. The presence of AT&T's authorized employee or agent at the work site shall not relieve Licensee or personnel performing work on Licensee's behalf of their responsibility to conduct all work operations within AT&T's Conduit System in a safe and workmanlike manner.

3.7.5 Although AT&T's authorized employee or agent shall not direct or control the conduct of Licensee's work at the work site, AT&T's employee or agent shall have the authority to suspend Licensee's work operations within AT&T's Conduit System if, in the reasonable discretion of such AT&T employee or agent, it appears that any hazardous conditions arise or any unsafe practices are being followed by Licensee or personnel performing work on Licensee's behalf.

3.8 OSHA Compliance: Notice to AT&T of Unsafe Conditions. Licensee agrees that:

3.8.1 Its Facilities shall be constructed, placed, maintained, repaired, and removed in accordance with the Occupational Safety and Health Act (OSHA) and all rules and regulations promulgated thereunder,

3.8.2 All persons acting on Licensee's behalf, including but not limited to Licensee's employees, agents, contractors, and subcontractors shall, when working on or within AT&T's Poles or Conduit System, comply with OSHA and all rules and regulations thereunder;

3.8.3 Licensee shall establish appropriate procedures and controls to assure compliance with all requirements of this section; and

3.8.4 Licensee (and any Person Acting on Licensee's Behalf) may report unsafe conditions on, in or in the vicinity of AT&T's Poles or Conduit System to AT&T.

3.9 Compliance with Environmental Laws and Regulations. Licensee acknowledges that, from time to time, environmental contaminants may enter AT&T's Conduit System and accumulate in Manholes or other Conduit Facilities and those certain Conduits (transite) are constructed with asbestos-containing materials. If AT&T has knowledge of the presence of such contaminants in a Conduit for which Licensee has applied for or holds a License, AT&T will promptly notify Licensee of such fact.

Notwithstanding any of AT&T's notification requirements in this Attachment, Licensee acknowledges that some of AT&T'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, Licensee 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. AT&T makes no representations to Licensee or personnel performing work on Licensee's behalf that AT&T's Conduit System or any specific portions thereof will be free from environmental contaminants at any particular time. The acknowledgments and representations set forth in the two preceding sentences are not intended to relieve AT&T of any liability which it would otherwise have under applicable law for the presence of environmental contaminants in its Conduit Facilities. Licensee agrees to comply with the following provisions relating to compliance with environmental laws and regulations:

3.9.1 Licensee'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).

3.9.2 All persons acting on Licensee's behalf, including but not limited to Licensee's employees, agents, contractors, and subcontractors, shall, when working on, within or in the vicinity of AT&T'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.

3.9.3 Licensee shall establish appropriate procedures and controls to assure compliance with all requirements of this section. AT&T 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 pursuant to this section will be provided in a timely manner.

3.9.4 Licensee and all personnel performing work on Licensee's behalf shall comply with such standards and practices as AT&T and Licensee may from time to time mutually agree to adopt to comply with environmental laws and regulations including, without limitation, AT&T Practice Sec. 620-145-011BT, "Manhole Contaminants, Water, Sediment or Debris Removal and Reporting Procedures". Pursuant to this practice, neither Licensee nor AT&T nor personnel performing work on either party's behalf shall discharge water or any other substance from any AT&T 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 premises for storage or disposal.

3.10 Compliance with Other Governmental Requirements. Licensee agrees that its Facilities attached to AT&T'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. Licensee 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. Licensee shall establish appropriate procedures and controls to assure such compliance by all persons acting on Licensee's behalf, including but not limited to, Licensee's employees, agents, contractors, and subcontractors.

3.11 Differences in Standards or Specifications. To the extent that there may be differences in any applicable standards or specifications referred to in this Article 3, the most stringent standard or specification shall apply.

3.12 Licensee Solely Responsible for the Condition of Its Facilities. Licensee 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 shall have no duty to Licensee to inspect or monitor the condition of Licensee's Facilities (including but not limited to splices and other Facilities connections) located within AT&T's Conduit and Ducts or any attachment of Licensee's Facilities to AT&T's Poles, Anchors, Anchor/Guy Strands or other Pole Facilities. AT&T may, however, conduct such inspections and audits of its Poles and Conduit System as AT&T determines reasonable or necessary. Such inspection and audits shall be conducted at AT&T's expense with the exception of (1) follow-up inspection to confirm remedial action after an observed Licensee violation of the requirements of this Amendment; and (2) inspection of Licensee Facilities in compliance with a specific mandate of appropriate governmental authority for which inspections the Cost shall be borne by Licensee. Either party may audit the other party's compliance with the terms of this Section. 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.

3.13 Efficient use of Conduit. AT&T 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.

4 ADDITIONAL LEGAL REQUIREMENTS

4.1 Third Party Property Owners. Licenses granted under this Section authorize Licensee to place Facilities in, or attach Facilities to, Poles, Conduits and Ducts owned or controlled by AT&T but do not affect the rights of landowners to control terms and conditions of access to their property.

4.1.1 Licensee agrees that neither Licensee nor any persons acting on Licensee's behalf, including but not limited to Licensee's employees, agents, contractors, and subcontractors, shall engage in any conduct which damages public or private property in the vicinity of AT&T'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 Licensee'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 Licensee's behalf is in progress, or failure to restore the property to a safe condition after such work has been completed).

4.2 Required Permits, Certificates and Licenses. Licensee 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.

4.2.1 Licensee shall not attach or place its Facilities to or in AT&T's Poles, Conduit or Duct located on any property for which it or AT&T has not first obtained all required authorizations.

4.2.2 AT&T shall have the right to request evidence that all appropriate authorizations have been obtained. However, such request shall not delay AT&T's Pre-License Survey work.

4.3 Lawful Purposes. All Facilities placed by Licensee in AT&T's Conduit and Ducts or on AT&T's Poles, Anchors or Anchor/Guy Strands must serve a lawful purpose and the uses made of Licensee'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, Licensee shall not utilize any Facilities occupying or attached to AT&T'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.

5. FACILITIES AND LICENSES

5.1 Licenses Required. Before placing any Facilities in AT&T's Conduits or Ducts or attaching any Facilities to AT&T's Poles, Anchors or Anchor/Guy Strands, Licensee must first apply for and receive a written License from AT&T.

5.2 Provision of Records and Information to Licensee. In order to obtain information regarding Facilities, Licensee shall make a written request to AT&T, 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 shall provide Licensee with information regarding the types, quantity and location (which may be provided by provision of route maps) and availability of AT&T Poles, Conduit and right-of-way located within the geographic area specified by Licensee. Provision of information under the terms of this section shall include the right of Licensee employees or agents to obtain copies of engineering records or drawings which pertain to those Facilities within the geographic area identified in Licensee's request. Such copies of records shall be provided to Licensee via courier at the expense of Licensee or otherwise available at the records location center set forth in Exhibit II. However, all requests for copies of records shall be submitted to the Competitive Structures Provisioning Center in Birmingham, Alabama. The costs of producing and mailing copies of records, which are to be paid by Licensee, are on an individual case basis. The components which make up the total costs are actual:

1) AT&T employee costs based on the time spent researching, reviewing and copying records
2) Copying costs
3) Shipping costs

5.3 No Warranty of Record Information. Licensee acknowledges that records and information provided by AT&T pursuant to paragraph 5.2 may not reflect field conditions and that physical inspection is necessary to verify presence and condition of outside plant Facilities and Right of Way. In providing such records and information, AT&T assumes no liability to Licensee or any Third Party for errors/omissions contained therein.

5.4 Determination of Availability. AT&T shall provide Pole, Conduit and right-of-way availability information in response to a request from Licensee which identifies with reasonable specificity the Facilities for which such information is desired. If such request includes Joint Use Pole(s) AT&T shall respond with respect to such Joint Use Pole(s) as to what Make-Ready Work is required for AT&T's Facilities, only. Notwithstanding any other provision, AT&T shall not determine space availability upon any Joint Use Pole(s). Licensee may elect to be present at any field based survey of Facilities identified pursuant to this paragraph and AT&T shall provide Licensee at least forty-eight (48) hours notice prior to initiating such field survey. Licensee employees or agents shall be permitted to enter AT&T 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, with an AT&T representative present and at Licensee's expense.

5.5 Assignment of Conduit, Duct and Pole Space. AT&T shall not unreasonably deny or delay issuance of any License and, in any event, AT&T 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.

5.5.1 No Make-Ready Work Required. If AT&T determines that no Make-Ready Work is required, AT&T 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 45 days after AT&T receives Licensee's Application, which period shall exclude any time AT&T is awaiting a response from Licensee.

5.5.2 Make-Ready Work Required. If Make-Ready Work is to be performed by AT&T, such available space shall remain in effect until make-ready costs are presented to Licensee and approval by Licensee pursuant to the time frames herein stated in 6.2. If Licensee approves AT&T's make-ready costs, Licensee shall have twelve (12) months from the date of Application approval to install its Facilities.

If Licensee rejects AT&T's costs for Make-Ready Work, but then elects to perform the Make-Ready Work itself or through a contractor or if Licensee elects from the time of Application to perform the Make-Ready Work itself or through a contractor, Licensee shall install its Facilities within twelve (12) months from the date that Licensee informs AT&T that Licensee will perform Make-Ready Work. In the event Licensee does not install its Facilities within the time frames set out in this Section 5.5, the assignment shall be void and such space shall become available.

6. MAKE-READY WORK

6.1 Work Performed by AT&T. If performed by AT&T, Make-Ready Work to accommodate Licensee's Facilities on Poles, Joint Use Pole(s) or in Conduit System shall be included in the normal work load schedule of AT&T 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 in the ordinary course of AT&T's business.

6.1.1 If Licensee desires Make-Ready Work to be performed on an expedited basis and AT&T agrees to perform the work on such a basis, AT&T shall recalculate the estimated make-ready charges. If Licensee accepts AT&T's offer, Licensee shall pay such additional charges.

6.2 All charges for Make-Ready Work, including work on Joint Use Pole(s), performed by AT&T are payable in advance, with the amount of any such advance payment to be due within sixty (60) days after receipt of an invoice from AT&T. AT&T will begin Make-Ready Work required to accommodate Licensee after receipt of Licensee's make-ready payment.

6.3 Work Performed by Certified Contractor. In lieu of obtaining performance of Make-Ready Work by AT&T, Licensee at its option may arrange for the performance of such work by a contractor certified by AT&T to work on or in its Facilities. Certification shall be granted based upon reasonable and customary criteria employed by AT&T in the selection of its own contract labor. Notwithstanding any other provisions of this Section, Licensee may not employ a contractor to accomplish Make-Ready Work if AT&T is likewise precluded from contractor selection under the terms of an applicable joint use Amendment or collective bargaining Amendment. In accordance with section 3.6.7, all Manhole pumping and purging shall be performed by a vendor approved by AT&T.

6.4 Completion of Make-Ready Work. AT&T will issue a License to Licensee at the time all Make-Ready Work necessary to Licensee's attachment or occupancy has been completed.

7. APPLICATION FORM AND FEES

7.1 Application Process. To apply for a License under this Attachment, Licensee shall submit the appropriate AT&T administrative form(s), per Exhibit 1, (two (2) sets of each and either a route map specifically indicating Licensee desired route or engineered drawings are to be included). Licensee has the option of (1) requesting copies of AT&T records only, (2) requesting a records and/or field survey to determine availability, and/or (3) requesting a make-ready estimate. Any Joint Use Pole(s) included in such a request shall be included in the records/field survey and make-ready 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 has determined that Make-Ready Work is not required. Licensee shall submit with Licensee's License Application a proposed or estimated construction schedule as set forth below in Section 10.

AT&T will process License Applications in the order in which they are received; provided, however, that when Licensee has multiple Applications on file with AT&T, Licensee may designate its desired priority of completion of pre-licenses and Make-Ready Work with respect to all such Applications.

7.1.1 Each Application for a License under this Section shall specify the proposed route of Licensee's Facilities and identify the Conduits and Ducts or Poles, Joint Use Pole(s) and Pole Facilities along the proposed route in which Licensee desires to place or attach its Facilities, and describe the physical size, weight and jacket material of the cable which Licensee desires to place in each Conduit or Duct or the number and type of cables, apparatus enclosures and other Facilities which Licensee desires to attach to each Pole or Joint Use Pole.

7.1.2 Each Application for a License under this Section shall be accompanied by a proposed (or estimated) construction schedule containing the information specified below in 10.1 of this Amendment, and an indication of whether Licensee will, at its option, perform its own Make-Ready Work.

7.2 Multiple Cables, Multiple Services, Lashing or Placing Additional Cables, and Replacement of Facilities. Licensee may include multiple cables in a single License Application and multiple services (e.g., CATV and non-CATV services) may be provided by Licensee in the same cable Sheath. Licensee's Lashing additional cable to existing Facilities and placing additional cables in Conduits or Ducts already occupied by Licensee's Facilities shall be permitted, and no additional fees will be applied; provided, however, that if Licensee desires to lash additional cable to existing Facilities of a Third Party, Licensee shall provide AT&T with reasonable notice, and shall obtain written permission from the owner of the existing Facilities. If AT&T determines that the requested Lashing would violate safety or engineering requirements, AT&T shall provide written notice to Licensee within a reasonable time specifying in detail AT&T's findings. If Licensee 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, Licensee 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'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 Poles.

7.3 Each party hereby designates the employees named below as their single point of contact for any and all purposes of this Section, including, but not limited to, processing Licenses and Applications and providing records and information. Each party may at any time designate a new point of contact by giving written notice of such change.

	Notices	**Billing Address**
To Licensee as follows:		
Contact	**Jonathan V. Harlan**	**Jonathan V. Harlan**
Title	CEO	CEO
Company	**Aeneas Communications**	**Aeneas Communications**
Address	300 N Cumberland	300 N Cumberland
Address		
City, State, and Zip Code	Jackson, TN 38301	Jackson, TN 38301
Telephone	731 554 9200	731 554 9200
Facsimile	731 554 4440	731 554 4440
with a copy to:		
and to Licensor as follows:		
Contact	Arthur B. Williams	
Title	Manager	
Company	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	
Address	North W3D2	
Address	3535 Colonnade Parkway	
City, State, and Zip Code	Birmingham, AL 35243	
Telephone	(205) 977-5068	
Facsimile	(205) 977-7997	

8. PROCESSING OF APPLICATIONS (INCLUDING PRELICENSE SURVEYS AND FIELD INSPECTIONS)

8.1 Licensee's Priorities. When Licensee has multiple Applications on file with AT&T, Licensee shall designate its desired priority of completion of Pre-License Surveys and Make-Ready Work with respect to all such Applications.

8.2 Prelicense Survey. After Licensee 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's Poles, Anchors and Anchor/Guy Strands, or Conduit System, in their present condition, can accommodate Licensee's Facilities, without substantially interfering with the ability of AT&T or any other authorized person or entity to use or access the Pole, Anchor or Anchor/Guy Strand or any portion of AT&T's Conduit System or Facilities attached to AT&T's Pole or placed within or connected to AT&T's Conduit System. If Pre-License Survey is to be conducted by AT&T, AT&T will provide Licensee a Cost, based on its review of Licensee's Application request, to perform the Pre-License Survey. AT&T will submit to Licensee costs to complete the Pre-License Survey; after receipt of Licensee's payment of Pre-License Survey costs, AT&T will schedule the survey. If Licensee gives its prior written consent in writing, the determination of Duct availability may include the rodding of Ducts at Licensee's expense.

8.2.1 The purpose of the Pre-License Survey is to determine whether Licensee's proposed attachments to AT&T's Poles or occupancy of AT&T's Conduit and Ducts will substantially interfere with use of AT&T's Facilities by AT&T and others with Facilities occupying, connected or attached to AT&T's Pole or Conduit System and to determine what Make-Ready Work is required to accommodate Licensee's Facilities on AT&T's Poles, Joint Use Pole(s), or Conduit, Duct, or Right-of-Way and the cost associated with AT&T performing such Make-Ready Work and to provide information to Licensee for its determination of whether the Pole, Anchor, Anchor/Guy Strand, Conduit, Duct, or Right-of-Way is suitable for its use.

8.2.2 Based on information provided by AT&T, Licensee shall determine whether AT&T's Pole, Anchor, Anchor/Guy Strand, Conduit and Duct Facilities are suitable to meet Licensee's needs.

8.2.3 AT&T may not unreasonably refuse to continue to process an Application based on AT&T's determination that Licensee's proposed use of AT&T's Facilities will not be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws. Licensee 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. Licensee acknowledges that AT&T is not explicitly or implicitly warranting to Licensee that Licensee's proposed use of AT&T's Facilities will be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws.

8.3 Administrative Processing. 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 and/or other Licensed Facilities) will be performed by AT&T at Licensee's expense. Anything to the contrary herein notwithstanding, AT&T shall bear no responsibility for the relocation, rearrangement or removal of Facilities used for the transmission or distribution of electric power.

9. ISSUANCE OF LICENSES

9.1 Obligation to Issue Licenses. AT&T shall issue a License to Licensee pursuant to this Article 5.1. AT&T and Licensee 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 Licensee may have under the provisions of any applicable federal or state laws or regulations governing access to AT&T's Poles, Conduits and Ducts, to the extent the same are not inconsistent with the Telecommunications Act of 1996. Each License issued hereunder shall be for an indefinite term, subject to Licensee's compliance with the provisions applicable to such License and further subject to Licensee's right to terminate such License at any time for any reason upon at least thirty (30) days' prior written notice.

9.1.1 Issuance of Licenses When No Make-Ready Work is Required Moved to 5.5.1.

9.2 Multiple Applications. Licensee acknowledges that multiple parties including AT&T may seek to place their Facilities in AT&T's Conduit and Ducts or make attachments to Poles at or about the same time, that the Make-Ready Work required to prepare AT&T's Facilities to accommodate multiple applicants may differ from the Make-Ready Work required to accommodate a single applicant, that issues relating to the proper apportionment of costs arise in multi-applicant situations that do not arise in single-applicant situations, and that cooperation and negotiations between all applicants and AT&T may be necessary to resolve disputes involving multiple Applications for permission to place Facilities in/on the same Pole, Conduit, Duct, or right-of-way.

9.2.1 All Applications will be processed on a first-come, first-served basis.

9.3 Amendment to Pay for All Make-Ready Work Completed. Licensee's submission of written authorization for Make-Ready Work shall also constitute Licensee's Amendment to pay additional cost-based charges, if any, for completed Make-Ready Work.

9.4 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. Licensee shall make arrangements with the owners of other Facilities located in or connected to AT&T's Conduit System or attached to AT&T'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 Licensee's Facilities in or to AT&T's structures.

9.5 Make-Ready Work on an Expedited Basis. If Licensee is willing to authorize AT&T to perform Make-Ready Work on an expedited basis, and if AT&T agrees to perform the work on such a basis, AT&T shall recalculate the estimated make-ready charges. If Licensee accepts AT&T's offer, Licensee shall pay such additional charges, if any. All charges for Make-Ready Work performed by AT&T are payable in advance, with the amount of any such advance payment to be due within sixty (60) days after receipt of an invoice from AT&T. After receipt of payment, AT&T will schedule the work for completion.

9.6 License. When Licensee's Application for a Pole attachment or Conduit Occupancy License is approved, and all required Make-Ready Work completed, AT&T will execute and return a signed authorization to Licensee, as appropriate, authorizing Licensee to attach or place the specified Facilities on AT&T's Poles or in AT&T's Conduit or Ducts.

9.6.1 Each License issued under this Section shall authorize Licensee to attach to AT&T's Poles or place or maintain in AT&T's Conduit or Ducts only those Facilities specifically described in the License, and no others.

9.6.2 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.

10. CONSTRUCTION OF LICENSEE'S FACILITIES

10.1 Construction Schedule. Licensee shall submit with Licensee's License Application a proposed or estimated construction schedule. Promptly after the issuance of a License permitting Licensee to attach Facilities to AT&T's Poles or place Facilities in AT&T's Conduit or Ducts, Licensee shall provide AT&T with an updated construction schedule and shall thereafter keep AT&T informed of significant anticipated changes in the construction schedule. Construction schedules required by this Section shall include, at a minimum, the following information:

10.1.1 The name, title, business address, and business telephone number of the manager responsible for construction of the Facilities;

10.1.2 The names of each contractor and subcontractor which will be involved in the construction activities;

10.1.3 The estimated dates when construction will begin and end; and

10.1.4 The approximate dates when Licensee or persons acting on Licensee's behalf will be performing construction work in connection with the placement of Licensee's Facilities in AT&T's Conduit or Ducts.

10.2 Additional Pre-construction Procedures for Facilities Placed in Conduit System. The following procedures shall apply before Licensee places Facilities in AT&T's Conduit System:

10.2.1 Licensee shall give written notice of the type of Facilities which are to be placed; and

10.2.2 AT&T shall designate the particular Duct or Ducts or inner ducts (if Available) to be occupied by Licensee's Facilities, the location and manner in which Licensee's Facilities will enter and exit AT&T's Conduit System, and the specific location and manner of installation of any associated equipment which is permitted by AT&T to occupy the Conduit System. Licensee may not occupy a Duct other than the specified Duct without the express written consent of AT&T. AT&T shall provide to Licensee space in Manholes for racking and storage of up to fifty (50) feet of cable, provided space is available.

10.3 AT&T Not Responsible for Constructing or Placing Facilities. AT&T shall have no obligation to construct any Facilities for Licensee or to attach Licensee's Facilities to, or place Licensee's Facilities in, AT&T'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 of 1996 or any other applicable law.

10.4 Licensee Responsible for Constructing, Attaching and Placing Facilities. Except where otherwise mutually agreed by Licensee and AT&T, Licensee shall be responsible for constructing its own Facilities and attaching those Facilities to, or placing them in AT&T's Poles, Conduit or Ducts at Licensee's sole Cost and expense. Licensee 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 Licensee's Facilities and for directing the activities of all persons acting on Licensee's behalf while they are physically present on AT&T's Pole, in any part of AT&T's Conduit System or in the vicinity of AT&T's Poles or Conduit System.

10.5 Compliance with Applicable Standards, Health and Safety Requirements, and Other Legal Requirements. Licensee shall construct its Facilities in accordance with the provisions of this Section and all Licenses issued hereunder.

10.5.1 Licensee shall construct, attach and place its Facilities in compliance with all Requirements and Specifications set forth above in this Amendment.

10.5.2 Licensee shall satisfy all Legal Requirements set forth above in this Amendment.

10.5.3 Licensee shall not permit any Person Acting on Licensee's Behalf to perform any work on AT&T's Poles or within AT&T'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 Licensee or any person working on Licensee's behalf determines that the condition of the Pole or Conduit System is not suitable for the work to be performed, Licensee shall notify AT&T of the condition of the Pole or Conduit System in question and shall not proceed with construction activities until Licensee is satisfied that the work can be safely performed.

10.6 Construction Notices. If requested to do so, Licensee shall provide AT&T with information to reasonably assure AT&T that construction has been performed in accordance with all applicable standards and requirements.

10.7 Points for Attachment. AT&T shall specify the point of attachment of each Pole or Anchor to be occupied by Licensee's Facilities. Licensee's facilities shall be attached above AT&T's Facilities. When the Facilities of more than one applicant are involved, AT&T will attempt, to the extent practicable, to designate the same relative position on each Pole or Anchor for each applicant's Facilities.

Licensee power supply units shall be located in accordance with the National Electrical Safety Code and the Telcordia Blue Book, Manual of Constructions Procedures.

AT&T 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.

Licensee shall hold AT&T harmless and indemnify AT&T for damages to itself or third parties in accordance with Section 23 of this Amendment, that result from the operation or maintenance of Licensee's attachments, including but not limited to power supplies, antennas, cabinets and wireless equipment..

10.8 Manhole and Conduit Break-Outs. Licensee shall be permitted to add Conduit ports to AT&T Manholes when existing Conduits do not provide the pathway connectivity needed by Licensee; provided the structural integrity of the Manhole is maintained, and sound engineering judgment is employed.

10.9 Completion of Licensee Construction. For each Licensee attachment to or occupancy within AT&T Facilities, Licensee will provide to AT&T's single-point of contact (within 20 days of Licensee construction-complete date) a complete set of actual placement drawings for posting to AT&T records.

11. USE AND ROUTINE MAINTENANCE OF LICENSEE'S FACILITIES

11.1 Use of Licensee's Facilities. Each License granted under this Section authorizes Licensee to have access to Licensee's Facilities on or in AT&T's Poles, Conduits and Ducts as needed for the purpose of serving Licensee's customers, including, but not limited to, powering electronics, monitoring Facilities, or transporting signaling.

11.2 Routine Maintenance of Licensee's Facilities. Each License granted under this Section authorizes Licensee to engage in routine maintenance of Licensee's Facilities located on or in AT&T's Poles, Conduits, Ducts and ROW pursuant to such License. Licensee shall give reasonable 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. Licensee shall give reasonable notice to AT&T before performing any work, whether or not of a routine nature, in AT&T's Conduit System.

11.3 Licensee Responsible for Maintenance of Licensee's Facilities. Licensee shall maintain its Facilities in accordance with the provisions of this Section (including but not limited to all requirements set forth above in this Amendment) and all Licenses issued hereunder. Licensee 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 Licensee's Facilities and for directing the activities of all persons acting on Licensee's behalf while they are physically present on AT&T's Poles, within AT&T's Conduit System or in the immediate vicinity of such Poles or Conduit System.

11.4 AT&T Not Responsible for Maintaining Licensee's Facilities. AT&T shall have no obligation to maintain any Facilities which Licensee has attached or connected to, or placed in, AT&T's Poles, Conduits, Ducts or any portion of AT&T's Conduit System, except to the extent expressly provided by the provisions of this Section or any License issued hereunder, or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations.

11.5 Information Concerning the Maintenance of Licensee's Facilities. Promptly after the issuance of a License permitting Licensee to attach Facilities to, or place Facilities in AT&T's Poles, Conduits or Ducts, Licensee shall provide AT&T with the name, title, business address, and business telephone number of the manager responsible for routine maintenance of Licensee's Facilities, and shall thereafter notify AT&T of changes to such information. The manager responsible for routine maintenance of Licensee's Facilities shall, on AT&T's request, identify any contractor, subcontractor, or other person performing maintenance activities on Licensee's behalf at a specified site and shall, on AT&T's request, provide such additional documentation relating to the maintenance of Licensee's Facilities as reasonably necessary to demonstrate that Licensee and all persons acting on Licensee's behalf are complying with the requirements of this Section and Licenses issued hereunder.

11.6 Identification of Personnel Authorized to Have Access to Licensee's Facilities. All personnel authorized to have access to Licensee's Facilities shall, while working on AT&T'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 employee, produce such identification.

12. MODIFICATION AND REPLACEMENT OF LICENSEE'S FACILITIES

12.1 Notification of Planned Modification or Replacement of Facilities. Licensee shall, when practicable, notify AT&T in writing at least 60 days before adding to, relocating, replacing or otherwise modifying its Facilities attached to an AT&T Pole, Anchor or Anchor/Guy Strand or located in any AT&T Conduit or Duct. The notice shall contain sufficient information to enable AT&T to determine whether the proposed addition, relocation, replacement, or modification is permitted under Licensee's present License or requires a new or amended License.

12.2 New or Amended License Required. A new or amended License will be required if the proposed addition, relocation, replacement, or modification:

12.2.1 Requires that Licensee use additional space on AT&T'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

12.2.2 Results in the size or location of Licensee's Facilities on AT&T's Poles or in its Conduit or Ducts being appreciably different from those described and authorized in Licensee's present License (e.g. different Duct or size increase causing a need to re-calculate storm loadings, guying, or Pole class).

13. REARRANGEMENT OF FACILITIES AT THE REQUEST OF ANOTHER

13.1 Make-Ready Work at the Request of Licensee. If, prior to the issuance of a License, Licensee determines that any Pole, Anchor, Anchor/Guy Strand, Conduit or Duct is inadequate to accommodate Licensee's proposed Pole attachment or Conduit Occupancy or that it will be necessary or desirable for AT&T or any other person or entity to rearrange existing Facilities or structures to accommodate Licensee, Licensee shall promptly advise AT&T of the Make-Ready Work it believes necessary to enable the accommodation of Licensee's Facilities.

13.1.1 AT&T 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 shall endeavor to minimize its costs to Licensee. If it is determined that such Make-Ready Work is required, AT&T shall provide Licensee with the estimated costs for Make-Ready Work and a Make Ready Due Date.

13.1.2 Licensee shall be solely responsible for negotiating with persons or entities other than AT&T for the rearrangement of such persons' or entities' Facilities or structures and, except where such rearrangement is for the benefit of AT&T and/or other Licensees as well as Licensee, 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, AT&T shall issue such Licenses in conjunction with the issuance of the applied-for License to Licensee.

13.2 Rearrangement of Licensee's Facilities at AT&T's Request. Licensee acknowledges that, from time to time, it may be necessary or desirable for AT&T 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's business needs or authorized Application of another entity seeking access to AT&T's Poles or Conduit Systems. Licensee agrees that Licensee will, upon AT&T's request, and at AT&T's expense, but at no Cost to Licensee, participate with AT&T (and other Licensees) in the relocation, reconstruction, or modification of AT&T's Conduit System or Facilities rearrangement. Licensee acknowledges that, from time to time, it may be necessary or desirable for AT&T 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. Licensee shall, upon AT&T's request, participate with AT&T (and other Licensees) in the relocation, reconstruction, or modification of AT&T'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.

13.2.1 Licensee 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 Licensee customer.

13.2.2 If Licensee fails to make the required rearrangements within the time prescribed or within such extended periods of time as may be granted by AT&T in writing, AT&T may perform such rearrangements with written notice to Licensee, and Licensee shall reimburse AT&T for actual costs and expenses incurred by AT&T in connection with the rearrangement of Licensee's Facilities; provided, however, that nothing contained in this Section or any License issued hereunder shall be construed as requiring Licensee to bear any expenses which, under the Telecommunications Act of 1996 or other applicable federal or state laws or regulations, are to be allocated to persons or entities other than Licensee; and provided further, however, that Licensee shall have no responsibility for rearrangement costs and expenses relating to rearrangements performed for the purpose of meeting AT&T's business needs.

14. EMERGENCY REPAIRS AND POLE REPLACEMENTS

14.1 Licensee Responsible for Emergency Repairs to its Own Facilities. In general, Licensee shall be responsible for making emergency repairs to its own Facilities and for formulating appropriate plans and practices which will enable it to make such emergency repairs. AT&T shall be under no obligation to perform any repair or service restoration work of any kind with respect to Licensee's Facilities.

15. INSPECTION BY AT&T OF LICENSEE'S FACILITIES

15.1 AT&T's Right to Make Periodic or Spot Inspections. AT&T shall have the right to make periodic or spot inspections at any time of any part of Licensee's Facilities attached to AT&T's Poles, Anchors or Anchor/Guy Strands or occupying any AT&T Conduit or Duct for the limited purpose of determining whether Licensee's Facilities are in compliance with the terms of this Section and Licenses hereunder; provided that such inspections must be non-invasive (e.g., no splice cases may be opened).

15.1.1 AT&T will give Licensee advance written notice of such inspections, and Licensee 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 Licensee.

15.1.2 Such inspections shall be conducted at AT&T's expense; provided, however, that Licensee shall bear the Cost of inspections as delineated in 3.12.

15.2 No Duty to Licensee. Neither the act of inspection by AT&T of Licensee's Facilities nor any failure to inspect such Facilities shall operate to impose on AT&T any liability of any kind whatsoever or to relieve Licensee of any responsibility, obligations or liability under this Section or otherwise existing.

16. NOTICE OF NONCOMPLIANCE

16.1 Notice of Noncompliance. If, at any time, AT&T determines that Licensee's Facilities or any part thereof have not been placed or maintained or are not being used in accordance with the requirements of this Amendment, AT&T may send written notice to Licensee specifying the alleged noncompliance. Licensee agrees to acknowledge receipt of the notice as soon as practicable. If Licensee does not dispute AT&T's assertion that such Facilities are not in compliance, Licensee agrees to provide AT&T with a schedule for bringing such Facilities into compliance, to bring the Facilities into compliance within a reasonable time, and to notify AT&T in writing when the Facilities have been brought into compliance.

16.2 Disputes over Alleged Noncompliance. If Licensee disputes AT&T's assertion that Licensee's Facilities are not in compliance, Licensee shall notify AT&T in writing of the basis for Licensee's assertion that its Facilities are in compliance.

16.3 Failure to Bring Facilities into Compliance. If Licensee has not brought the Facilities into compliance within a reasonable time or provided AT&T with proof sufficient to persuade AT&T that AT&T erred in asserting that the Facilities were not in compliance, and if AT&T determines in good faith that the alleged noncompliance causes or is likely to cause material damage to AT&T's Facilities or those of other users, AT&T may, at its option and Licensee's expense, take such non-service affecting steps as may be required to bring Licensee's Facilities into compliance, including but not limited to correcting any conditions which do not meet the specifications of this Amendment.

16.4 Correction of Conditions by AT&T. If AT&T elects to bring Licensee's Facilities into compliance, the provisions of this Section shall apply.

16.4.1 AT&T will, whenever practicable, notify Licensee in writing before performing such work. The written notice shall describe the nature of the work to be performed and AT&T's schedule for performing the work.

16.4.2 If Licensee's Facilities have become detached or partially detached from supporting racks or wall supports located within an AT&T Manhole, AT&T may, at Licensee's expense, reattach them but shall not be obligated to do so. If AT&T does not reattach Licensee's Facilities, AT&T shall endeavor to arrange with Licensee for the reattachment of any Facilities affected.

16.4.3 AT&T shall, as soon as practicable after performing the work, advise Licensee in writing of the work performed or action taken. Upon receiving such notice, Licensee shall inspect the Facilities and take such steps as Licensee may deem necessary to insure that the Facilities meet Licensee's performance requirements.

16.5 Licensee to Bear Expenses. Licensee shall bear all expenses arising out of or in connection with any work performed to bring Licensee'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 Licensee to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than Licensee.

17. UNAUTHORIZED OCCUPANCY OR UTILIZATION OF AT&T'S FACILITIES

17.1 Licensing or Removal of Unauthorized Attachments. If any of Licensee's attachments shall be found attached to Pole(s) or occupying Conduit Systems for which no License is outstanding, AT&T, without prejudice to its other rights or remedies under this Amendment, including termination of Licenses, may impose a charge and require Licensee to submit in writing, within thirty (30) days after receipt of written notification from AT&T of the unauthorized attachment or Conduit Occupancy, a Pole attachment or Conduit Occupancy License Application. If such Application is not received by AT&T within the specified time period, Licensee may be required at AT&T's option to remove its unauthorized attachment or occupancy within sixty (60) days of the final date for submitting the required Application, or AT&T may at AT&T's option remove Licensee's Facilities without liability, and the expense of such removal shall be borne by Licensee. Charges for any such unauthorized occupancy shall be equal to the applicable License fees and charges which would have been payable from and after the date such Facilities were first placed on AT&T's Poles or in AT&T's Conduit System, if Licensee provides reasonable documentation of such placement. If Licensee is unable to provide such reasonable documentation, then Licensee will pay two years worth of the applicable charges.

17.1.1 Nothing contained in the Amendment or any License issued hereunder shall be construed as requiring Licensee to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than Licensee.

17.2 Prompt Payment of Applicable Fees and Charges. 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 Licensee is permitted to continue the Pole attachment or Conduit Occupancy. See Appendix I for applicable annual rental fees.

17.3 No Implied Waiver or Ratification of Unauthorized Use. No act or failure to act by AT&T 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 of any of its rights or privileges under this Amendment or otherwise; provided, however, that Licensee shall be subject to all liabilities, obligations and responsibilities of this Amendment in regard to said unauthorized use from its inception.

18. REMOVAL OF LICENSEE'S FACILITIES

18.1 Pole Attachments. Licensee, at its expense, will remove its attachments from any of AT&T's Poles within thirty (30) days after termination of the License covering such attachments. If Licensee fails to remove its attachments within such thirty (30) day period, AT&T shall have the right to remove such attachments at Licensee's expense and without any liability on the part of AT&T for damage or injury to Licensee's attachments unless caused by the negligence or intentional misconduct of AT&T.

18.2 Conduit Occupancy. Licensee, at its expense, will remove its communications Facilities from a Conduit System within sixty (60) days after:

18.2.1 Termination of the License covering such Conduit Occupancy; or

18.2.2 The date Licensee replaces its existing Facilities in one Duct with substitute Facilities in another Duct.

18.2.3 If Licensee fails to remove its Facilities within the specified period, AT&T shall have the right to remove such Facilities at Licensee's expense and without any liability on the part of AT&T for damage or injury to such Facilities unless caused by the negligence or intentional misconduct of AT&T.

18.3 Continuing Responsibility for Fees and Charges. Licensee shall remain liable for and pay to AT&T all fees and charges pursuant to provisions of this Amendment until all of Licensee's Facilities are physically removed from AT&T's Poles or Conduit System.

19. FEES, CHARGES, AND BILLING

19.1 License Charges. Licensee agrees to pay charges in Attachment 1 of this Amendment. These rates will be recalculated during the term of this Amendment in accordance with the Telecommunications Act of 1996 and applicable FCC or State Commission rules and regulations. License charges commence on the first day of the calendar month following the date a License is issued. Such charges cease as of the final day of the calendar month proceeding the month in which the attachment or occupancy is physically removed or the utilization is discontinued. A one-month minimum charge is applicable to all Licenses. Such current-year charges are normally billed on or near July 1 of each year; annual billing is for the period January 1 through December 31 (six (6) months in arrears and six (6) months in advance) and to include true-up for actual billing for previous year's advance billing for period July 1 through December 31**.**

19.2 Notice of Rate and Computation of Charges. On or about November 1 of each year, AT&T will notify Licensee 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 Amendment. 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.

19.3 Rate "True-Up". 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 Amendment or by an effective order, in a proceeding involving AT&T before the regulatory authority for the state, in which Licensee has either attached to or occupied AT&T structures (Rights of Way, Conduits, Ducts, and/or Poles), or any other body having jurisdiction over this Amendment (hereinafter "Commission").

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 Licensee 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 Licensee 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, Licensee shall pay the difference to AT&T. If the Total Final Price is less than the Total Interim Price, AT&T shall pay the difference to Licensee.

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 disAmendment as between the records or the parties regarding the amount of such "true-up," the parties agree that the Commission shall be called upon to resolve such differences.

20. ADVANCE PAYMENT AND IMPUTATION

20.1 Attachment and Occupancy Fees. 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, shall be computed as set forth herein.

20.1.1 Charges associated with newly Licensed attachments or occupancies and other attachments or occupancies of less than the entire annual billing period shall be prorated.

20.1.2 Charges shall be prorated retroactively in the event of the removal of Licensee's Facilities.

20.1.3 The amount of any advance payment required shall be due within sixty (60) days after receipt of an invoice from AT&T.

20.2 Imputation. AT&T shall impute to its costs of providing telecommunications services (and charge any affiliate, subsidiary, or associate company engaged in the provision of such services) an equal amount to the charges set forth in this Section for all of the Conduits, Ducts, and Poles it occupies and uses.

21. ASSURANCE OF PAYMENT

21.1 Necessity and Level of Security. In the event Licensee fails to demonstrate credit worthiness, Licensee may be required to furnish a bond, letter of credit or other evidence of financial security having a minimum face amount of $10,000.00 per state or $50,000.00 per region. Such bond, letter of credit or other security shall be in a form satisfactory to AT&T and may be increased from time to time as reasonably required by AT&T to guarantee the performance of all obligations of Licensee hereunder. The amount of the bond, letter of credit or other security shall not operate as a limitation upon the obligations of Licensee hereunder.

22. INSURANCE

22.1 Licensee shall obtain and maintain insurance, including endorsements insuring the contractual liability and indemnification provisions of this Amendment, issued by an insurance carrier reasonably satisfactory to Licensor to protect the Licensor, other authorized Licensees, and Joint User(s) from and against all claims demands, causes of action, judgments, costs, including reasonable attorneys' fees, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly from or by reason of such loss, injury or damage as covered in this Amendment.

22.2 Licensee shall maintain the following amounts of insurance in compliance with (22.1) above:

22.2.1 Commercial General Liability Insurance with limits of not less than $1,000,000 per occurrence and $1,000,000 annual aggregate.

22.2.2 Umbrella or Excess Liability Insurance with limits of not less than $10,000,000 per occurrence and in the aggregate.

22.2.3 Business auto coverage for all owned, non-owned, hired and leased vehicles with limits of not less than $1,000,000 per occurrence and in the aggregate.

22.2.4 Licensee shall name AT&T as an additional insured on the general liability policy with respects to the terms and conditions of this Amendment

22.3 Licensee shall submit to Licensor certificates by each company insuring Licensee with respect to any insurance required hereunder, such certificate(s) to specify the coverage provided and that such company will not cancel or change any such policy of insurance issued to Licensee except after thirty (30) days written notice to Licensor.

22.3.1 Licensee shall also require agents and subcontractors, if any, who may perform the services to maintain the insurance coverage required herein and to furnish the Licensor certificates of insurance or adequate proof of such insurance. Licensee remains responsible for submitting these certificates in order to meet requirements of Amendment. Any non-compliance with the insurance provisions of this Amendment on the part of any agent or subcontractor shall be the sole responsibility of the Licensee who will be held liable for the performance or non-performance of the agent or subcontractor. Should insurance policy limits be exhausted or should Licensee or its agents and subcontractors fail to maintain the required insurance coverages, neither Licensee nor any of its agents and subcontractors will in any way be relieved from liability.

22.4 Licensee shall also carry such insurance as will protect it from all claims under any Worker's Compensation Law in effect that may be applicable to it as a result of work performed pursuant to this Amendment.

22.5 All insurance required in accordance with 22.2) and 22.3) preceding must be effective before Licensor will authorize attachment to a Pole and/or Anchor, or occupancy of a Conduit System and shall remain in force until such Licensee's Facilities have been removed from all such Pole(s), Anchor(s), Conduit System, or Right of Way. In the event that the Licensee shall fail to maintain the required insurance coverage, Licensor may pay any premium thereon falling due, and the Licensee shall forthwith reimburse the Licensor for any such premium paid.

22.6 If the Licensee's net worth exceeds five hundred million dollars ($500,000,000), Licensee may elect to request self-insurance status in lieu of obtaining any of the insurance required in 22.2.1 and 22.2.2. Licensee shall provide audited financial statements, interim financials, business history, etc., as per Appendix III to Licensor immediately after receipt of initial Amendment information. Licensor shall then review such audited financial statements and respond in writing to Licensee, no later than thirty (30) business days after receipt of the above information, in the event that self-insurance status is not granted to Licensee. If Licensor approves Licensee for self-insurance, Licensee shall annually furnish to Licensor, and keep current, evidence of such net worth that is attested to by one of Licensee's corporate officers. The ability to self-insure shall continue so long as the Licensee meets all of the requirements of 22.6. If the Licensee subsequently no longer satisfies the requirements of 22.6, Licensee is required to purchase insurance as indicated in 22.2.1 and 22.2.2. This Amendment will not be finalized prior to approval for self-insuring status if self-insuring is requested by Licensee.

22.7 The net worth requirements set forth in 22.6 may be increased by Licensor from time to time during the term of this Amendment upon thirty (30) days notice to Licensee to at least such minimum limits as shall then be customary with respect to attachment to a Pole and/or Anchor, or occupancy of a Conduit System.

23. INDEMNIFICATION

23.1 Licensor shall exercise precaution to avoid damaging the communications Facilities of the Licensee and shall make an immediate report to the Licensee of the occurrence of any such damage caused by its employees, agents or contractors. Licensor agrees to reimburse the Licensee for all reasonable costs incurred by the Licensee for the physical repair of such Facilities damaged by the negligence of Licensor, its employees, agents, contractors, subcontractors or invitees. However, Licensor shall not be liable to Licensee for any interruption of Licensee's service or for interference with the operation of Licensee's Communications Facilities, or for any special, indirect, or consequential damages arising in any manner, including Licensor's negligence, out of the use of Pole(s), Anchor(s), or Conduit Systems or Licensor's actions or omissions in regard thereto and Licensee shall indemnify and save harmless Licensor 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.

23.2 Licensee shall exercise precaution to avoid damaging the Facilities of Licensor 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 Licensee's employees, agents or contractors. Licensee agrees to reimburse the Licensor for all reasonable costs incurred by the Licensor for the physical repair of such Facilities damaged by the negligence of Licensee.

23.3 Licensee shall indemnify, protect and save harmless the Licensor, its directors, officers, employees and agents, Licensor's other Licensees, 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 the Licensor, the Licensor's other Licensees and Joint User(s) as a result of acts by the Licensee, its employees, agents or contractors, including but not limited to the Cost of relocating Pole(s), Anchor(s), Guy(s), or Conduit System resulting from a loss of right-of-way or property owner consents and/or the Cost of defending those rights and/or consents.

23.4 The Licensee shall indemnify, protect and save harmless the Licensor, its directors, officers, employees and agents, Licensor's other Licensees, 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 Licensee'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 Licensee's employees, agents or contractors in the vicinity of the Licensor's Pole(s), Anchor(s), Guy(s), or Conduit System.

23.5 The Licensee shall indemnify, protect and save harmless the Licensor, its directors, officers, employees, and agents, Licensor's other Licensees, 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 Licensee'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 Licensee's Facilities in combination with Pole(s), Anchor(s), Conduit Systems or otherwise.

23.6 Licensee shall promptly advise the Licensor 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 Licensee's Facilities. Licensee shall promptly notify Licensor in writing of any suits or causes of action which may involve Licensor and, upon the request of Licensor, copies of all relevant accident reports and statements made to Licensee's insurer by Licensee or others shall be furnished promptly to Licensor.

24. AUTHORIZATION NOT EXCLUSIVE

24.1 Nothing herein contained shall be construed as a grant of any exclusive authorization, right or privilege to Licensee. AT&T shall have the right to grant, renew and extend rights and privileges to others not parties to this Amendment, by contract or otherwise, to use any Pole, Anchor, or Conduit System covered by this Amendment and Licensee's rights hereunder.

25. ASSIGNMENT OF RIGHTS

25.1 Licensee shall not assign or transfer this Amendment or any license or any authorization granted under this Amendment, and this Amendment shall not inure to the benefit of Licensee's successors or assigns, without the prior written consent of AT&T. AT&T shall not unreasonably withhold such consent.

25.2 In the event such consent or consents are granted by AT&T, then the provisions of this Amendment shall apply to and bind the successors and assigns of the Licensee. Form NT-13 shall be used for this purpose.

26. FAILURE TO ENFORCE

26.1 Failure of AT&T to enforce or insist upon compliance with any of the terms or conditions of this Amendment or to give notice or declare this Amendment or any authorization granted hereunder terminated shall not constitute a general waiver or relinquishment of any term or condition of this Amendment, but the same shall be and remain at all times in full force and effect.

27. TERM OF AMENDMENT

27.1 Unless sooner terminated as herein provided, this Amendment shall continue in effect for a term of one (1) year from the date hereof and thereafter from year to year until either party hereto terminates this Amendment by giving the other party at least ninety (90) days prior written notice thereof. Such ninety (90) days notice of termination may be given to take effect at the end of the original one (1) year period or any time thereafter.

27.2 Termination of this Amendment or any Licenses issued hereunder shall not affect Licensee's liabilities and obligations incurred hereunder prior to the effective date of such termination.

28. AT&T'S INFORMATION

28.1 Scope of AT&T's Information. Licensee acknowledges that Licensee may acquire information and material that is AT&T's confidential, proprietary or trade secret information. As used herein, "AT&T's Information" includes, but is not limited to, all information and documents disclosed by AT&T, whether written or oral, in the course of this Amendment or in contemplation hereof including, without limitation, all specifications, drawings, sketches, schematics, models, samples, tools, algorithms, technical or business information, research and development, production and engineering processes, costs, profit and margin information, AT&T lists, marketing, production and future business plans.

28.2 Use of AT&T's Information. Licensee agrees to take all steps reasonably necessary to hold in trust and confidence AT&T's Information. Licensee hereby agrees to hold AT&T's Information in strict confidence, not to disclose it to third parties or to use it, in any way, commercially or otherwise, other than as permitted under this Amendment. Licensee will limit the disclosure of AT&T's Information to employees with a need to know who: (i) have been advised of the proprietary nature thereof; and (ii) have acknowledged the express obligation to maintain such confidentiality. Licensee's obligations set forth herein shall remain in effect for two (2) years from the receipt of AT&T's Information considered or deemed to be confidential information, but such obligation of confidentiality will not expire for AT&T's Information considered or deemed to be a trade secret under applicable law.

28.3 Exceptions. Notwithstanding the other provisions of this Amendment, nothing received by Licensee from AT&T will be considered to be AT&T's Information if: (i) it has been published or is otherwise available to the public other than by a breach of this Amendment; (ii) it has been rightfully and lawfully received by Licensee from a Third Party without confidential limitations; (iii) it has been independently developed by Licensee by personnel having no access to AT&T's Information; (iv) it was known by Licensee prior to its first receipt from AT&T; (v) it is hereafter disclosed by AT&T without restriction on further disclosure; or (vi) it is disclosed pursuant to a court order, subpoena or by operation of law, provided Licensee has given AT&T prior advance written notice in order that AT&T may attempt to obtain a protective order limiting disclosure and use of the information disclosed.

28.4 Amendment. Licensee hereby agrees that every individual person including but not limited to employees, subcontractors, agents, representatives and other third parties who perform under this Amendment shall execute the appropriate documents to undertake obligations of confidentiality consistent with the terms set forth herein. Licensee hereby agrees to provide evidence of such duly executed documents to AT&T upon request.

29. LICENSEE'S INFORMATION

29.1 Scope of Licensee's Information. AT&T acknowledges that Licensee may need to provide AT&T with certain information and material that is the Licensee's confidential, proprietary or trade secret information. As used herein, "Licensee's Information" may include information and documents disclosed by the Licensee in the course of this Amendment such as by way of example, drawings, sketches, schematics, models, samples, tools, algorithms, technical or business information. All Licensee's Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend. Licensee's information conveyed orally shall be designated as proprietary at the time of disclosure and shall be reduced to writing within ten (10) business days.

29.2 Use of Licensee's Information. AT&T agrees to take all steps reasonably necessary to hold in trust and confidence Licensee's Information. AT&T hereby agrees to hold such Licensee's Information in strict confidence, not to disclose it to third parties or to use it, in any way, commercially or otherwise, other than as permitted under this Amendment. AT&T will limit the disclosure of Licensee's Information to employees, consultants, agents, contractors, affiliated companies and representatives with a need to know who will not be considered as "third parties" and who: (i) have been advised of the proprietary nature thereof; and (ii) have acknowledged the express obligation to maintain such confidentiality. AT&T's obligations set forth herein shall remain in effect for two (2) years from the receipt of Licensee's Information considered or deemed to be confidential information, but such obligation of confidentiality will not expire for Licensee's Information considered or deemed to be a trade secret under applicable law.

29.3 Exceptions. Notwithstanding the other provisions of this Amendment, nothing received by AT&T from Licensee will be considered to be Licensee's Information if: (i) it has been published or is otherwise available to the public other than by a breach of this Amendment; (ii) it has been rightfully and lawfully received by AT&T from a Third Party without confidential limitations; (iii) it has been independently developed by AT&T by personnel having no access to such Licensee's Information; (iv) it was known by AT&T prior to its first receipt from Licensee; (v) it is hereafter disclosed by Licensee without restriction on further disclosure; or (vi) it is disclosed to any governmental agency or court of competent jurisdiction by written order, subpoena or decree, or by operation of law, provided AT&T has given prior notice to Licensee in order that Licensee may attempt to obtain a protective order limiting disclosure and use of the information disclosed.

30. SUPERSEDURE OF PREVIOUS AMENDMENT(S)

30.1 This Amendment supersedes all previous Amendments, whether written or oral, between AT&T and Licensee for attachment and maintenance of Licensee's Communications Facilities on Pole(s), Anchor(s), and in Conduit Systems within the geographical area covered by this Amendment; and there are no other provisions, terms or conditions to this Amendment except as expressed herein. All currently effective Licenses heretofore granted pursuant to such previous Amendments shall be subject to the terms and conditions of this Amendment.

Aeneas Communications, LLC

By: _____

Name: Jonathan V. Harlan, CEO

Title: _____

Date: 2.28.08

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: Kristen E. Shore

Title: Director

Date: 3/21/08

	OCN #	ACNA		OCN #	ACNA
ALABAMA			MISSISSIPPI		
FLORIDA			NORTH CAROLINA		
GEORGIA			SOUTH CAROLINA		
KENTUCKY			TENNESSEE	2909	AFE
LOUISIANA				2891	

APPENDIX I

2007 FCC Formula Supported Fees

for attachments and/or occupancy effective 1/1/2006

(Re-calculated annually)

Licensee shall pay to Licensor the following fees:

State	Poles *(ea. / yr.)*		Anchors *(ea. / yr.)*	Conduit	
					($ / ft. / yr.)
	Non-Urban	**Urban**			
Alabama	$9.50	$6.30	Same as poles		$0..17
Kentucky ①					$0.70
2-user	$ 9.45	$9.45	$12.90		
3-user	$5.35	$5.35	$8.60		
Louisiana	$6.90③	$6.90③			$0.33
Mississippi	$7.84	$5..20			$ 2.50 ②
Tennessee	$11.01	$7.30			$0.27
Florida	$8.19	$5.43			$0.33
			Miami River crossing		$17.13
Georgia	$9.07	$6.01			$0.24
North Carolina	$7.14	$4.74			$0.24
South Carolina	$5.19	$3.44			$0.26

① Kentucky rates are currently equal to tariff rates; to be re-calculated annually per FCC formula

② Tariff rate in Mississippi

③ Louisiana pole rates are determined by the Louisiana PSC.

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 has a minimum population of 50,000. Non-urban is less than 50,000.

Conduit rates will apply to each passageway (innerduct).

i) 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.

ii) The above rates are not applicable for crossings of any navigable waterway. Rates for navigable waterway crossings will be calculated on an individual case basis.

iii) The rates set forth above for attachments will apply to wireless attachments only if there are no apparatus cabinets and antennae attached to the pole On poles where apparatus cabinets and antennae are attached, a flat annual rate of per pole will apply. The rates are $24.00(AL), $23.47 (KY), $21.23 (LA), $19.81 (MS), $27.83 (TN), $20.68 (FL), 22.91, (GA), $18.05, (NC) and $13.12 (SC). This flat rate will be reviewed annually by AT&T and AT&T and Licensee will amend this Agreement to reflect the new rate proposed by AT&T.

Pole Attachment Transfer Rate

Per Pole (throughout AT&T Southeast region)	$41.00

Appendix II

Records Maintenance Centers

Plant Records

Records Maintenance Center
5228 Central Avenue
Charlotte, NC 28212

Right of Way Records

Regional Landbase Admin. Center
Attn.: Right of Way Records
16 GG 1 BST
301 W. Bay Street
Jacksonville, FL 32201

Appendix III

Request to Self-Insure

Information Sheet

Per 22.6, Licensee may elect to request self-insurance status in lieu of obtaining any of the insurance required in 22.2.1 and 22.2.2. Licensee shall complete the table below and provide this information to Licensor. Licensor shall then review such audited financial statements and inform Licensee (in writing), no later than thirty (30) business days after receipt of the above information, regarding Licensee's request to self-insure.

The agreement will not be finalized prior to approval for self-insuring status if self-insuring is requested by Licensee.

Company Name:	«Company»
Audited Financials (3 years required): *(Attach all information as required)*	
Interim Financials (most current 6 months): *(Attach all information as required)*	
Years in Business (number of years):	
Number of years current management has been in place:	
Parent Company:	
Dunn & Bradstreet Number:	

Complete all information requested above and provide with all additional attachments to:

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
Attention: Self-Insure Request
North W3D2
3535 Colonnade Parkway
Birmingham, AL 35243

BELLSOUTH

STRUCTURES ACCESS

APPLICATION GUIDELINES

JULY, 1997
ISSUE A

Prepared by the
BellSouth Competitive Structures Provisioning Center
North W3D2
3535 Colonnade Parkway
Birmingham, Alabama 35243

Questions or comments regarding
these guidelines may be referred to:
Steven Chancellor
(205) 977-1862

TABLE OF CONTENTS

1. INTRODUCTION.....1

2. PROCEDURES FOR NEW OR TRANSFERRED LICENSES.....3

3. SPOC - COMPETITIVE STRUCTURES PROVISIONING CENTER.....4

4. RECORDS CENTERS AND RECORDS ACCESS.....5

5. DEFINITIONS.....7

6. SUMMARY OF PROCEDURES.....10

7. SUMMARY OF LICENSE FORMS.....11

8. INQUIRY REQUEST (FORM GN-1) - EXAMPLE.....17

9. RECORDS REVIEW REQUEST (FORM GN-2) - EXAMPLE.....20

10. PRE-LICENSE SURVEY REQUEST (FORM GN-3) - EXAMPLE.....23

11. MAKE-READY ESTIMATE REQUEST (FORM GN-4) - EXAMPLE.....27

12. APPLICATION AND POLE ATTACHMENT LICENSE - (FORM PL-1) - EXAMPLE.....31

13. APPLICATION AND CONDUIT OCCUPANCY LICENSE (FORM CN-1) - EXAMPLE.....35

14. CABLE TO OCCUPY CONDUIT (FORM CN-4) - EXAMPLE.....39

15. EQUIPMENT HOUSINGS TO BE PLACED IN MANHOLES (FORM CN-5)- EXAMPLE.....40

16. CONSTRUCTION PERFORMED AND/OR COMPLETED (FORM NT-1) - EXAMPLE.....41

17. APPLICATION AND RIGHT OF WAY OCCUPANCY LICENSE (FORM RW-1) - EXAMPLE.....45

18. FORMS.....48

1. INTRODUCTION

1.1 **Procedures -** This job aid outlines procedures for submitting and processing requests to access BellSouth outside plant structures including poles, ducts, conduits, and right of way. It is intended for use by Competitive Local Exchange Carriers (Licensees) in making applications to attach to or occupy BellSouth facilities, and by BellSouth representatives who play a role in processing such requests. Licensees and their agents are responsible for being aware of and complying with the terms and conditions of their particular license agreement.

1.2 **License Required -** ***Prior to making application or using any of these forms, a CLEC MUST HAVE executed an appropriate license agreement with BellSouth.*** Any party wishing to attach to BellSouth structures, whether CLEC, CATV, or other entity, must first be licensed by BellSouth. The license shall be granted on a form reviewed and approved by the BellSouth legal department. CLEC Companies wishing to execute a structures access agreement should contact the Competitive Structures Provisioning Center at the address specified in these guidelines.

1.3 **Interconnection Not the Same -** An interconnection agreement is not the same as a structures access license agreement. An approved interconnection agreement, by itself, does not authorize an interconnector to access BellSouth poles, ducts, conduits, and right of way.

1.4 **Generic Forms -** The forms illustrated herein are generic forms. Specialized forms may also be developed by the CSPC when circumstances warrant.

1.5 **Agreement Controls -** These are general procedures. Users should ensure that the specific agreement between the CLEC Licensee and BellSouth is followed. In the event of any conflict between the instructions in this document and an approved CLEC License agreement, the terms of the license will control. In the event of any conflict with any law, the law will control.

2. PROCEDURES FOR NEW OR TRANSFERRED LICENSES

2.1 **New License Requests** - Any party wishing to attach to BellSouth structures must be licensed by BellSouth. CLEC Companies wishing to attach to BellSouth facilities should contact the Competitive Structures Provisioning Center.

2.2 **Transfer of Ownership/Merging of Companies** - If a CLEC Licensee purchases, sells, or desires to take under its control another Licensee, BellSouth approval must be obtained. Form NT-13, or other BellSouth approved agreement, shall be used to obtain BellSouth's consent to an assignment.

3. SPOC - COMPETITIVE STRUCTURES PROVISIONING CENTER

3.1 Competitive Structures Provisioning Center (CSPC) - This center, located in Birmingham, serves as the single point of contact for those CLECs wishing to execute structures access license agreements with BellSouth, or to submit requests under existing license agreements. Applications for occupancy and other activities associated with access to structures are coordinated through this central location. There are other groups within the Company responsible for activities other than structures access, such as collocation, network unbundling, andnumber portability.

The contact information is:

Competitive Structures Provisioning Center
North W3D2
3535 Colonnade Parkway
Birmingham, Alabama 35243

Fax: (205) 977-7997

John Chaucer - Specialist
(205) 977-2631

Steven Chancellor - Specialist
(205) 977-1862

T.R. (Bob) Thomas - Manager
(205) 977-2862

4. RECORDS CENTERS AND RECORDS ACCESS

4.1 **Record Maintenance Centers (RMCs)**- RMCs are the central repositories of official Company plant records. The records maintained by these centersmust be made available to CLECs and others that have a legal right to access such records in order to determine availability and suitability of Company facilities for the CLECs intended occupancy or attachment. In Alabama, Kentucky, Louisiana, Mississippi, and Tennessee, the right of way records are also maintained in the RMC, while in other states easement records are maintained in the Regional Landbase Administration Center (RLAC). The addresses of the RMCs are as follows:

For **Alabama** plant and right of way records: Records Maintenance Center S04 1876 Data Drive Birmingham, AL 35244	For **Kentucky** plant and right of way records: Records Maintenance Center 601 West Chestnut Street Room 2-SW Louisville, KY 40203
For **Louisiana** plant and right of way records: Records Maintenance Center 2nd Floor North 6767 Bundy Road New Orleans, LA 70140	For **Mississippi** plant and right of way records: Records Maintenance Center 5723 Hwy. 18 S Jackson, MS 39209
For **Tennessee** plant and right of way records: Records Maintenance Center Room 9 B 15 333 Commerce Street Nashville, TN 37201	For **Georgia, Florida, North Carolina, and South Carolina** plant records: Records Maintenance Center 5228 Central Avenue Charlotte, NC 28212

4.2 Regional Landbase Administration Center (RLAC) - This center maintains land base records for the Company, and in addition is the repository for easement and other right of way records for Georgia, Florida, North Carolina, and South Carolina. The RLAC is located at:

Regional Landbase Admin. Center
Attn.: Right of Way Records
16 GG 1 BST
301 W. Bay Street
Jacksonville, FL 32201

5. DEFINITIONS

5.1 **ALEC -** Alternative Local Exchange Carrier, another term for Competitive Local Exchange Carrier.

5.2 **Attachment -** As used in this practice "attachment' " means any attachment by a cable television system or provider of telecommunications service to a pole, duct, conduit, or right of way owned or controlled by BellSouth. Section 703 of the Telecommunications Act includes all attachments under the term "pole attachment".

5.3 **CLEC** - Competitive Local Exchange Carrier.

5.4 **ILEC** - Incumbent Local Exchange Carrier, such as BellSouth.

5.5 **Inspection -** A physical examination of Licensee's attachments or conduit occupancy by Licensor's employees, agents, or contractors to detemine adherence to construction standards and safety codes, or to verify the number of attachments or conduit occupied.

5.6 **Interconnection Agreement -** The comprehensive master agreement between the ILEC and CLEC which governs major issues such as unbundling, collocation, resale, number portability, and access to structures. The complete details of access to structures are usually included in a license agreement, or a portion of the interconnection agreement.

5.7 **License Agreement -** The license agreement outlines specific procedures and obligations for access to structures owned or controlled by BellSouth, including poles, ducts, conduit, and right of way. It may be incorporated into an interconnection agreement, or executed as a separate agreement. In addition, license agreements may be executed by companies other than CLECs who are authorized access to BellSouth structures.

5.8 **Licensee -** The party to whom a license is granted. In the case of a license agreement for a CLEC to attach to BellSouth structures, the CLEC is the licensee.

5.9 **Licensor -** The party granting a license. In the case of a license agreement for a CLEC to attach to BellSouth structures, BellSouth is the Licensor.

5.10 **Make-Ready Work -** The work operations (and material) necessary to provide structure space to accommodate Licensee's facilities where existing space is inadequate.

5.11 **Prelicense Survey -** A physical examination of outside plant structures to identify the work operations and material needed to provide the structure space requested by the Licensee in an Application and Pole Attachment License or in an Application and Conduit Occupancy License.

5.12 **Right of Way Definition -** In its broadest sense, the term "right of way" refers to the right that one party has to use land belonging to another. Evidence of the right to use someone's property is usually a written document; however, certain rights may be acquired even in the absence of a written agreement.

5.13 **SPOC -** Single point of contact. The BellSouth SPOC for structures access management is the Competitive Structures Provisioning Center. Some of the agreements with CLECs also designate a single point of contact in their organization.

5.14 **Structures -** As used in these guidelines the term "structures" includes poles, ducts, conduits, and right of way owned or controlled by BellSouth. Building entrance facilities may or may not be owned or controlled by BellSouth and access may be granted by BellSouth to others only in those instances where the Company has the authority to do so. If the Company does not control access to the property where the facilities are located, then in some cases the CLEC may request that BellSouth assist in securing access. In most situations, such access assistance is billable by the Company.

5.15 **Telecommunications -** 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.

5.16 **Telecommunications Carrier -** A telecommunications carrier is any provider of telecommunications services, except that such term does not include aggregators of telecommunications services. A telecommunications carrier shall be treated as a common carrier under the Telecommunications Act only to the extent that it is engaged in providing telecommunications services.

5.17 **Telecommunications Service -** Telecommunications service means the offering of telecommunicationsfor 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.

5.18 **Utility -** Any person or entity who is a local exchange carrier or an electric, gas, water, steam,or other public utility, and who owns or controls poles, ducts, conduits, or rights of way used, in whole or in part, for any wire communications. Such term does not include any railroad, any person who is cooperatively organized, or any entity owned bythe Federal Government or any State.

6. SUMMARY OF PROCEDURES

Following is an overview of the procedures for making a license application. The procedures for specific applications may vary slightly. In addition, the terms and conditions of different agreements may require minor changes in the procedures outlined herein.

All applications must be on forms approved by BellSouth, and must include sufficient detail for BellSouth to accurately identify the site.

STEP	REMARKS
1	CLEC or other telecommunications service provider applies for license agreement to obtain access to poles, ducts, conduit, and right of way owned or controlled by BellSouth. After the license agreement has been executed by BellSouth, the Licensee may submit applications to attach to or occupy BellSouth structures and right of way.
2	Licensee submits application on approved forms specifying in sufficient detail the facilities and location desired.
3	BellSouth reviews records and determines whether facilities are available (based only on the records). Licensee is advised of the results of the records review. If no facilities are available, Licensee may request an alternative be reviewed, or other attempts be made by BellSouth to provide access, such as rodding ducts, removing abandoned cable, etc.
4	If facilities appear available based on a records review, then Licensee requests a prelicense survey to ensure that facilities are actually physically available, e.g., ducts have not collapsed, there are no unauthorized attachments to the facilities requested, etc.
5	Licensee requests that BellSouth prepare an estimate of any make-ready work necessary to accommodate the Licensee. BellSouth proposes make-ready completion schedule.
6	After make-ready is complete, Licensee submits License Application form.
7	After application is approved by BellSouth, Licensee may proceed with authorized attachments. Includes submitting Form NT-1 with proposed construction start schedule.
8	After attachments are completed, Licensee submits Form NT-1 advising that construction is complete, and submits as-built drawings to BellSouth.

7. SUMMARY OF LICENSE FORMS

7.1 General License Forms

Form Number	Form Name	Remarks
GN-1	INQUIRY REQUEST	After a Structures Access License agreement is in place, completion of this form is the first step in making application for structures access. The request must include sufficient detail for the form to be processed.
GN-2	RECORDS REVIEW REQUEST	Used by Licensee to request access to a BellSouth Records Center. Only Licensees and their representatives with proper approval may be admitted to Records Centers.
GN-3	PRE-LICENSE SURVEY REQUEST	Multi-use turn-around document designed to request records investigations, make-ready estimates, and other activities; to authorize billing, and advise Licensee of status of request.
GN-4	MAKE READY ESTIMATE REQUEST	Multi-use document designed for Licensee to request an estimate of make-ready charges, authorize duct rodding, and request assistance with access to facilities not controlled by BellSouth. Licensee is provided several options regarding make-ready cost estimate approval and work performance.
GN-5	BUILDING SPACE LICENSE AGREEMENT FOR SHARED OWNER-PROVIDED ACCESS	Used where BellSouth may not own or control facilities or access to facilities. Parties to document include the Licensee, BellSouth, and owner.

7.2 Pole Attachment Forms

Form Number	Form Name	Remarks
PL-1	APPLICATION AND POLE ATTACHMENT LICENSE	This is multi-use turn around document used by a CLEC Licensee to request access to poles and to certify that all make-ready issues have been resolved. In addition, the form is used to advise Licensee of BellSouth application approval. Form NT-1 must also be submitted in conjunction with application.
PL-2	POLE SURVEY FORM	Used in lieu of Licensee's engineering drawings to summarize make-ready and related activities that are necessary. Most commonly used on small jobs.
PL-3	ITEMIZED ESTIMATE	This form is completed by BellSouth to provide the Licensee with an itemized estimate of make-ready costs. It may also include mechanized costs data.
PL-4	NOTIFICATION OF SURRENDER OR MODIFICATION OF POLE ATTACHMENT LICENSE	This is a multi-use turn around document used when modifying or relinquishing an attachment. The form requires BST approval, and Form NT-1 must be submitted with the form.

7.3 Right of Way Occupancy Forms

Form Number	Form(s)	Remarks
RW-1	APPLICATION AND RIGHT OF WAY OCCUPANCY LICENSE	This is a two-part form used to request access to BellSouth right of way. In addition, the form is used to advise Licensee of BellSouth's approval of the application. The location description on page 2 of the form must be completed, and Form NT-1 must also be submitted in conjunction with the application.

7.4 Conduit Occupancy Forms

Form Number	Form Name	Remarks
CN-1	APPLICATION AND CONDUIT OCCUPANCY LICENSE	This is multi-use turn around document used to request access to conduit. In addition, the form is used to advise Licensee of BellSouth application approval. Form CN-4 and/or CN-5, and Form NT-1 must be submitted in conjunction with application.
CN-2	CONDUIT SYSTEM DIAGRAM	This form is used to graphically depict a proposed conduit occupancy.
CN-3	CONDUIT SYSTEM - MANHOLE DETAIL	This form is used to detail graphically the specific conduits occupied in a manhole.
CN-4	CABLE TO OCCUPY CONDUIT	This form is used to provide technical specifications of facilities placed in a conduit. Submitted with CN-1 when applicable.
CN-5	EQUIPMENT HOUSINGS TO BE PLACED IN MANHOLES	Used to describe the technical specifications of equipment housings to be placed in manholes. Submitted with CN-1 when applicable.
CN-6	ITEMIZED ESTIMATE	Used to provide an itemized tally of make-ready work and costs to complete an occupancy request.
CN-7	NOTIFICATION OF SURRENDER OR MODIFICATION OF CONDUIT OCCUPANCY LICENSE	This is a multi-use turn around document used when modifying or relinquishing an occupancy. The form requires BST approval, and Form NT-1 must be submitted with the form.

Continued on next page.

Continued from previous page.

CN-8	REQUEST FOR ENTRY INTO MANHOLE(S) AND/OR VAULT(S)	This form must be submitted by Licensee and approved by BellSouth before Licensee may enter manholes or vaults. Form NT-1 and location information such as a key map route schematic must also be included.
CN-9	REQUEST TO ROD AND/OR CLEARING OF DUCT(S)	This form must be submitted by Licensee and approved by BellSouth before Licensee may rod ducts. Form NT-1 and location information such as a key map route schematic must also be included.
CN-10	REQUEST TO CORE BORE AND/OR MODIFY MANHOLE(S)	This form must be submitted by Licensee and approved by BellSouth before Licensee may core bore or otherwise modify a manhole. Form NT-1 and location information such as a key map route schematic must also be included.
CN-11	SPARE AND/OR EMERGENCY RESERVATION	This form is used to reserve a spare or emergency conduit where allowed, such as Georgia. The process is similar to that followed for CN-1.

7.5 Notification Forms

Form Number	Form(s)	Remarks
NT-1	CONSTRUCTION PERFORMED AND/OR COMPLETED	This is a multi-use form used at various stages of the application and license process to advise BST of work completion. This form must accompany PL-1, PL-4, CN-1, CN-7, CN-8, CN-9, CN-10, and CN-11.
NT-2	LASHING TO THIRD-PARTY FACILITIES	Turn-around form used by Licensee to request permission to lash to third party facilities. Storm loading calculations and other information must be included along with Form NT-1.
NT-3	DISPUTE TO MAKE-READY CHARGES	May be used when Licensee disagrees with make-ready estimate prepared in response to PL-1 or CN-1 applications.
NT-4	CHANGE IN PRIORITY FOR PROCESSING APPLICATIONS	May be used by Licensee to request a change in the priority for processing Licensee's applications.
NT-5	CHANGE OF SPOC	Used by Licensee to advise BellSouth of a change in Licensee's designated single point of contact.
NT-6	MAINTENANCE MANAGER	Used by Licensee to advise BellSouth of a change in Licensee's designated maintenance manager.
NT-7	INSPECTION AND COMPLIANCE	May be used on ride-outs and other inspections to quantify unauthorized attachments, infractions, etc.
NT-8	UNSAFE CONDITIONS	Used by Licensee to advise BellSouth when, in its opinion, an unsafe condition exists.
NT-9	DISPUTE OF NON-COMPLIANCE	Used by Licensee to dispute BellSouth's notification of noncompliance.
NT-10	FACILITIES BROUGHT INTO COMPLIANCE	Used by License to notify BellSouth that facilities have been brought into compliance.
NT-11	BELLSOUTH NOTIFICATIONS	May be used by BellSouth to track various notifications.
NT-12	LICENSEE NOTIFICATIONS	May be used by Licensee to track various notifications.
NT-13	CONSENT OF LICENSOR	Used to indicate BellSouth's consent to assignment/transfer of Licensee Agreement.

8. INQUIRY REQUEST (Form GN-1) - EXAMPLE

After a Structures Access License agreement is in place, completion of this form is the first step in making application for structures access.

The request must include sufficient detail for the form to be processed.

Note: BellSouth records provided under this Inquiry Request may not reflect field conditions. Licensee acknowledges that physical inspection is necessary to verify the presence and condition of outside plant facilities and/or right of way, and that in providing record information, BellSouth assumes no liability to licensee or any third party for errors/omissions contained therein.

FORM HEADING	INSTRUCTIONS
1. Licensee Tracking No.	**Licensee** inserts tracking number assigned by the Licensee for its internal monitoring.
2. BST Tracking (SAM) No.	**BellSouth SPOC** inserts tracking number assigned by BellSouth. This number will be used throughout the inquiry, application, and billing process to identify the request.
In accordance with the terms...inquiry form.	**Licensee** inserts full corporate name of Licensee, date of License Agreement, and agreement number assigned by BellSouth.
Inquiry made by:	
3. Authorized Licensee Representative	**Licensee** inserts name of person authorized to act on behalf of the Licensee.
4. Telephone	**Licensee** inserts contact number for Licensee' s authorized representative.
5. Inquiry Date:	**Licensee** completes date of inquiry submittal.
6. Response Instructions:	**Licensee** specifies whether it prefers to receive BellSouth' s response by mail or by fax, and completes full mailing address or fax number.
Description of Request and Location:	
7. Records (only):	**Licensee** specifies the type of records it wishes to review, and also submits Form GN-2.
8. Structures (only):	**Licensee** specifies the type of attachment or occupancy its wishes to make, and also submits Form GN-3.
9. Records Information:	**Licensee** specifies its records information option. Records may be reviewed at a BellSouth location following approval of Form GN-2, or forwarded to Licensee' s address specified in item 6.

Continued on next page.

INQUIRY REQUEST (Form GN-1) - EXAMPLE - Continued

Continued from the previous page.

10. BellSouth Wire Center:	**Licensee** completes Wire Center and NPA NNX (area code and prefix) for facility location, if known.
11. County (Parish)- REQUIRED	**Licensee** inserts County where requested facilities are located. Information is required and used in BST Tracking Number. If more than one county, indicate "Multiple".
12. State- REQUIRED:	**Licensee** inserts State where requested facilities are located. Information is required and used in BST Tracking Number.
13. Section:	Applicable in Alabama, Florida, Louisiana, and sometimes Georgia. **Licensee** completes public land Section number(s) where requested facilities are located, if known.
14. Township/ Land District:	Applicable in Alabama, Florida, Louisiana, and Georgia. **Licensee** completes Township or Land District number(s) where requested facilities are located, if known.
15. Range/Land Lot:	Applicable in Alabama, Florida, Louisiana, and Georgia. **Licensee** completes Range or Land Lot number(s) where requested facilities are located, if known.
16. Description and/or Remarks:	**Licensee** completes a description of location of requested facilities and/or attaches sketch(es) sufficient for BellSouth to identify the location in its records.

Sequence Note: After completing form through Item 16, **Licensee** submits Form GN-1 to BellSouth SPOC (CSPC).

Continued on next page.

INQUIRY REQUEST (Form GN-1) - EXAMPLE - Continued

Continued from previous page.

Mail or fax your request to:	
Competitive Structures Provisioning Center (CSPC)	**Licensee** forwards Form to CSPC.
Inquiry Response (To be completed by BellSouth)	
	BellSouth SPOC either forwards request to Records Center, or returns Form to Licensee for additional information.

9. RECORDS REVIEW REQUEST (Form GN-2) - EXAMPLE

This form must accompany Form GN-1, INQUIRY REQUEST, when Licensee requests to view BellSouth engineering and or right of way records at a BellSouth Records Center. An approved copy of this form must be presented to gain access to a Records Center.

FORM HEADING	INSTRUCTIONS
1. Licensee Tracking No.	**Licensee** inserts tracking number assigned by the Licensee for its internal monitoring.
2. BST Tracking (SAM) No.	**BellSouth SPOC** inserts tracking number assigned by BellSouth. This number will be used throughout the inquiry, application, and billing process to identify the request.
Licensee Request for Records Review	
3. Authorized Licensee Representative:	**Licensee** inserts name of person authorized to act on behalf of the Licensee.
4. Telephone:	**Licensee** inserts contact number for Licensee' s authorized representative.
5. Inquiry Date:	**Licensee** completes date that inquiry is submitted.
6. Fax copy to:	**Licensee** specifies name of the person to receive BellSouth' s faxed response.
7. Fax no.	**Licensee** completes fax no. where BellSouth response is to be sent.
8. Records requested:	**Licensee** describes in detail the records that are requested.
9. Licensee' s acknowledgment of records receipt	**Licensee' s** representative' s signature, completed at the time records are reviewed at BellSouth Record Center. See also item 24 below.
10. Telephone:	**Licensee** inserts contact number for Licensee' s authorized representative.
11. Review Date:	**Licensee** completes date records are actually reviewed.

Sequence Note: After completing form through Item 8, **Licensee** submits Form GN-2 to BellSouth SPOC (CSPC). **Licensee** completes Items 9 through 11 at the time the records are reviewed.

Continued on next page.

RECORDS REVIEW REQUEST (Form GN-2) - EXAMPLE - Continued

Continued from previous page.

BellSouth SPOC Processing	
12. Date Request Received:	**BellSouth** indicates the date that the request is received from Licensee.
13. Date Request Reviewed:	**BellSouth** completes date that request is reviewed by BellSouth SPOC.
14. Authorized BellSouth Representative (SPOC):	**BellSouth** completes name of BellSouth SPOC representative.
15. Process Decision:	**BellSouth SPOC** either approves request and forwards copies to BellSouth Records Center and Licensee, or declines request and returns form to Licensee.
16. Records viewing location:	**BellSouth** inserts address of Records Center where Licensee may view records.
17. Remarks:	**BellSouth** provides remarks if necessary.

Sequence Note: If request is approved as indicated in item 15, a copy is forwarded by the BellSouth SPOC to the BellSouth Records Center and Licensee. Licensee' s representative must present a copy of the approved Form GN-2 to gain access to the Records Center. Licensee visits the Records Center on an appointed day.

BellSouth Records Center Processing	
18. Date Request Received:	**BellSouth Records Center** inserts the date that the request is received.
19. Wire Center:	**BellSouth Records Center** completes the wire center description.
20. BellSouth Representative:	**BellSouth Records Center** inserts the name of its Records Center representative.

Continued on next page.

RECORDS REVIEW REQUEST (Form GN-2) - EXAMPLE - Continued

Continued from previous page.

21. Telephone:	**BellSouth Records Center** inserts the contact number for its Records Center representative.
22. Records Review Scheduled Date:	**BellSouth Records Center** indicates the scheduled review date and any subsequent reviews.
23. Records Review Actual Date:	**BellSouth Records Center** indicates the actual review date and any re-scheduled review date(s).
24. BellSouth' s representative delivering records	**BellSouth Records Center' s** representative' s signature, completed at the time records are reviewed at BellSouth Record Center. See also item 9 above.
25. Telephone:	**BellSouth Records Center** inserts the contact number for its Record Center.
26. Review date:	**BellSouth Records Center** completes the date that the review actually occurs. This date may be the same as Item 23.
27. Remarks:	**BellSouth Records Center** provides remarks if necessary.

10. PRE-LICENSE SURVEY REQUEST (Form GN-3) - EXAMPLE

This form is a multi-use turn-around document used to request records investigations, make-ready estimates, and other activities; to authorize billing, and advise Licensee of the status of its request.

FORM HEADING	INSTRUCTIONS
1. Licensee Tracking No.	**Licensee** inserts tracking number assigned by the Licensee for its internal monitoring.
2. BST Tracking (SAM) No.	**BellSouth SPOC** inserts tracking number assigned by BellSouth. This number will be used throughout the inquiry, application, and billing process to identify the request.
STEP 1 - Use this section to request Pre-License Survey.	
3. Date Submitted:	**Licensee** completes the date that its request is submitted.
4. Licensee Agreement Number:	**Licensee** inserts Licensee Agreement Number assigned by BellSouth to the agreement.
5. Authorized Licensee Representative:	**Licensee** inserts name of person authorized to act on behalf of the Licensee.
6. Company Making Application:	**Licensee** completes the full corporate name of the Licensee making application.
7. Telephone:	**Licensee** inserts contact number for Licensee' s authorized representative.
8. Fax:	**Licensee** inserts fax number.
9. Street Address:	**Licensee** inserts street address of business location of Licensee making application.
10. City:	**Licensee** completes City of business location of Licensee making application.
11. State:	**Licensee** completes State of business location for Licensee making application.
12. Zip:	**Licensee** completes Zip Code for business location of Licensee making application.

Continued on next page.

PRE-LICENSE SURVEY REQUEST (Form GN-3) - EXAMPLE - Continued

Continued from previous page.

Licensee must identify, with reasonable specificity, the geographic area for which facilities are required, types and quantities of required facilities, and the required in-service date (attached).	
13. Licensee requests... "Records Only"...	**Licensee** specifies the type(s) of facilities to be investigated and chooses an option for authorization of charges, or **Licensee** completes Item 14.
14. Licensee requests ... "Field Inspection"...	**Licensee** requests a field inspection and chooses from options for various activities and authorizes related charges. Licensee signature required to authorize rodding of duct. Alternately, **Licensee** may complete Item 13.
15. Required In-Service Date:	**Licensee** specifies its required in-service date for its services associated with the facilities request.
16. Type of Required Facilities:	**Licensee** specifies the type of facilities that are required.
17. Quantity of Required Facilities:	**Licensee** specifies the quantity of facilities required.
18. Additional Description/ Remarks:	**Licensee** provides any additional comments. Sketches may be attached to the form.

Sequence Note: After completing form through Item 18, **Licensee** submits Form GN-3 to BellSouth SPOC (CSPC). BellSouth completes Items 19 through 32 and responds to Licensee.

Step 2 - BellSouth Response	
19. Records Investigation:	**BellSouth** reports the outcome of its records research, based on request in Item 13.

Continued on next page.

PRE-LICENSE SURVEY REQUEST (Form GN-3) - EXAMPLE - Continued

Continued from previous page.

20. BellSouth Representative:	**BellSouth** inserts name of BellSouth representative reviewing and responding to records investigation request.
21. Date:	**BellSouth** inserts date that records review request is completed.
22. Telephone:	**BellSouth** completes contact number for BellSouth representative reviewing request.
23. Estimate of "Records Only" investigation costs:	**BellSouth** inserts its estimate of costs to complete records review requested by Licensee in Item 13.
24. Number of weeks to complete:	**BellSouth** submits its estimate of the time required to complete the review requested by Licensee.
25. Field Investigation:	**BellSouth** reports the outcome of its field investigation, based on Licensee's request in Item 14.
26. BellSouth Representative:	**BellSouth** inserts the name of BellSouth representative reviewing and responding to records investigation request.
27. Date:	**BellSouth** inserts the date that the records review request is completed.
28. Telephone:	**BellSouth** completes the contact number for the BellSouth representative reviewing request.
29. Estimate of "Field Inspection" charges:	**BellSouth** inserts its estimate of costs to complete field inspection requested by Licensee in Item 14.
30. Number of weeks to complete:	**BellSouth** submits estimate of time required to complete investigation requested by Licensee in Item 14.

Continued on next page.

PRE-LICENSE SURVEY REQUEST (Form GN-3) - EXAMPLE - Continued

Continued from previous page.

31. BST contact... "Field Inspection"	**BellSouth** provides name of its representative appointed to coordinate field inspection requested in Item 14.
32. Telephone:	**BellSouth** inserts contact number of its representative appointed to coordinate field inspection requested in Item 14.

11. MAKE-READY ESTIMATE REQUEST (Form GN-4) - EXAMPLE

Multi-use document designed for Licensee to request an estimate of make-ready charges, authorize duct rodding, and request assistance with access to facilities not controlled by BellSouth. Licensee is provided several options regarding make-ready cost estimate approval and work performance.

FORM HEADING	INSTRUCTIONS
1. Licensee Tracking No.	**Licensee** inserts tracking number assigned by the Licensee for its internal monitoring.
2. BST Tracking (SAM) No.	**BellSouth SPOC** inserts tracking number assigned by BellSouth. This number will be used throughout the inquiry, application, and billing process to identify the request.
STEP 1 - Use this section to request Make-Ready Estimate.	
3. Date Submitted:	**Licensee** completes date that its request is submitted.
4. Licensee Agreement Number:	**Licensee** inserts Licensee Agreement Number assigned to the agreement by BellSouth.
5. Authorized Licensee Representative:	**Licensee** inserts name of person authorized to act on behalf of the Licensee.
6. Company Making Application:	**Licensee** completes full corporate name of Licensee making application.
7. Telephone:	**Licensee** inserts contact number for Licensee' s authorized representative.
8. Fax:	**Licensee** inserts its fax number.
9. Street Address:	**Licensee** inserts street address of business location of Licensee making application.
10. City:	**Licensee** completes City of business location of Licensee making application.
11. State:	**Licensee** completes State of business location for Licensee making application.
12. Zip:	**Licensee** completes Zip Code for business location of Licensee making application.

Continued on next page.

MAKE-READY ESTIMATE REQUEST (Form GN-4) - EXAMPLE - Continued

Continued from previous page.

Licensee to provide a complete set of engineered drawings indicating proposed work on which make-ready is to be based (not required if Form PL-2 is submitted for entire route). Note: If Form PL-2 option is selected, a completed Form PL-2 is required for each pole.	
13. Licensee requests... "Make-Ready" estimate...	**Licensee** specifies the type(s) of make-ready functions for which an estimate is sought, and chooses an option for authorization of charges. In addition, Licensee may use this section to authorize rodding of duct, and/or request that BellSouth attempt to secure access to facilities not owned or controlled by BellSouth.
14. Additional Description/ Remarks:	**Licensee** provides any additional comments. Sketches may be attached.

Sequence Note: After completing form through Item 14, **Licensee** submits Form GN-4 to BellSouth SPOC (CSPC). BellSouth completes Items 19 through 25 and responds to Licensee.

Step 2 - BellSouth Response. BellSouth's make-ready estimate to accommodate Licensee's facilities is based upon completion in BellSouth's normal work load schedule within normal working conditions.	
15. Make-Ready Estimate:	**BellSouth** advises Licensee if additional detail is needed, or if no make-ready is required. Otherwise, BellSouth provides make-ready estimates.
16. Estimate of make-ready costs:	**BellSouth** provides estimate of cost for make-ready.

Continued on next page.

MAKE-READY ESTIMATE REQUEST (Form GN-4) - EXAMPLE - Continued

Continued from previous page.

17. Estimated construction interval:	**BellSouth** provides estimate of the time interval required for it to complete make-ready.
18. Earliest construction start date:	**BellSouth** provides the earliest date it may begin make-ready construction work.
19. Responsibility:	**BellSouth** completes a Responsibility Code used for internal tracking and proper application of reimbursement.
20. Geographic Location:	**BellSouth** completes a Geographic Location used for internal tracking and proper application of reimbursement.
21. BellSouth Representative:	**BellSouth** inserts name of BellSouth representative reviewing and responding to make-ready estimate request.
22. Date:	**BellSouth** inserts date that make-ready estimate request is completed.
23. Telephone:	**BellSouth** completes contact number for BellSouth representative reviewing request.
24. BellSouth Contact... "Make-Ready" work:	**BellSouth** inserts the name of BellSouth representative responsible for coordinating make-ready work.
25. Telephone:	**BellSouth** inserts contact number of BellSouth representative responsible for coordinating make-ready work.

Sequence Note: BellSouth returns form to Licensee. **Licensee** completes the Items 26 through 29 and returns form to BellSouth SPOC.

Continued on next page.

MAKE-READY ESTIMATE REQUEST (Form GN-4) - EXAMPLE - Continued

Continued from previous page.

Step 3 - Licensee Make-Ready Preference (to be completed after receipt of BellSouth' s response)	
26. Licensee options:	**Licensee** selects all options that apply regarding acceptance or dispute of make-ready costs, and alternatives for expedited or contracted make-ready work.
27. Authorized Licensee Representative:	**Licensee** inserts the name of its authorized representative selecting Licensee options.
28. Date:	**Licensee** completes the date that the options are selected.
29. Telephone:	**Licensee** specifies contact number for authorized representative.
Note: If Licensee elects to perform make-ready work, Licensee must complete Form NT-1 (Part 1) to inform BellSouth of make-ready start and, also, subsequent construction complete dates. Upon completion of make-ready work, appropriate form, PL-1 or CN-1, must be submitted for pole attachment and/or conduit occupancy application approval. Facility placement, with completion of Form NT-1 (Part 2) and proper notice, will be permitted upon application approval	

Sequence Note: After completing form Items 26 through 29, **Licensee** returns Form GN-4 to BellSouth SPOC (CSPC). BellSouth completes Items 30 and 31.

Step 4 - BellSouth Receipt	
30. Date Received:	**BellSouth** inserts the date that the Licensee' s make-ready preference is received.
31. BellSouth Representative:	**BellSouth** indicates the name of the person receiving the Licensee' s make-ready preference.

12. APPLICATION AND POLE ATTACHMENT LICENSE - (Form PL-1) - EXAMPLE

This is multi-use turn around document used by CLEC Licensee to request access to poles and for the Licensee to certify that all make-ready issues have been resolved. In addition, the form is used to advise Licensee of application approval by BellSouth. Form NT-1 must also be submitted in conjunction with application.

FORM HEADING	INSTRUCTIONS
1. Licensee Tracking No.	**Licensee** inserts tracking number assigned by the Licensee for its internal monitoring.
2. BST Tracking (SAM) No.	**BellSouth SPOC** inserts tracking number assigned by BellSouth. This number will be used throughout the inquiry, application, and billing process to identify the request.
3. Date Submitted:	**Licensee** completes date that its request is submitted.
4. Licensee Agreement Number:	**Licensee** inserts Licensee Agreement Number assigned to the agreement by BellSouth.
5. Authorized Licensee Representative:	**Licensee** inserts name of person authorized to act on its behalf.
6. Company Making Application:	**Licensee** completes full corporate name of Licensee making application.
7. Telephone:	**Licensee** inserts contact number for its authorized representative.
8. Fax:	**Licensee** inserts its fax number.
9. Street Address:	**Licensee** inserts street address of business location of Licensee making application.
10. City:	**Licensee** completes City of business location of Licensee making application.
11. State:	**Licensee** completes State of business location for Licensee making application.
12. Zip:	**Licensee** completes Zip Code for business location of Licensee making application.

Continued on next page.

APPLICATION AND POLE ATTACHMENT LICENSE (Form PL-1) - EXAMPLE - Continued

Continued from previous page.

In accordance with the terms and conditions of the License Agreement between us, application is hereby made for a non-exclusive license to attach communications facilities to BellSouth poles as indicated below. This request will be designated:	
13. Licensee POLE ATTACHMENT (P.A.) Application No. P.A.:	**Licensee** identifies the sequence number for its application. Individual applications are to be numbered in sequential ascending order by Licensee. BellSouth will process applications in sequential ascending order according to the application numbers assigned by the Licensee.
14. Poles: Number Requested	**Licensee** indicates the number of poles it wishes to attach to.
15. Anchors: Number Requested	**Licensee** specifies the number of anchors it wishes to attach to.
16. Approximate Location (city/district):	**Licensee** identifies where the proposed attachments are located. A sketch may also be required.
Step 1 - **Licensee Submittal**. Licensee to submit after appropriate forms regarding pre-license surveys, make-ready requests, etc., have been approved. Make-ready work must be completed and notification received prior to application approval.	
17. Licensee has resolved... agreed upon.	**Licensee** certifies that it has resolved make-ready issues.
18. Licensee Representative:	**Licensee** provides the name of its representative.
19. Title:	**Licensee** completes title of its representative.
20. Telephone:	**Licensee** inserts contact number for its authorized representative.

Continued on next page.

APPLICATION AND POLE ATTACHMENT LICENSE (Form PL-1) - EXAMPLE - Continued

Continued from previous page.

21. Fax:	**Licensee** inserts its fax number.
Note: Upon approval of application by BellSouth and prior to facility placement by Licensee, Licensee must submit Form NT-1 informing BellSouth of proposed facility placement schedule.	

Sequence Note: After completing form through Item 21, **Licensee** submits Form PL-1 to BellSouth SPOC (CSPC). BellSouth completes Items 22 through 35 and responds to Licensee.

Step 2 - BellSouth Approval	
22. Date application received:	**BellSouth** indicates the date that it receives application.
23. Pole Attachment Application...:	**BellSouth** either approves, approves with revisions, or denies the pole attachment application.
24. Approved By:	**BellSouth** inserts printed name of person approving Licensee's application.
25. Signature:	**BellSouth** inserts signature of its representative reviewing application.
26. Title:	**BellSouth** inserts the title of its representative reviewing the application.
27. Date Approved:	**BellSouth** inserts the date that the application is approved.
28. Local BellSouth Contact:	**BellSouth** completes the name of its local contact person.
29. Telephone:	**BellSouth** inserts the contact number for its representative.
30. Fax:	**BellSouth** inserts the fax number for its representative.
31. Poles Licensee requested:	**BellSouth** inserts the number of poles the Licensee requested to attach to.

Continued on next page.

Continued from previous page.

32. Poles BST Approved:	**BellSouth** indicates the number of poles that the Licensee is authorized to attach to. Licensee will be billed based on the authorized number of attachments.
33. Anchors Licensee requested:	**BellSouth** inserts the number of anchors that the Licensee requested to attach to.
34. Anchors BST Approved:	**BellSouth** indicates the number of anchors that the Licensee is authorized to attach to. Licensee will be billed based on the authorized number of attachments.
35. Comments:	**BellSouth** provides comments, if any.

13. APPLICATION AND CONDUIT OCCUPANCY LICENSE (Form CN-1) - EXAMPLE

This is a multi-use turn around document used to request access to conduit. In addition, the form is used to advise Licensee of BellSouth' s approval of Licensee' s application. Form CN-4 or CN-5, and Form NT-1 must be submitted in conjunction with the application.

FORM HEADING	INSTRUCTIONS
1. Licensee Tracking No.	**Licensee** inserts tracking number assigned by the Licensee for its internal monitoring.
2. BST Tracking (SAM) No.	**BellSouth SPOC** inserts tracking number assigned by BellSouth. This number will be used throughout the inquiry, application, and billing process to identify the request.
3. Date Submitted:	**Licensee** completes date that request is submitted.
4. Licensee Agreement Number:	**Licensee** inserts Licensee Agreement Number assigned to the agreement by BellSouth.
5. Authorized Licensee Representative:	**Licensee** inserts name of person authorized to act on its behalf.
6. Company Making Application:	**Licensee** completes full corporate name of Licensee making application.
7. Telephone:	**Licensee** inserts contact number for its authorized representative.
8. Fax:	**Licensee** inserts its fax number.
9. Street Address:	**Licensee** inserts street address of business location of Licensee making application.
10. City:	**Licensee** completes City of business location of Licensee making application.
11. State:	**Licensee** completes State of business location for Licensee making application.
12. Zip:	**Licensee** completes Zip Code for business location of Licensee making application.

Continued on next page.

APPLICATION AND CONDUIT OCCUPANCY LICENSE (Form CN-1) - EXAMPLE - Continued

Continued from previous page.

In accordance with the terms and conditions of the License Agreement between us, application is hereby made for a license to occupy BellSouth's conduit system as indicated below. This request will be designated:	
13. Licensee CONDUIT OCCUPANCY(C.O.) Application No. C.O.:	**Licensee** identifies the sequence number for its application. Individual applications are to be numbered in sequential ascending order by Licensee. BellSouth will process applications in sequential ascending order according to the application numbers assigned by the Licensee.
14. Duct Feet:	**Licensee** indicates the number of duct feet it wishes to occupy.
15. Approximate Location (city/district):	**Licensee** identifies where the proposed occupancy is located. A sketch may also be required.
Step 1 - **Licensee Submittal**. Licensee to submit after appropriate forms regarding pre-license surveys, make-ready requests, etc., have been approved; in addition, make-ready work must be completed and notification received.	
Note: Licensee is responsible for, expense of BellSouth's employee when Licensee is performing work in BellSouth manholes. This form to be submitted after make-ready work has been completed by Licensee using Form NT-1 or Licensee has received notice of completion. Application for occupancy will not be approved prior to make-ready work being completed. Appropriate Forms CN-4 and CN-5 to be included.	
16. Licensee Representative:	**Licensee** provides the name of its representative.
17. Title:	**Licensee** completes title of its representative.
18. Telephone:	**Licensee** inserts contact number for its authorized representative.

Continued on next page.

APPLICATION AND CONDUIT OCCUPANCY LICENSE (Form CN-1) - EXAMPLE - Continued

Continued from previous page.

19. Fax:	**Licensee** inserts its fax number.
Note: Upon approval of application by BellSouth and prior to facility placement by Licensee, Licensee must submit Form NT-1 informing BellSouth of proposed facility placement schedule.	

Sequence Note: After completing form through Item 19, **Licensee** submits Form CN-1 to BellSouth SPOC (CSPC). BellSouth completes Items 22 through 31 and responds to Licensee.

Step 2 - BellSouth Approval	
20. Date application received:	**BellSouth** indicates the date that it receives application.
21. Conduit Occupancy Application...:	**BellSouth** either approves, approves with revisions, or denies the occupancy application.
22. Approved By:	**BellSouth** inserts printed name of person approving Licensee' s application.
23. Signature:	**BellSouth** inserts signature of its representative reviewing application.
24. Title:	**BellSouth** inserts the title of its representative reviewing the application.
25. Date Approved:	**BellSouth** inserts the date that the application is approved.
26. Local BellSouth Contact:	**BellSouth** completes the name of its local contact person.
27. Telephone:	**BellSouth** inserts the contact number for its representative.
28. Fax:	**BellSouth** inserts the fax number for its representative.

Continued on next page.

Continued from previous page.

29. Duct Feet Licensee Requested:	**BellSouth** inserts the length of duct the Licensee requested to occupy.
30. Duct Feet BellSouth Approved:	**BellSouth** indicates the length of duct that the Licensee is authorized to occupy. Licensee will be billed based on the authorized length of duct occupied
31. Comments:	**BellSouth** provides comments, if any.

14. CABLE TO OCCUPY CONDUIT (Form CN-4) - EXAMPLE

This form is used to provide technical specifications of facilities placed in a conduit. It must be submitted with CN-1 when applicable.

FORM HEADING	INSTRUCTIONS
1. Licensee Tracking No.	**Licensee** inserts tracking number assigned by the Licensee for its internal monitoring.
2. BST Tracking (SAM) No.	**BellSouth SPOC** inserts tracking number assigned by BellSouth. This number will be used throughout the inquiry, application, and billing process to identify the request.
3. Date Submitted:	**Licensee** completes date that its request is submitted.
4. Licensee Agreement Number:	**Licensee** inserts Licensee Agreement Number assigned to the agreement by BellSouth.
5. Authorized Licensee Representative:	**Licensee** inserts name of person authorized to act on behalf of the Licensee.
6. Company Making Application:	**Licensee** completes full corporate name of Licensee making application.
7. Telephone:	**Licensee** inserts contact number for Licensee' s authorized representative.
8. Fax:	**Licensee** inserts fax number.
9. Street Address:	**Licensee** inserts street address of business location of Licensee making application.
10. City:	**Licensee** completes City of business location of Licensee making application.
11. State:	**Licensee** completes State of business location for Licensee making application.
12. Zip:	**Licensee** completes Zip Code for business location of Licensee making application.
Licensee to provide all information	
Cable Designation, etc.	**Licensee** completes details of cable to be placed in conduit.

15. EQUIPMENT HOUSINGS TO BE PLACED IN MANHOLES (Form CN-5)- EXAMPLE

Used to describe the technical specifications of equipment housings to be placed in manholes. Submitted with CN-1 when applicable.

FORM HEADING	INSTRUCTIONS
1. Licensee Tracking No.	**Licensee** inserts tracking number assigned by the Licensee for its internal monitoring.
2. BST Tracking (SAM) No.	**BellSouth SPOC** inserts tracking number assigned by BellSouth. This number will be used throughout the inquiry, application, and billing process to identify the request.
3. Date Submitted:	**Licensee** completes date that its request is submitted.
4. Licensee Agreement Number:	**Licensee** inserts Licensee Agreement Number assigned to the agreement by BellSouth.
5. Authorized Licensee Representative:	**Licensee** inserts name of person authorized to act on its behalf.
6. Company Making Application:	**Licensee** completes full corporate name of Licensee making application.
7. Telephone:	**Licensee** inserts contact number for Licensee authorized representatives.
8. Fax:	**Licensee** inserts fax number.
9. Street Address:	**Licensee** inserts street address of business location of Licensee making application.
10. City:	**Licensee** completes City of business location of Licensee making application.
11. State:	**Licensee** completes State of business location for Licensee making application.
12. Zip:	**Licensee** completes Zip Code for business location of Licensee making application.
Licensee to provide all information	
Manhole Location, etc.	**Licensee** completes details of equipment housings to be placed in manholes.

16. CONSTRUCTION PERFORMED AND/OR COMPLETED (Form NT-1) - EXAMPLE

This is a multi-use form used at various stages of the application and license process to advise BST of work completion. This form must accompany PL-1, PL-4, CN-1, CN-7, CN-8, CN-9, CN-10, and CN-11.

FORM HEADING	INSTRUCTIONS
1. Licensee Tracking No.	**Licensee** inserts tracking number assigned by the Licensee for its internal monitoring.
2. BST Tracking (SAM) No.	**BellSouth SPOC** inserts tracking number assigned by BellSouth. This number will be used throughout the inquiry, application, and billing process to identify the request.
3. Date Submitted:	**Licensee** completes date that its request is submitted.
4. Licensee Agreement Number:	**Licensee** inserts Licensee Agreement Number assigned to the agreement by BellSouth.
5. Authorized Licensee Representative:	**Licensee** inserts name of person authorized to act on its behalf.
6. Company Making Application:	**Licensee** completes full corporate name of Licensee making application.
7. Telephone:	**Licensee** inserts contact number for Licensee' s authorized representative.
8. Fax:	**Licensee** inserts its fax number.
9. Street Address:	**Licensee** inserts street address of business location of Licensee making application.
10. City:	**Licensee** completes City of business location of Licensee making application.
11. State:	**Licensee** completes State of business location for Licensee making application.
12. Zip:	**Licensee** completes Zip Code for business location of Licensee making application.

Continued on next page.

CONSTRUCTION PERFORMED AND/OR COMPLETED (Form NT-1) - EXAMPLE

Continued from previous page.

In lieu of obtaining performance of make-ready work by BellSouth (permitted in conduit only), Licensee, at its option, may arrange for the performance of such work by a contractor certified by BellSouth to work on or in its facilities. This information to be provided upon completion of Form GN-4. Submit this form to BellSouth single-point of contact (SPOC) for reporting various stages of construction proposals and completion notices (same form for all steps).	
Step 1 - Use this section to indicate PROPOSED Make-Ready construction information (30 day advance notice required when performed by Licensee)	
13. Facility Type:	**Licensee** indicates the type of facility affected by proposed make-ready work.
14. Date Submitted:	**Licensee** indicates the date the Licensee submits the make-ready proposal.
15. Construction start date:	**Licensee** indicates the proposed construction start date.
16. Construction Company Name:	**Licensee** inserts the name of the construction company it proposes to use. BellSouth must approve the contractor before work begins.
17. Authorized Construction Contact:	**Licensee** provides a contact name for its contractor.
18. Telephone:	**Licensee** provides a contact number for its contractor.
STEP 2 -Use this section to report COMPLETION of Make-Ready construction	
19. Reported By:	**Licensee** provides the name of its representative reporting make-ready completion.
20. Date Reported:	**Licensee** provides the date of reporting of make-ready completion.

Continued on next page.

CONSTRUCTION PERFORMED AND/OR COMPLETED (Form NT-1) - EXAMPLE

Continued from previous page.

21. Actual Make-Ready Completion Date:	**Licensee** provides the actual date of make-ready completion.
BellSouth will issue a license to Licensee at the time all make ready work necessary for Licensee' s attachment or occupancy has been completed.	
22. Proposed Construction Start Date:	**Licensee** provides the date it proposes to begin its facilities placement construction.
23. Construction Company Name:	**Licensee** provides the name of the company that it proposes to use to place its facilities.
24. Authorized Construction Contact:	**Licensee** inserts the name of its authorized construction contact.
25. Telephone:	**Licensee** provides the contact number for its authorized construction contact.
26. Date Submitted:	**Licensee** completes the date that the proposed construction information is submitted.
Step 4- Use this section to report COMPLETED Placement of Licensee Facilities.	
27. Reported By:	**Licensee** inserts name of person reporting that placement of facilities is complete.
28. Date Reported:	**Licensee** indicates the date that its report of completion of placement of facilities is submitted.
29. Actual Make-Ready Completion Date:	**Licensee** provides the actual date of facilities placement completion.

Sequence Note: After occupancy or attachment work is completed, **Licensee** must provide facility as-built drawings along with Form NT-1 to BellSouth SPOC (CSPC).

Continued on next page.

CONSTRUCTION PERFORMED AND/OR COMPLETED (Form NT-1) - EXAMPLE

Continued from previous page.

For each Licensee authorization, either making attachment to or occupancy within BellSouth facilities, Licensee will provide a complete set of actual placement drawings for posting to BellSouth records.	
30. Actual Placement Drawings Attached:	**Licensee** indicates if facilities placement as-built drawings are attached to the Form.
31. BellSouth Test Center Notified...	**BellSouth** indicates whether its Test Center has been notified of Licensee activity in the underground.

17. APPLICATION AND RIGHT OF WAY OCCUPANCY LICENSE (Form RW-1) - EXAMPLE

This is two-part form used to request access to BellSouth right of way. In addition, the form is used to advise Licensee of BellSouth' s approval of the Licensee' s application.

The location description on page 2 of the form must be completed, and Form NT-1 must be submitted in conjunction with the application.

FORM HEADING	INSTRUCTIONS
1. Licensee Tracking No.	**Licensee** inserts tracking number assigned by the Licensee for its internal monitoring.
2. BST Tracking (SAM) No.	**BellSouth SPOC** inserts tracking number assigned by BellSouth. This number will be used throughout the inquiry, application, and billing process to identify the request.
3. Date Submitted:	**Licensee** completes date that request is submitted.
4. Licensee Agreement Number:	**Licensee** inserts Licensee Agreement Number assigned to the agreement by BellSouth.
5. Authorized Licensee Representative:	**Licensee** inserts name of person authorized to act on its behalf.
6. Company Making Application:	**Licensee** completes full corporate name of Licensee making application.
7. Telephone:	**Licensee** inserts contact number for Licensee' s authorized representative.
8. Fax:	**Licensee** inserts its fax number.
9. Street Address:	**Licensee** inserts street address of business location of Licensee making application.
10. City:	**Licensee** completes City of business location of Licensee making application.
11. State:	**Licensee** completes State of business location for Licensee making application.
12. Zip:	**Licensee** completes Zip Code for business location of Licensee making application.

Continued on next page.

APPLICATION AND RIGHT OF WAY OCCUPANCY LICENSE (Form RW-1) - EXAMPLE - Continued

Continued from previous page.

In accordance with the terms and conditions of the Agreement between us, application is hereby made for a license to occupy BellSouth's right of way as indicated below. This request will be designated:	
13. Licensee RIGHT OF WAY OCCUPANCY (R.O.) Application No. R.O.:	**Licensee** identifies the sequence number for its application. Individual applications are to be numbered in sequential ascending order by Licensee. BellSouth will process applications in sequential ascending order according to the application numbers assigned by the Licensee.
14.A. Linear Feet:	**Licensee** indicates the total linear feet of right of way it wishes to occupy.
14.B. Area:	**Licensee** specifies the area in acres or square feet that it wishes to occupy.
15. Approximate Location (city/district):	**Licensee** identifies where the proposed occupancy is located. A more detailed description is required on Page 2 of Form RW-1.
Step 1 - **Licensee Submittal**. Licensee to submit after appropriate forms regarding pre-license surveys, make-ready requests, etc., have been approved. Make-ready work must be completed and notification received prior to application approval	
16. Licensee Representative:	**Licensee** provides the name of its representative.
17. Title:	**Licensee** completes title of its representative.
18. Telephone:	**Licensee** inserts contact number for Licensee authorized representatives.
19. Fax:	**Licensee** inserts fax number.
Note: Upon approval of application by BellSouth and prior to facility placement by Licensee, Licensee must submit Form NT-1 informing BellSouth of proposed facility placement schedule.	

Continued on next page.

APPLICATION AND RIGHT OF WAY OCCUPANCY LICENSE (Form RW-1) - EXAMPLE - Continued

Sequence Note: After completing form through Item 19, **Licensee** submits Form RW-1 to BellSouth SPOC (CSPC). BellSouth completes Items 20 through 28 and responds to Licensee.

Step 2 - BellSouth Approval	
20. Date application received:	**BellSouth** indicates the date that it receives application.
21. Right of Way Occupancy Application...	**BellSouth** either approves, approves with revisions, or denies the right of way occupancy application.
22. Approved By:	**BellSouth** inserts printed name of person approving Licensee' s application.
23. Signature:	**BellSouth** inserts signature of its representative reviewing application.
24. Title:	**BellSouth** inserts the title of its representative reviewing the application.
25. Date Approved:	**BellSouth** inserts the date that the application is approved.
26. Local BellSouth Contact:	**BellSouth** completes the name of its local contact person.
27. Telephone:	**BellSouth** inserts the contact number for its representative.
28. Fax:	**BellSouth** inserts the fax number for its representative.
29. Linear Feet... Requested:	**BellSouth** inserts the linear feet or area the Licensee requested to occupy.
30. Linear Feet... Approved:	**BellSouth** indicates the linear feet or area the Licensee is authorized to occupy.
31. Comments:	**BellSouth** provides comments, if any.

18. FORMS

The following pages contain forms which may be reproduced locally and used when making requests to attach to or occupy BellSouth structures.

Licensees or their representatives having questions on how to complete any of the forms contained in these guidelines should contact the Competitive Structures Provisioning Center.

1. Licensee Tracking No.	**INQUIRY REQUEST**	2. BST Tracking (SAM) No.

Instructions: Please complete all information below regarding your request and forward to the office listed below. This form may be used to make general inquiries regarding the availability of poles, conduit, and right of way. License application must be made and approved, and any fees paid before attachment or occupancy work may proceed.

In accordance with the terms and conditions of the License Agreement between BellSouth Telecommunications, Inc. and , dated , and identified as BellSouth License Agreement No. , request is hereby made for initial investigation of availability of poles, conduit, and/or right of way identified and described in this inquiry form. **Licensee must identify, with reasonable specificity, the geographic area for which facilities are required.**

Inquiry made by:

3. Authorized Licensee Representative:	4. Telephone:	5. Inquiry Date:
6. Response Instructions: ☐ Mail copy to:	Address: City: / State: / Zip Code: Fax No.	

Description of Request and Location:

Anticipated Type(s):	7. Records (only): Complete Form GN-2 ☐ Engineering ☐ Right of Way	8. Structures (only): Complete Form GN-3 ☐ Pole Attachment ☐ Conduit Occupancy ☐ Right of Way

9. Records Information: (select 1)	☐ Review at BellSouth facilities ☐ Request copy be mailed (to above address, only)	10. BellSouth Wire Center: NPA NNX:

11. County (Parish) - **REQUIRED**:	12. State - **REQUIRED**:

13. Section:	14. Township/ Land District:	15. Range/ Land Lot:

16. Description and/or Remarks; ☐ Sketch Attached:

Mail or fax your request to:	**Inquiry Response (To be completed by BellSouth)**
BellSouth Right of Way and Joint-Use **Attn.: License Administrator** **North W3D2** **3535 Colonnade Parkway** **Birmingham, Alabama 35243** **Direct questions to: (205) 977-2631 or (205) 977-1862 or (205) 977-2682** **Fax: (205) 977-7997**	☐ The inquiry you made does not include sufficient detail to process your request. Please provide additional detail and resubmit. ☐ The inquiry you made has been forwarded to BellSouth's Records Management Center for processing.

NOTICE

BellSouth records provided under this Inquiry Request may not reflect actual field conditions. Licensee acknowledges that physical inspection is necessary to verify presence and condition of outside plant facilities and/or right of way, and that in providing record information, BellSouth assumes no liability to Licensee or any third party for errors/omissions contained therein.

10/29/97

1. Licensee Tracking No.	**RECORDS REVIEW REQUEST**	2. BST Tracking (SAM) No.

Instructions: This form must accompany Form GN-1 when Licensee requests to view BellSouth engineering and/or right-of-way records (at a BellSouth Records Center). BellSouth's authorized representative will review and approve the request, if properly completed. A copy will be provided to BellSouth personnel at the Records Center responsible for records per this request; a copy will also be provided to Licensee based upon information provided below.

Licensee's agent or authorized representative must present his/her copy upon arrival at BellSouth's Record Center. Licensee's agent or authorized representative will not be permitted to enter BellSouth's Record Centers without this form having been properly completed, approved by an authorized BellSouth representative, and in his/her possession upon arrival. Should licensee's agent or authorized representative arrive at a BellSouth Record Center without the properly completed and approved form in his/her possession, it will be the responsibility of the Licensee to initiate a new request to accommodate the review of records.

Please complete all the information in the Licensee section below.

Licensee Request for Records Review

3. Authorized Licensee Representative:	4. Telephone:	5. Inquiry Date:
Review Response Handling Instructions:	6. Fax copy to:	7. Fax no.
8. Records requested :		
9. Licensee's acknowledgment of records receipt (*to be completed at time of review with BellSouth Records Center personnel*) Signature:	10. Telephone:	11. Review Date:

BellSouth SPOC Processing

12. Date Request Received:	13. Date Request Reviewed:	14. Authorized BellSouth Representative (SPOC):
15. Process Decision: ☐ Approved; forward to Records Center & Licensee ☐ Declined; return to Licensee	16. Records viewing location: Building: Address: City, State:	
17. Remarks:		

BellSouth Records Center Processing

18. Date Request Received:	19. Wire Center:
20. BellSouth Representative:	21. Telephone:
22. Records Review Scheduled Date: ☐ Initial _____ ☐ Re-scheduled _____ ☐ Licensee/Agent failed to show _____	23. Records Review Actual Date: ☐ Initial _____ ☐ Re-scheduled _____

24. BellSouth's representative delivering records (*to be completed at time of review with Licensee*) Signature:	25. Telephone:	26. Review Date:
27. Remarks:		

7/28/97

1. Licensee Tracking No.	**PRE-LICENSE SURVEY REQUEST**	2. BST Tracking (SAM) No.

STEP 1 - Use this section to request Pre-License Survey

3. Date Submitted:	4. License Agreement No.:	5. Authorized Licensee Representative:
6. Company Making Application:		7. Telephone: 8. Fax:
9. Street Address:		

10. City:	10a. County/Parish:	11. State:	12. Zip:

Licensee must identify, with reasonable specificity, the geographic area for which facilities are required, types and quantities of required facilities, and the required in-service date (attached).

13. Licensee requests BellSouth to complete a "**Records Only**" investigation in order to determine availability of facilities for potential ☐ pole attachment(s), ☐ conduit occupancy, and/or ☐ right-of-way as follows:

☐ Licensee either authorizes charges required to complete investigation. _____
or Authorized signature (required)

☐ Licensee requests BellSouth to provide estimate of associated charges; **BellSouth will not proceed until receipt of payment**

14. Licensee requests BellSouth to perform a "**Field Inspection**" in order to determine availability of facilities for potential ☐ pole attachment(s) and/or ☐ conduit occupancy, as follows: *(Select all that apply)*

☐ Licensee either authorizes charges required to complete investigation. _____
or Authorized signature (required)

☐ Licensee requests BellSouth to provide estimate of associated charges; **BellSouth will not proceed until receipt of payment**

☐ Licensee authorizes "rodding" of conduit, at Licensee's expense, to determine availability.

Licensee's authorized representative (signature required): _____

☐ Licensee requests to participate in pre-license ("Field Inspection") survey.

☐ Licensee requests estimate of make-ready charges. Form GN-4 to be completed and attached.

15. Required In-Service Date:	16. Type of Required Facilities:	17. Quantity of Required Facilities:

18. Additional Description/Remarks:

STEP 2 - **BellSouth Response**

19. **Records Investigation:**

☐ The inquiry you made does not include sufficient detail to process your request. Please provide additional detail and resubmit.

☐ A records investigation indicated that the attachment or occupancy you described is not available.

☐ A records investigation indicated that the attachment or occupancy you described is available; actual availability requires physical inspection. ***License application must be made and approved, and any make-ready fees paid before attachment or occupancy work may proceed.***

20. BellSouth Representative:	21. Date:	22. Telephone:

23. Estimate of "Records Only" investigation costs:	24. Number of weeks to complete (*if charges submitted for Licensee approval, BST will proceed, only upon receipt of payment*):

25. **Field Investigation:**

☐ The inquiry you made does not include sufficient detail to process your request. Please provide additional detail and resubmit.

☐ A field investigation indicated that the attachment or occupancy you described is not available.

☐ A field investigation indicated that the attachment or occupancy you described is available; actual availability may require physical inspection. ***License application must be made and approved, and any make-ready fees paid before attachment or occupancy work may proceed.***

26. BellSouth Representative:	27. Date:	28. Telephone:

29. Estimate of "Field Inspection" charges:	30. Number of weeks to complete (*if charges submitted for Licensee approval,*

10/29/97

	BST will proceed, only upon receipt of payment):
31. BST contact to coordinate "Field Inspection" (*BST to be available with 48 hours notice*):	32. Telephone:

1. Licensee Tracking No.	**MAKE-READY ESTIMATE REQUEST**	2. BST Tracking (SAM) No.

STEP 1	Use this section to request Make-Ready Estimate

3. Date Submitted:	4. License Agreement No.:	5. Authorized Licensee Representative:
6. Company Making Application:		7. Telephone: 8. Fax:
9. Street Address:		

10. City:	10a. County/Parish:	11. State:	12. Zip:

Licensee to provide a complete set of engineered drawings indicating proposed work on which makeready is to be based (not required if Form PL-2 is submitted for entire route).

13. Licensee requests BellSouth to provide "**Make-Ready**" estimate for ☐ pole attachment(s), ☐ conduit occupancy, and/or ☐ right-of-way as follows: *(Select all that apply)*

☐ Licensee either authorizes charges required to complete investigation. _____
or Authorized signature (required)

☐ Licensee requests BellSouth to provide estimate of associated charges; **BellSouth will not proceed until receipt of payment**

☐ Licensee authorizes "rodding" of conduit, at Licensee's expense, to determine availability.

Licensee's authorized representative (signature required): _____

☐ If facilities are not controlled by BellSouth, Licensee requests that BellSouth attempt to secure authorizations for Licensee to use said facilities. BellSouth billing job to capture expenses and overheads is payable by Licensee.

14. Additional Description/Remarks:

Step 2 **BellSouth Response**	**BellSouth's makeready estimate to accommodate Licensee's facilities is based upon completion in BellSouth's normal work load schedule within normal working conditions.**

15. Make-Ready Estimate (**due to Licensee within 20 business days**):

☐ The inquiry you made does not include sufficient detail to process your request. Please provide additional detail and resubmit.

☐ No make-ready work is required; proceed with making application by submitting appropriate Form PL-1 (poles) or CN-1 (conduit).

Estimated make-ready costs as per your request:	16. Estimate of make-ready costs:		Reporting Codes
	17. Estimated construction interval:		19. Responsibility:
	18. Earliest construction startdate:		20. Geographic Location:

21. BellSouth Representative:	22. Date:	23. Telephone:
24. BellSouth contact to coordinate "Make-Ready" work:		25. Telephone:

STEP 3 - **Licensee Make-Ready Preference**	(to be completed after receipt of BellSouth's response)

26. Licensee options: *Select all that apply*

☐ Licensee accepts BellSouth proposed estimatedcosts and construction schedule; all charges are payable and due within sixty (60) days of receipt of BellSouth's initial response; initial BellSouth response to be considered an invoice. BellSouth to proceed with make-ready work upon receipt of payment.

☐ Licensee disputes make-ready costs; Licensee to complete Form NT-3 (attached).

☐ Licensee desires to have make-ready work performed on expedited basis; Licensee's proposal (attached).

☐ Licensee desires to complete make-ready work (**permitted by BellSouth in conduit, only**) by a contractor certified by BellSouth; certification based upon reasonable and customary criteria employed by BellSouth in the selection of its own contract labor.

Contractor tobe utilized: _____
(*Potential acceptable contractor may be obtained from contact in item number 24*)

27. Authorized Licensee Representative:	28. Date:	29. Telephone:

If Licensee elects to perform make-ready work, Licensee must complete Form NT-1 (Part 1) to inform BellSouth of make-ready start and, also, subsequent construction complete dates. Upon completion of make-ready work, appropriate form, PL-1 or CN-1, must be submitted for pole attachment and/or conduit occupancy application approval. Facility placement, with completion of Form NT-1 (Part 2) and proper notice, will be permitted upon application approval.

Step 4 - **BellSouth Receipt**	
30. Date Received:	31. BellSouth Representative:

10/29/97

1. Licensee Tracking No.	**BUILDING SPACE LICENSE AGREEMENT for SHARED OWNER-PROVIDED ACCESS**	2. BST Tracking (SAM) No.

Owner:			**Licensee**:			**Contract No.**:
Address:			Address:			
						Effective Date:
City:	State:	Zip:	City:	State:	Zip:	
Contact:			Contact:			Expiration Date:

Connection between Customer' s Premise and Licensee will be by:

☐ Microwave Radio ☐ Metallic Cable ☐ Fiber Optic Cable ☐ Interface with Licensee ☐ #DS-3= Ntwk. #DS-1=

A. Facilities

1. Equipment

Quantity	**Manufacturer**	**Type and Model**

Equipment space description, including length, width, and height (also attach diagram).

2. Cabling

Quantity	**Type and Specification**	**From**	**To**

3. Antenna

Type and Model	**Location** (also attach diagram)

B. Licensee Construction

1. Power Cables

Number	**Description**

2. Cable Racks

Number	**Location**

7/28/97

3. Electric Power

Type of Current	Voltage	Watts	Location

Enclosure of equipment space: ☐ Yes ☐ No

Description (if "Yes")

C. Identify any required usage of third-party access to building:

D. Owner authorizes Licensee to negotiate with BellSouth for access as described above: ☐ Yes ☐ No

Signature (required):

E. Licensee agrees to pay for the foregoing licenses:

	One-time Amount ($)	Monthly Amount ($)
☐ One-time charge		
☐ Monthly charge		

☐ N/A

F. Licensee elects to: (check one)

☐ Obtain required insurance

☐ Self-insured

☐ N/A

Licensee Company Name

Authorized Representative

Name (Typed/Printed)

Date

BellSouth

Authorized Representative

Name (Typed/Printed)

Date

Owner

Authorized Representative

Name (Typed/Printed)

Date

Attachment(s): ☐ Yes ☐ No

7/28/97

1. Licensee Tracking No.	**CLEC REQUEST to COMPLETE FIELD INVESTIGATION of FACILITIES**	2. BST Tracking (SAM) No.

STEP 1 - Use this section to request Pre-License Survey

3. Date Submitted:	4. License Agreement No.:	5. Authorized Licensee Representative:
6. Company Making Application:		7. Telephone: 8. Fax:
9. Street Address:		

10. City:	10a. County/Parish:	11. State:	12. Zip:

STEP 1 – Licensee

13. Licensee requests to perform field investigation of BellSouth conduit structures. Prior to performing any investigation activities, Licensee must submit sufficient information in order for BellSouth to determine:

1) Requested location of structures;Licensee must identify, with reasonable specificity, the geographic area for which facilities are required.
2) Whether BellSouth has documented plans to use facilities requested.
3) Whether another request is pending for access to structures in this route.

STEP 2 - BellSouth

14. **Response to Licensee Request**

☐ The inquiry you made does not include sufficient detail to process your request. Please provide additional detail and resubmit.
☐ BellSouth has no conduit system in the route you requested
☐ Based on current BellSouth information, BellSouth has no vacant conduit in your requested route.
☐ BST or another provider has requested conduit in the specified route and facilities are not available.
☐ BST or another provider has requested conduit in the specified route; your request is subordinate to that request. Contact BellSouth representative listed in item 15, below, prior to any work started on this request to coordinate.
☐ Licensee may proceed, no other request outstanding in specified route; must submit form NT-1 correctly completed indicating the BellSouth approved contractor.

Licensee must coordinate field investigation with BellSouth contact listed below in item 18.

BellSouth Review:

Instructions: *BellSouth representative to conduct initial review of structures requested by Licensee to determine known availability, including existing/outstanding requests which may coincide with this request. Complete items 15-19 below.*

15. BellSouth Representative:	16. Date:	17. Telephone:

BellSouth Contact Information:

Instructions: *BellSouth representative to provide Licensee with contact information for coordination of work in conduit system.*

18. BellSouth Contact for Work Coordination:	19. Telephone:

STEP 3 - Licensee

20. Upon receipt of notification to proceed with field inspection of conduit, Licensee will:

1) Provide BellSouth 72 hours (minimum) advance notice of proposed scheduled work start date for conduit investigation
2) Conduct field investigation using a BellSouth approved contractor
3) Complete form CN-3 for each manhole
4) Submit inspection results to BST for posting to records
5) Submit appropriate forms for application approval (Form CN-1) and Construction Performed, etc. (NT-1).

8/18/98

1. Licensee Tracking No.	**APPLICATION AND POLE ATTACHMENT LICENSE**	2. BST Tracking (SAM) No.

3. Date Submitted:	4. License Agreement No.:	5. Authorized Licensee Representative:
6. Company Making Application:		7. Telephone: 8. Fax:
9. Street Address:		
10. City:	11. State:	12. Zip:

In accordance with the terms and conditions of the License Agreement between us, application is hereby made for a non-exclusive license to attach communication facilities to BellSouth polesas indicated below. This request will be designated:

13. Licensee **POLE ATTACHMENT** (P.A.) Application No. P.A.: _____ (1)

Number Requested 14. Poles _____ 15. Anchors _____

16. Approximate location (city/district):

STEP 1 - **Licensee Submittal**

Licensee to submit after appropriate forms regarding prelicense surveys, make-ready requests, etc., have been approved. Make-ready work must be completed and notification received prior to application approval.

17. ☐ Licensee has resolved all issues regarding make-ready work as detailed on Form GN-4; if any disputes were encountered, Form NT-3 has been submitted and resolution of disputes has been agreed upon.

18. Licensee Representative:	19. Title
20. Telephone:	21. Fax:

Upon approval of application by BellSouth and prior to facility placement by Licensee, Licensee must submit Form NT-1 informing BellSouth of proposed facility placement schedule.

STEP 2 - **BellSouth Approval**

22. Date application received:	24. Approved By (name printed):
23. Pole Attachment Application is hereby (upon completion of make-ready work, if required) ☐ Approved ☐ Approved, with revisions (see below) ☐ Denied (If denied, provide written explanation of denial.)	25. Signature: 26. Title: 27. Date Approved:

IDEAL Input Requirements ***(for billing purposes)*****:**			Date input into IDEAL:
Telco Ref # (from IDEAL Input): PA	NPA:	NXX:	Area (Wire Center):

28. Local BellSouth Contact:	29. Telephone:	30. Fax:

Revisions	31. Poles Licensee requested:	32. Poles BST Approved:	33. Anchors Licensee requested:	34. Anchors BST Approved:

35. Comments:

(1) Individual applications to be numbered in sequential ascending order by Licensee for each License Agreement. Licensor will process applications in sequential ascending order according to the application numbers assigned by the Licensee.

11/3/99

1. Licensee Tracking No.	**POLE SURVEY FORM** To be completed (*per pole*) by Licensee if engineered drawings are not provided with makeready request	2. BST Tracking (SAM) No.

3. Date Submitted:	4. License Agreement No.:	5. Authorized Licensee Representative:

6. Company Making Application:	7. Telephone: 8. Fax:

9. Street Address:

10. City:	11. State:	12. Zip:

Pole Information (a)		Attachment Height Existing (b)	Separation Pole (c)	Separation Mid-span (d)	Work Operation Raise (e)	Work Operation Lower (f)	Attachment Height Final (g)	Charges (h)
	Power							
No:	CATV							
	Other							
Size:	Telephone							
Class:							**Total (1)**	**$**
Location:					Raise (i)	Lower (j)		
	Surveyed By:							
			Secondary					
			Transformer					
	Date:		Street Light					
			Traffic Light					
			Other					
							Total (2)	**$**
	Licensee to Place		**Total Make-Ready Charges:** Sum (1) + (2)					**$**
	_____ Strand		Work Order Information:					
	_____ Amplifier							
	_____ Drop		Number:					
	_____ Pwr Supply Cab		Date issued:					
	_____ Anchor							
	_____ Guy Strand							
	Comments:							

7/28/97

(See Reverse)

7/28/97

EXPLANATION OF POLE SURVEY FORM- Form PL-2

Item	Description	Explanation	Example
a	Pole information	In the process of completing a field survey, the representative should sufficiently identify the pole by pole number, pole size, pole class, and street address (or appropriate) to properly locate in records.	Pole no. = P13S Pole size/class = 45' 5 Location = 123 1st Avenue West
b	Attachment height (existing)	The attachment heights for all current attachments on the pole should be recorded as measured from the ground (noting any violations). Multiple attachments should be so noted.	Power = CATV = Telephone = Other =
c & d	Separation at pole & mid-span	From (b) above the pole separation can be determined, as well as any violations. Mid-span measurements should also be recorded to determine possible conflicts and/or pole change-out requirements for additional attachments.	Power = CATV = Telephone = Other =
Work Operations			
e & f	Raise or lower attachments	It may be necessary to make adjustments to accommodate additional attachees. These should be identified by recording the required movement by parties involved. Under the appropriate column, the work should be identified as raise or lower and the distance indicated for each party.	Power = raise 1 ft CATV = lower 2 ft Telephone = n/a Other = n/a
g	Final attachment heights	With the information provided in (b) and determinations from (e & f), the final attachment height of all parties can be calculated (i.e. Power is attached at 25' 6", requires raising 1' ; therefore, final attachment height = 26' 6".	Power = 26' 6"
h	Charges	The representative should determine from available loaded labor rates or contractor rate schedules the costs associated with BST performing work operations for any attachee on a BST pole. These should be recorded and summed as total (1).	Power = 3,000 CATV = 500 Telephone = n/a Other = 1,230 Total (1) = 4,730
i & j	Raise or lower other attachments	Identify if any other attachments to the pole require adjustments. If these operations would require any BST expenditures, the amount should be recorded and summed to Total (2).	Power co. to raise transformer.
	Total Make-Ready Charges	These are the sum of Total (1) & Total (2) representing amounts of expenditures BST would incur to accommodate the attachment by another party.	Total = $xxxx.xx
	All other form fields	These should be self-explanatory.	

7/28/97

1. Licensee Tracking No.	**ITEMIZED ESTIMATE** **Pole Make-Ready Work & Charges**	2. BST Tracking (SAM) No.

3. Date Submitted:	4. License Agreement No.:	5. Authorized Licensee Representative:

6. Company Making Application:	7. Telephone: 8. Fax:

9. Street Address:

10. City:	11. State:	12. Zip:

	Pole Information		**Make-Ready Work Requirements**		**Material (5)**			**Labor (6)**	
	Licensor Pole No. (1)	Location (2)	Description of Work (3)	Performed By (4)	No. & Item	Unit Cost	Total	Hours	Rate / Hour	Total
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										

BellSouth Itemized Estimate

BellSouth may choose to complete the above or provide itemized estimate per details of current pricing mechanization procedure currently utilized (output attached).

11. BellSouth Representative:	12. Title
13. Telephone:	14. Fax:
15. Total Estimated Make-Ready Charges:	16. Date:

17. ☐ Detailed cost information attached.

(See Reverse)

7/28/97

EXPLANATION OF COLUMN

1 Designate pole number assigned by Company

T - Telephone E - Electric (Circle company that will be Licensor)

2 Name of Street, Road, Highway, Route, etc.

3 Work Operations Description, e.g.

Lwr 2 ca 1’	Rse rack 2’
Lwr top ca 1’	Plc A&G
Lwr ca & term 18”	Lwr fire alm 1’
Rpl pole	Rse trnsf 1’

4 Indicate company to perform work operation

T - Telephone	T/C - Either Telephone or CATV (optional)
E - Electric	P - Police
C - CATV	M - Municipality
F - Fire	O - Other

5 List non-exempt material (only)

6 Indicate labor hours and costs required to perform work operations listed in (3)

7/28/97

1. Licensee Tracking No.	**NOTIFICATION OF SURRENDER OR MODIFICATION OF POLE ATTACHMENT LICENSE**	2. BST Tracking (SAM) No.

3. Date Submitted:	4. License Agreement No.:	5. Authorized Licensee Representative:
6. Company Making Surrender/Modification:		7. Telephone: 8. Fax:
9. Street Address:		
10. City:	11. State:	12. Zip:

In accordance with the terms and conditions of the License Agreement between us, notice is hereby given that the licenses covering occupancy of the following conduit are surrendered (omodified) as indicated below:

STEP 1 - **Licensee Submittal**

Complete one (1) form for each surrender or modification notice

13. Action Proposed: ☐ Surrender ☐ Modification	14. Original License Number:	15. Original License Date:	16. Structure Type: ☐ Pole ☐ Anchor ☐ Anchor/Guy Strand	17. Proposed Surrender or Modification Date:

18. Pole Information (Pole number, address, location, etc.):	
19. Anchor Information (Pole number, address, location, etc.):	
20. Licensee Representative:	21. Title:
22. Telephone:	23. Fax:
24. Proposed Date of Removal of All Licensee Facilities:	

Form NT-1 to be submitted with this form.

Licensee will be billed for pole attachments until BellSouth is notified (and BellSouth verifies) that all Licensee facilities associated with this notice have been removed from BellSouth' s poles.

STEP 2 - **BellSouth Approval**

25. BellSouth Representative:	26. Title:
27. Telephone:	28. Fax:
29. Date Notification Received:	30. Date Notification Accepted:

Discontinued:	31. Pole(s):	32. Anchor(s):	33. Anchor/ Guy Strand(s):	34. Facility Removal (actual) Date:

When Licensee performs work operations on BellSouth poles, Licensee will provide a complete set of actual drawings for posting to BellSouth records.

7/28/97

1. Licensee Tracking No.	**APPLICATION AND CONDUIT OCCUPANCY LICENSE**	2. BST Tracking (SAM) No.

3. Date Submitted:	4. License Agreement No.:	5. Authorized Licensee Representative:
6. Company Making Application:		7. Telephone: 8. Fax:
9. Street Address:		
10. City:	11. State:	12. Zip:

In accordance with the terms and conditions of the License Agreement between us, application is hereby made for a license to occupy BellSouth's conduit system as indicated below. This request will be designated:

13. Licensee **CONDUIT OCCUPANCY** (C.O.) Application No. C. O.: _____ (1)

Requested by Licensee 14. Duct Feet: _____

15. Approximate location (city/district): _____

(1) Individual applications to be numbered sequentially by Licensee; BellSouth will process in sequential, ascending order.

STEP 1 - Licensee Submittal

Licensee to submit after appropriate forms regarding prelicense surveys, make-ready requests, etc., have been approved; in addition, make-ready work must be completed and notification received.

Licensee is responsible for expense of BellSouth's employee when Licensee is performing work in BellSouth manholes.

This form to be submitted after make-ready work has been completed by Licensee using Form NT-1 or Licensee has received notice of completion. Application for occupancy will not be approved prior to make-ready work being completed. Appropriate Forms CN-4 and CN-5 to be included.

16. Licensee Representative:	17. Title:
18. Telephone:	19. Fax:

Upon approval of application by BellSouth and prior to facility placement by Licensee, Licensee must submit Form NT-1 informing BellSouth of proposed facility placement schedule.

STEP 2 - BellSouth Approval

20. Date application received:	22. Approved By (name printed):
21. Conduit Occupancy Application is hereby (upon completion of make-ready work, if required) ☐ Approved ☐ Approved, with revisions (see below) ☐ Denied (If denied, provide written explanation of denial.)	23. Signature: 24. Title: 25. Date Approved:

IDEAL Input Requirements *(for billing purposes)*:			Date input into IDEAL:
Telco Ref # (from IDEAL Input): CO	NPA:	NXX:	Area (Wire Center):

26. Local BellSouth Contact:	27. Telephone:	28. Fax:
Revisions 29. Duct Feet Licensee Requested:	30. Duct Feet BellSouth Approved:	
31. Comments:		

11/3/99

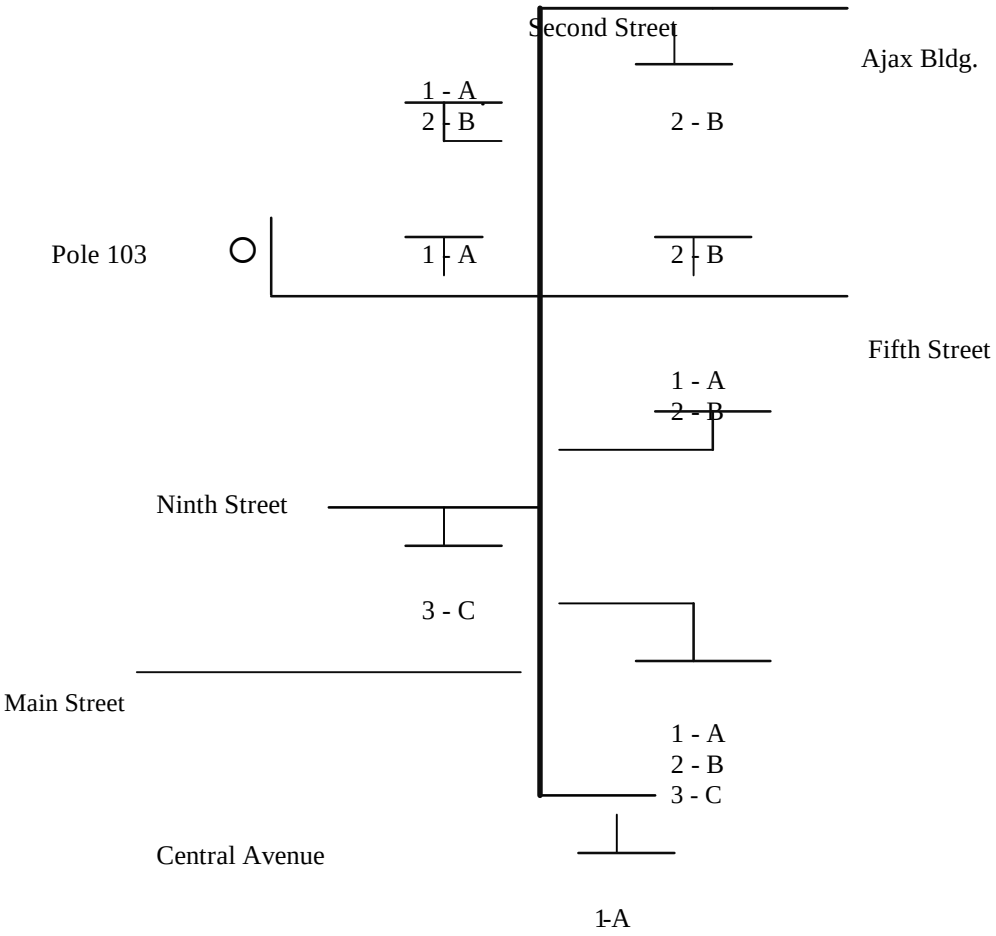
1. Licensee Tracking No.	**CONDUIT SYSTEM DIAGRAM**	2. BST Tracking (SAM) No.

3. Date Submitted:	4. License Agreement No.:	5. Authorized Licensee Representative:
6. Company Making Application:		7. Telephone: 8. Fax:
9. Street Address:		
10. City:	11. State:	12. Zip:

Letters (A, B, & C) = Cable designation by type from Form CN-4
Numbers (1, 2, etc.) = Number of cable(s) by section
_____ = Represents all cables in conduit section
⌖ = Pole

(See Reverse)

CONDUIT SYSTEM DIAGRAM - SAMPLE



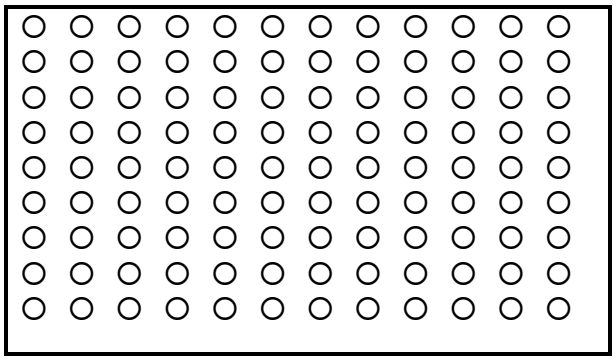
Letters (A, B, & C)	=	Cable designation by type from Form CN-4
Numbers (1, 2, etc.)	=	Number of cable(s) by section
———	=	Represents all cables in conduit section
⌖	=	Pole

7/28/97

CONDUIT SYSTEM - MANHOLE DETAIL

Manhole Number _____

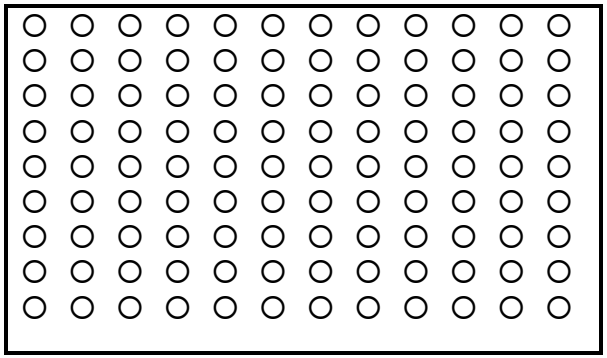
Location: _____



N

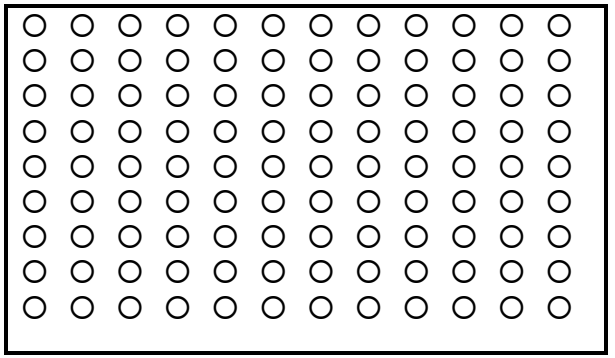
Indicate directional "North"

Indicate manhole, conduit, and cable records information on additional sheets and attach, as required.



Indicate existing array by drawing a rectangle, square, etc. around appropriate number of existing conduit (e.g., 4 wide by 6 high)

Indicate the following:
○ = vacant conduit
● = conduit occupied
X = conduit containing innerduct; indicate number occupied (this to be indicated at appropriate individual conduit)



Notes

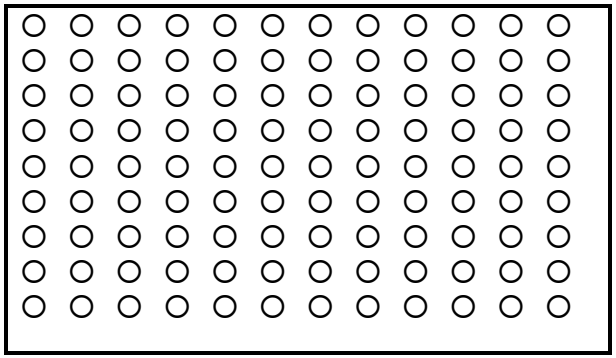
To be used when conducting field investigation

Field review completed:

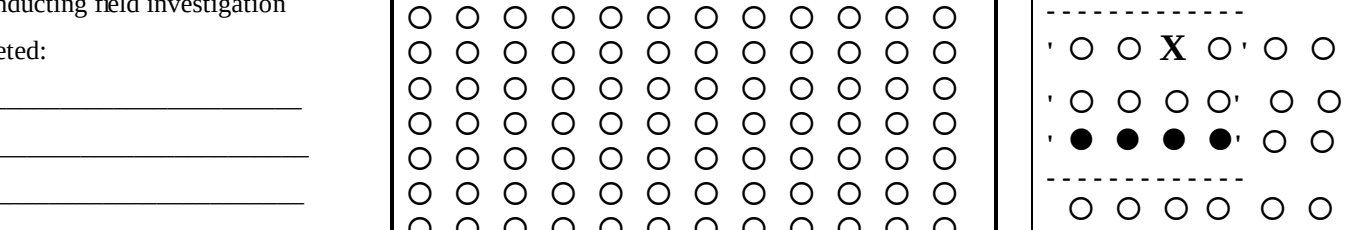
By: _____

Date: _____

Telephone: _____



***Example**: 4 duct x 3 duct array*



○ - 7 vacant ducts
● - 4 occupied ducts
X - 3 innerducts with 2 vacancies

7/28/97

1. Licensee Tracking No.	**CABLE TO OCCUPY CONDUIT**	2. BST Tracking (SAM) No.

3. Date Submitted:	4. License Agreement No.:	5. Authorized Licensee Representative:
6. Company Making Application:		7. Telephone: 8. Fax:
9. Street Address:		
10. City:	11. State:	12. Zip:

Licensee to provide all information

Cable Designation (a)	O. D. Inches (b)	Wt. Lbs. Per Foot (c)	Metallic Sheath or Shield Yes (d)	Metallic Sheath or Shield No (d)	Type of Cable (e)	Maximum Voltage to Ground AC (f)	Maximum Voltage to Ground DC (f)	Maximum Current in any Conductor (g)	Type of Jacket (h)

(a) **Cable Designation**: Assign letter, alphabetically, to each different type of cable to be installed.
(b) **O. D. (Inches)**: Outside diameter of cable.
(c) **WT. Lbs. per foot**: Self-explanatory.
(d) **Metallic Sheath Or Shield**: Self-explanatory.
(e) **Type of Cable**: If coaxial cable, show number of tubes.
(f) **Maximum Voltage to Ground**: Self-explanatory.
(g) **Maximum Current in any Conductor**: Indicate voltage and amperage.
(h) **Type of Jacket**: Enter the type of material of the outer jacket or sheath (polyethylene, PVC, lead, etc.)

7/28/97

1. Licensee Tracking No.	**EQUIPMENT HOUSINGS TO BE PLACED IN MANHOLES**	2. BST Tracking (SAM) No.

3. Date Submitted:	4. License Agreement No.:	5. Authorized Licensee Representative:
6. Company Making Application:		7. Telephone: 8. Fax:
9. Street Address:		
10. City:	11. State:	12. Zip:

Licensee to provide all information

Manhole Location (a)	Type (b)	Height (c)	Width (d)	Depth (e)	Weight (f)
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					
18.					
19.					
20.					

7/28/97

1. Licensee Tracking No.	**CONDUIT MAKE-READY WORK & CHARGES**	2. BST Tracking (SAM) No.

3. Date Submitted:	4. License Agreement No.:	5. Authorized Licensee Representative:

6. Company Making Application:	7. Telephone: 8. Fax:

9. Street Address:

10. City:	11. State:	12. Zip:

	Conduit Information		**Make-Ready Work Requirements**		**Material (4)**		**Labor (5)**	
	Location							
	Street (1)	Section (2)	Description of Work (3)	No. & Item	Unit Cost	Total	Hours	Rate / Hour	Total
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

BellSouth Itemized Estimate

BellSouth may choose to complete the above or provide itemized estimate per details of current pricing mechanization procedure currently utilized (output attached).

11. BellSouth Representative:	12. Title
13. Telephone:	14. Fax:
15. Total Estimated Make-Ready Charges:	16. Date:

17. ☐ Detailed cost information attached.

(See Reverse)

7/28/97

EXPLANATION OF COLUMN

1 Name of Street, Road, Highway, Route, etc.

2 Conduit section involved, e.g., MH102 to MH103, MH104 to pole 103, etc.

3 Work description, e.g., pump out mh, rod duct, mark duct, clear duct, replace 100X cable, etc.

4 List non-exempt material (only)

5 Indicate labor hours and costs required to perform work operations listed in (3).

7/28/97

1. Licensee Tracking No.	**NOTIFICATION OF SURRENDER OR MODIFICATION OF CONDUIT OCCUPANCY LICENSE**	2. BST Tracking (SAM) No.

3. Date Submitted:	4. License Agreement No.:	5. Authorized Licensee Representative:
6. Company Making Surrender/Modification:		7. Telephone: 8. Fax:
9. Street Address:		
10. City:	11. State:	12. Zip:

In accordance with the terms and conditions of the License Agreement between us notice is hereby given that the licenses covering occupancy of the following conduit are surrendered (or modified) as indicated below:

STEP 1 - **Licensee Submittal**

Complete one (1) form for each surrender or modification notice.

13. License Number:	14. License Date:	15. Action Proposed: ☐ Surrender ☐ Modification	16. Proposed Surrender or Modification Date:

17. Licensee Representative:	18. Title:
19. Telephone:	20. Fax:
21. Proposed Date of Removal of All Licensee Facilities:	

Licensee is responsible for expense of BellSouth' s employee when Licensee is performing work in BellSouth manholes.

Form NT-1 to be submitted with this form.

Licensee will be billed for conduit occupancy until BellSouth is notified (and BellSouth verifies) that all Licensee facilities associated with this notice have been removed from BellSouth' s conduit system.

STEP 2 - **BellSouth Approval**

22. BellSouth Representative:	23. Title:
24. Telephone:	25. Fax:
26. Date Notification Received:	27. Date Notification Accepted:

Discontinued:	28. Total duct footage:	29. Facility Removal (actual) Date:

When Licensee performs work operations in BellSouth conduit system, Licensee will provide a complete set of actual drawings for posting to BellSouth records.

7/28/97

1. Licensee Tracking No.	**REQUEST FOR ENTRY INTO MANHOLE(S) and/or VAULT(S)**	2. BST Tracking (SAM) No.

3. Date Submitted:	4. License Agreement No.:	5. Authorized Licensee Representative:
6. Company Making Application:		7. Telephone: 8. Fax:
9. Street Address:		
10. City:	11. State:	12. Zip:

Licensee hereby notifies BellSouth of its intent to access BellSouth' s owned or controlled manhole' s or underground vault(s) for the purpose of:

STEP 1 - **Licensee Submittal**

Licensee to submit after appropriate forms regarding pre-license surveys, make-ready requests, etc., have been approved; in addition, make-ready work must be completed and notification received.

13. Description of proposed work:

Licensee is responsible for expense of BellSouth' s employee when Licensee is performing work in BellSouth manholes.

Form NT-1 to be submitted with this form. In addition, a key map and route schematic are to be attached. Subsequent Form NT-1 is required upon completion of facility placement.

14. Notification:

This is Licensee' s notification of work to be performed within 48 hours of the date indicated on Form NT. Work to be completed in the following manner:

☐ Licensee requests BellSouth to perform such work; Form GN-4 must be submitted, approved, and attached.

☐ Licensee will perform such work with the following approved BellSouth contractor:

Contractor name _____

15. Licensee Representative:	16. Title:
17. Telephone:	18. Fax:

STEP 2 - **BellSouth Approval**

19. Processing:

☐ BellSouth approves request as submitted; Licensee or Licensee' s agent to perform construction.

☐ BellSouth elects to perform work for Licensee.

☐ BellSouth approves request, with exceptions (attached).

☐ BellSouth denies request as submitted for the following reason(s) (attached).

20. BellSouth Representative:	21. Title:	22. Date Received:
23. Telephone:	24. Fax:	

7/28/97

1. Licensee Tracking No.	**REQUEST TO "ROD" and/or CLEARING OF DUCT(S)**	2. BST Tracking (SAM) No.

3. Date Submitted:	4. License Agreement No.:	5. Authorized Licensee Representative:
6. Company Making Application:		7. Telephone: 8. Fax:
9. Street Address:		
10. City:	11. State:	12. Zip:

Licensee hereby requests from BellSouth permission to "rod" or clean ducts as described (see attached work authorization) in order to place:

STEP 1 - **Licensee Submittal**

Licensee to submit after appropriate forms regarding pre-license surveys, make-ready requests, etc., have been approved; in addition, make-ready work must be completed and notification received.

13. Description of proposed work:

Licensee is responsible for expense of BellSouth's employee when Licensee is performing work in BellSouth manholes.

Form NT-1 to be submitted with this form. In addition, a key map and route schematic are to be attached. Subsequent Form NT-1 is required upon completion of facility placement.

14. Notification:

This is Licensee's request for work to be completed in the following manner:

☐ Licensee requests BellSouth to perform such work; Form GN4 must be submitted, approved, and attached.

☐ Licensee will perform such work with the following approved BellSouth contractor:

Contractor name _____

15. Licensee Representative:	16. Title:
17. Telephone:	18. Fax:

STEP 2 - **BellSouth Approval**

19. Processing:

☐ BellSouth approves request as submitted; Licensee or Licensee's agent to perform construction.

☐ BellSouth elects to perform workfor Licensee.

☐ BellSouth approves request, with exceptions (attached).

☐ BellSouth denies request as submitted for the following reason(s) (attached).

20. BellSouth Representative:	21. Title:	22. Date Received:
23. Telephone:	24. Fax:	

7/28/97

1. Licensee Tracking No.	**REQUEST TO CORE BORE and/or MODIFY MANHOLE(S)**	2. BST Tracking (SAM) No.

3. Date Submitted:	4. License Agreement No.:	5. Authorized Licensee Representative:
6. Company Making Application:		7. Telephone: 8. Fax:
9. Street Address:		
10. City:	11. State:	12. Zip:

Licensee hereby requests from BellSouth permission to corebore/modify manhole(s) as described (see attached work authorization) in order to place:

STEP 1 - **Licensee Submittal**

Licensee to submit after appropriate formsregarding pre-license surveys, make-ready requests, etc., have been approved; in addition, make-ready work must be completed and notification received.

13. Description of proposed work:

Licensee is responsible for expense of BellSouth' s employee when Licensee is performing work in BellSouth manholes.

Form NT-1 to be submitted with this form. In addition, a key map and route schematic are to be attached. Subsequent Form NT-1 are required upon completion of facility placement.

14. Notification:

This is Licensee' s request for work to be completed in the following manner:

☐ Licensee requests BellSouth to perform such work; Form GN4 must be submitted, approved, and attached.

☐ Licensee will perform such work with the following approved BellSouth contractor:

Contractor name _____

15. Licensee Representative:	16. Title:
17. Telephone:	18. Fax:

STEP 2 - **BellSouth Approval**

19. Processing:

☐ BellSouth approves request as submitted; Licensee or Licensee' s agent to perform construction.

☐ BellSouth elects to perform work for Licensee.

☐ BellSouth approves request, with exceptions (attached).

☐ BellSouth denies request as submitted for the following reason(s) (attached).

20. BellSouth Representative:	21. Title:	22. Date Received:
23. Telephone:	24. Fax:	

7/28/97

1. Licensee Tracking No.	**SPARE and/or EMERGENCY RESERVATION**	2. BST Tracking (SAM) No.

3. Date Submitted:	4. License Agreement No.:	5. Authorized Licensee Representative:
6. Company Making Application:		7. Telephone: 8. Fax:
9. Street Address:		
10. City:	11. State:	12. Zip:

Licensee hereby requests from BellSouth permission to either establish a spare conduit (as permitted) or to access conduit on an emergency basis.

STEP 1 - **Licensee Submittal**

Licensee to submit after appropriate forms regarding pre-license surveys, make-ready requests, etc., have been approved; in addition, make-ready work must be completed and notification received.

13. Conduit Determination:

☐ **Spare Conduit** (only occupied by Licensee in event of upgrade or emergency; removal of cable from original conduit will render it as "new" spare).

☐ **Emergency Occupancy** (Licensee chose not to reserve ' spare' ; Licensee duct assignment will default to this conduit. Original duct vacated will revert back to licensor).

14. Licensee **CONDUIT OCCUPANCY** (C.O.) Application No. C. O.: _____ (1)

Requested by Licensee 15. Duct Feet: _____

16. Approximate location (city/district): _____

(1) Individual applications to be numbered sequentially by Licensee; BellSouth will process in sequential, ascending order.

Licensee is responsible for expense of BellSouth's employee when Licensee is performing work in BellSouth manholes.

This form to be submitted after make-ready work has been completed by Licensee using Form NT-1 or Licensee has received notice of completion. Application for occupancy will not be approved prior to make-ready work being completed. Appropriate Forms CN-4 and CN-5 to be included.

17. Licensee Representative:	18. Title:
19. Telephone:	20. Fax:

Upon approval of application by BellSouth and prior to facility placement by Licensee, Licensee must submit Form NT-1 informing BellSouth of proposed facility placement schedule.

STEP 2 - **BellSouth Approval**

21. Conduit Occupancy Application is hereby

☐ Approved

☐ Approved, with revisions (see below)

☐ Denied (If denied, provide written explanation of denial.)

22. BellSouth Representative:	23. Title:	24. Date Received:
25. Telephone:	26. Fax:	
Revisions	27. Duct Feet Licensee Requested:	28. Duct Feet BellSouth Approved:

29. Comments:

7/28/97

7/28/97

1. Licensee Tracking No.	**RIGHT OF WAY OCCUPANCY LICENSE - LOCATION DESCRIPTION**	2. BST Tracking (SAM) No.
3. County (Parish):		4. State:
5. Section:	6. Township/Land District:	7. Range/Land Lot:

Describe and sketch right of way location in detail. (All proposed facilities must be shown in relationship to right of way boundaries and BellSouth facilities):

N

1. Licensee Tracking No.	**CONSTRUCTION PERFORMED and/or COMPLETED**	2. BST Tracking (SAM) No.

3. Date Submitted:	4. License Agreement No.:	5. Authorized Licensee Representative:
6. Company Making Application:		7. Telephone: 8. Fax:
9. Street Address:		
10. City:	11. State:	12. Zip:

In lieu of obtaining performance of make-ready work by BellSouth (<u>permitted in conduit, only</u>), Licensee, at its option, may arrange for the performance of such work by a contractor certified by BellSouth to work on or in its facilities. This information to be provided upon completion of Form GN4.

Submit this form to BellSouth single-point of contact (SPOC) for reporting various stages of construction proposals and completion notices (same form for all steps).

STEP 1 - Use this section to indicate **PROPOSED Make-Ready** construction information
(30 day advance notice required when performed by Licensee)

13. Facility Type: ☐ Pole Attachments ☐ Conduit Occupancy	14. Date Submitted (if different from above):
15. Construction start date:	16. Construction Company Name:
17. Authorized Construction Contact:	18. Telephone:

STEP 2 - Use this section to report **COMPLETION of Make-Ready** construction

19. Reported By:	20. Date Reported:
21. Actual Make-Ready Completion Date:	

BellSouth will issue a license to Licensee at the time all makeready work necessary for Licensee' s attachment or occupancy has been completed.

STEP 3 - Use this section to indicate **PROPOSED Placement of Licensee Facilities**
(30 day advance notice required when performed by Licensee)

22. Proposed Construction Start Date	23. Construction Company Name:	
24. Authorized Construction Contact:	25. Telephone:	26. Date Submitted:

STEP 4 - Use this section to report **COMPLETED Placement of Licensee Facilities**

27. Reported By:	28. Date Reported:
29. Actual Make-Ready Completion Date:	

For each Licensee authorization, either making attachment to or occupancy within BellSouth facilities, Licensee will provide a complete set of actual placement drawings for posting to BellSouth records.

30. ☐ Actual Placement Drawings Attached	31. BellSouth Test Center Notified of Activity in Manhole(s) During: ☐ Licensee Make-Ready Work ☐ Licensee Actual Facility Placement

1. Licensee Tracking No.	**LASHING TO THIRD-PARTY FACILITIES**	2. BST Tracking (SAM) No.

3. Date Submitted:	4. License Agreement No.:	5. Authorized Licensee Representative:
6. Company Making Application:		7. Telephone: 8. Fax:
9. Street Address:		
10. City:	11. State:	12. Zip:

Licensee hereby notifies BellSouth of its desire to lash cable to existing third-party facilities.

Licensee proposes to lash cable to existing aerial third-party facilities as described in the following:

13. ☐ Key Map
14. ☐ Route Diagram
15. ☐ Written Authorization from party owning cable attachment (attached)

Existing third party _____

16. ☐ Proposed Cable Specifications
17. ☐ Storm Loading Calculations, based upon facilities currently existing on poles and proposed Licensee attachment(s), are required prior to approval being granted.

BellSouth will not approve request if Licensee does not provideall above required information.

Cable Specifications:

18. Physical Size:	19. Weight:	20. Jacket Type:

Other Facilities Attached:

21. Physical Size:	22. Weight:	23. Jacket Type:

Form NT-1 to be submitted with this form.

BellSouth Approval

BellSouth will attempt to respond to request within fifteen (15) business days (from date received by BellSouth)

24. **Processing**:

☐ The notification you provided does not include all required attachments; please provide all required information (in entirety) and resubmit.
☐ BellSouth approves proposal as submitted.
☐ BellSouth denies proposal (justification per the attached).

25. Date Received:	26. BellSouth Representative:

1. Licensee Tracking No.	**DISPUTE OF MAKE-READY CHARGES**	2. BST Tracking (SAM) No.

3. Date Submitted:	4. License Agreement No.:	5. Authorized Licensee Representative:
6. Company Making Application:		7. Telephone: 8. Fax:
9. Street Address:		
10. City:	11. State:	12. Zip:

Licensee is hereby reporting to BellSouth that it is disputing the estimated charges for make-ready work to accommodate Licensee' s facilities. Details of the disputed charges are below:

13. Application Number:	14. ☐ Pole or ☐ Conduit	15. BellSouth Charges:

16. Reason for Dispute by Licensee:

Attach additional sheets, if more space is required.

17. Date Received by BellSouth:	18. BellSouth Representative:
19. Referred to:	20. Telephone:

21. Response:

- ☐ Licensee did not submit sufficient detail for evaluation; returned to Licensee.
- ☐ Licensee agreed to original BellSouth estimated charges; **BellSouth to proceed with make-ready construction**.
- ☐ BellSouth and Licensee reached agreement as detailed in resolution below; **BellSouth to proceed with make-ready construction**.
- ☐ Agreement could not be reached; Licensee to perform its own make-ready work (**in conduit, only**).
- ☐ Other, explanation required:

22. Date Resolved:	23. Licensee informed (date):
24: BellSouth Representative:	25. Telephone:

26. Resolution:

Licensee to submit application for Pole Attachments (**Form PL-1**) or Conduit Occupancy (**Form CN-1**); application to be approved upon completion of make-ready work.

1. Licensee Tracking No.	**CHANGE IN PRIORITY FOR PROCESSING APPLICATIONS**	2. BST Tracking (SAM) No.

3. Date Submitted:	4. License Agreement No.:	5. Authorized Licensee Representative:
6. Company Making Application:		7. Telephone: 8. Fax:
9. Street Address:		
10. City:	11. State:	12. Zip:

Licensee is hereby reporting to BellSouth that it is requesting a change in the prioritization of Licensee's application request or a change in prioritization of completion of makeready work. Details of the disputed charges are below:

A separate Form NT-4 to be completed for each request.

If Licensee desires make-ready work to be performed on an expedited basis and BellSouth agrees to perform the work on such a basis, BellSouth shall recalculate the estimated makeready charges. If Licensee accepts BellSouth's offer, Licensee shall pay such additional charges.

13. Application Number:	14. Original Make-Ready Complete Date:	15. New Make-Ready Complete Date:

16. Comments:

Attach additional sheets, if more space is required.

17. Date Received by BellSouth:	18. BellSouth Representative:
19. Referred to:	20. Telephone:

21. Response:

- ☐ Licensee did not submit sufficient detail for evaluation; returned to Licensee.
- ☐ BellSouth provided re-calculated costs for expediting Licensee's make-ready work.
- ☐ BellSouth cannot meet Licensee's requested schedule.
- ☐ Other, explanation required:

22. Date Resolved:	23. Original Make-Ready Costs:	24. Additional Make-Ready Costs:	25. Licensee informed (date):
26: BellSouth Representative:		27. Telephone:	

28. Comments:

1. Licensee Tracking No.	**CHANGE OF SPOC**	2. BST Tracking (SAM) No.

3. Date Submitted:	4. License Agreement No.:	5. Authorized Licensee Representative:
6. Company Making Application:		7. Telephone: 8. Fax:
9. Street Address:		
10. City:	11. State:	12. Zip:

Licensee herewith gives notice to BellSouth of a change in the identification of the Single Point of Contact (SPOC).

13. Current SPOC:	
14. Replacement SPOC:	15. Title:
16. Telephone:	17. Fax:
18. Street Address:	
19. City:	20. State: 21. Zip:
22. Effective Date:	
23. Comments:	

24. Date Received by BellSouth:	25. BellSouth Representative:

1. Licensee Tracking No.	**MAINTENANCE MANAGER**	2. BST Tracking (SAM) No.

3. Date Submitted:	4. License Agreement No.:	5. Authorized Licensee Representative:
6. Company Making Application:		7. Telephone: 8. Fax:
9. Street Address:		
10. City:	11. State:	12. Zip:

Licensee is hereby reporting to BellSouth a change of its Maintenance Manager.

13. Current Maintenance Manager:	
14. Replacement Maintenance Manager:	15. Title:
16. Telephone:	17. Fax:
18. Street Address:	
19. City:	20. State: 21. Zip:
22. Effective Date:	

23. Comments:

24. Date Received by BellSouth:	25. BellSouth Representative:

1. Licensee Tracking No.	**INSPECTION AND COMPLIANCE**	2. BST Tracking (SAM) No.

3. Date Submitted:	4. License Agreement No.:	5. Authorized Licensee Representative:
6. Company Making Application:		7. Telephone: 8. Fax:
9. Street Address:		
10. City:	11. State:	12. Zip:

Key map and route schematic required

1	Total Authorized Poles/Conduit Sections in the Location Area	
2	Number of Authorized Poles/Conduit Sections Inspected	
3	Total Unauthorized Pole Attachments/Conduit Occupancies Observed	
4	Total Poles/Conduit Sections Inspected and Observed (2 + 3)	
5	% Authorized Poles/Conduit Sections Inspected to Authorized (2 / 1)	
6	% Unauthorized Poles/Conduit Sections Observed to Inspected (3 / 2)	
7	Estimated Total UnauthorizedPole Attachments/Conduit Occupancies (1 x 6)	
8	Estimated Total Poles/Conduit Sections With Attachment/Occupancy (1 + 7)	
9	% Inspected Poles to Total Poles (4 / 8)	

	Infractions / Unauthorized Attachments / Occupancies	Number Observed (A)	Estimated Total (A/Ln 4)*Ln 8
10	Cable or Drop Too Close To Electric Circuits- On Pole		
11	Cable or Drop Too Close To Electric Circuits- On Midspan		
12	Cable or Drop Too Close To Telephone Circuits- On Pole		
13	Cable or Drop Too Close To Telephone Circuits- On Midspan		
14	Insufficient Ground Clearance - Cable		
15	Climbing Space Violation		
16	Unauthorized Attachments		
17			
18			
19			
20			

21. Date Received by BellSouth:	22. BellSouth Representative:
23. Referred to:	24. Telephone:

25. Comments:

Details of Infractions / Unauthorized Attachments/Occupancies(see attached documentation):

1. Licensee Tracking No.	**UNSAFE CONDITIONS**	2. BST Tracking (SAM) No.

3. Date Submitted:	4. License Agreement No.:	5. Authorized Licensee Representative:
6. Company Making Application:		7. Telephone: 8. Fax:
9. Street Address:		
10. City:	11. State:	12. Zip:

Key map and route schematic required

Licensee is hereby reporting to BellSouth that an unsafe condition(s) occur(s) at or near the vicinity of BellSouth' s pole or conduit system. The unsafe condition is as follows:

13. Explanation:

14. This condition requires:

- ☐ Immediate action by BellSouth.
- ☐ Next business day action by BellSouth
- ☐ Does not involve immediate danger to personnel or public safety, but shouldbe addressed by BellSouth at BellSouth' s discretion.
- ☐ Other, explanation required:

15. Date Received by BellSouth:	16. BellSouth Representative:
17. Referred to:	18. Telephone:

19. Comments:

Details of Infractions / Unauthorized Attachments/Occupancies(see attached documentation):

1. Licensee Tracking No.	**DISPUTE of NONCOMPLIANCE**	2. BST Tracking (SAM) No.

3. Date Submitted:	4. License Agreement No.:	5. Authorized Licensee Representative:
6. Company Making Application:		7. Telephone: 8. Fax:
9. Street Address:		
10. City:	11. State:	12. Zip:

Licensee herewith disputes BellSouth' s notice of noncompliance for reason(s) set forth below.

13. BellSouth Notification No.:	14. Notification Date:	15. License No.:

16. Attachment or occupancy is in compliance for the following reasons:

17. Date Received by BellSouth:	18. BellSouth Representative:
19. Referred to:	20. Telephone:

21. Comments:

1. Licensee Tracking No.	**FACILITIES BROUGHT INTO COMPLIANCE**	2. BST Tracking (SAM) No.

3. Date Submitted:	4. License Agreement No.:	5. Authorized Licensee Representative
6. Company Making Application:		7. Telephone: 8. Fax:
9. Street Address:		
10. City:	11. State:	12. Zip:

Licensee is hereby reporting to BellSouth that it has brought its facilities into compliance.

13. BellSouth Notification No.:	14. Effective Date:	15. License No.:

16. Work Completed:

- ☐ As requested by BellSouth
- ☐ Alternate Method of Construction Completed (explain below)

17. Explanation of alternate construction method:

18. Date Received by BellSouth:	19. BellSouth Representative:
20. Referred to:	21. Telephone:

22. Comments:

1. Licensee Tracking No.	**BELLSOUTH NOTIFICATIONS**	2. BST Tracking (SAM) No.

3. Date Submitted:	4. License Agreement No.:	5. Authorized Licensee Representative:
6. Company Making Application:		7. Telephone: 8. Fax:
9. Street Address:		
10. City:	11. State:	12. Zip:

13. Notification Format:
☐ Phone ☐ Paper ☐ Electronic ☐ E-Mail ☐ Fax

Section 1 - **To BellSouth From Licensee**

14. Notification Number:	15. BellSouth Contact:	16: Telephone:	17. Fax:

Section 2 - **To Licensee From BellSouth**

18. Notification Number:	19. Licensee Contact:	20: Telephone:	21. Fax:

BELLSOUTH NOTIFICATIONS	X
Single Point of Contact (SPOC) Information and/or changes	
Other Documentation	
Notification & denial of space availability	
BellSouth Conveyance of property	
Relocations & rearrangements due to new BellSouth agreements	
Unauthorized 3rd party attachment	
Conduit extensions or reinforcements on existing leased space	
Emergency, provision, or applicable joint use agreement requires work on License facilities or structure	
Removal of retired cable	
Certified Contractor List (initial & changes)	
Authorization to Licensee for "rodding" ducts	
Changes to BellSouth Environmental Practice	
Notification of known environmental contaminants	
Inspection Results	
Notification of field survey work by BellSouth	
Information on Environment, Health & Safety inspections	
Administrative Processing	
Request for rearrangement of Licensee facilities	
Notice of compliance inspections by BellSouth	
Noncompliance associated with agreement	
Correction of Licensee noncompliance	
Reattachment of Licensee facilities by BellSouth	
Unauthorized attachments	
Changes in rates & computation of charges	

22. Additional Documentation Attached: ☐ YES ☐ NO

1. Licensee Tracking No.	**LICENSEE NOTIFICATIONS**	2. BST Tracking (SAM) No.

3. Date Submitted:	4. License Agreement No.:	5. Authorized Licensee Representative:
6. Company Making Application:		7. Telephone: 8. Fax:
9. Street Address:		
10. City:	11. State:	12. Zip:

13. Notification Format:
☐ Phone ☐ Paper ☐ Electronic ☐ E-Mail ☐ Fax

Section 1 - **To BellSouth From Licensee**

14. Notification Number:	15. BellSouth Contact:	16: Telephone:	17. Fax:

Section 2 - **To Licensee From BellSouth**

18. Notification Number:	19. Licensee Contact:	20: Telephone:	21. Fax:

LICENSEE NOTIFICATIONS	X
Single Point of Contact (SPOC) Information and/or changes	
Other Documentation	
Licensee' s consent for third party attachment to its facilities	
Licensee' s notification of wish to participate in rearrangements	
Licensee' s intent to connect its conduit to BellSouth manhole	
Request for routine work entry into BellSouth' s manholes	
Reporting unsafe working conditions	
Request for records and information	
Request to enter and inspect BellSouth' s structures for usability	
Make-ready documentation	
Licensee Applications for Space	
Request for lashing to other parties facilities	
Request for Licensee to rod BellSouth conduit for availability	
Documentation on prelicense survey work and make-ready costs	
Termination of existing license	
Request to perform make-ready work on an expedited basis	
Structures not suitable for Licensee to work	
Construction performance to standards & requirements	
Routine work in BellSouth' s manhole by Licensee	
Identification of Licensee routine maintenance manager	
Modifications of Licensee facilities with existing lease	
Acknowledgment of BellSouth noncompliance notice	
Dispute of BellSouth' s assertion of noncompliance	

22. Additional Documentation Attached: ☐ YES ☐ NO

1. Licensee Tracking No.	**CONSENT TO ASSIGNMENT**	2. BST Tracking (SAM) No.

3. Date Submitted:	4. License Agreement No.:	5. Authorized Licensee Representative:
6. Company Making Application (Assignee):		7. Telephone: 8. Fax:
9. Street Address:		

10. City:	11. State:	12. Zip:	13. Effective Date of Assingment:

BellSouth Telecommunications, Inc. ("Licensor"), hereby consents to the assignment of License Agreement for Rights of Way (ROW), Conduits, and Pole Attachments, indicated in no.4 above, from the current Licensee to the Assignee identified herein. From and after the date of assignment all rights and duties under the License Agreement will be assumed by Assignee and Licensee shall have no further obligations thereunder. Licenseewill, however, continue to be responsible for obligations accruing before the date of assignment unless Licensor, Licensee and Assignee otherwise expressly provide through a separate agreement.

Assignee shall be responsible for obtaining from the appropriate governmental and/or private authority any required authorization to construct, operate and/or maintain its communications facilities on public and/or private property before it attaches its communications facilities to poles located on such public and/or private property. Such authorizations may include, but are not necessarily limited to, certificates of public convenience and necessity to provide service to the public and appropriate easements or right of way permits for location of facilities. In the absence of evidence satisfying the above, Licensor reserves the right to revoke its consent to this assignment.

Assignee:

Assignee Company Name

Authorized Representative

Name (Typed/Printed)

Date

Licensee:

Licensee Company Name

Authorized Representative

Name (Typed/Printed)

Date

Licensor:

BellSouth Telecommunications, Inc.

Authorized Representative

Name (Typed/Printed)

Date

Territory (describe in detail, e.g. franchise area, etc):

AT&T Wholesale Amendment

Contract Number: 8705

AMENDMENT TO THE AGREEMENT BETWEEN AENEAS COMMUNICATIONS LLC AND BELLSOUTH TELECOMMUNICATIONS, INC. d/b/a AT&T TENNESSEE

This Amendment (the "Amendment") amends the Interconnection Agreement by and between BellSouth Telecommunications, Inc.[1] d/b/a AT&T Tennessee ("AT&T Tennessee") and Aeneas Communications LLC ("CLEC"). AT&T Tennessee and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T Tennessee and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), previously approved and as subsequently amended (the "Agreement"); and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. This Amendment is adding Adjacent Remote Site Collocation Rates
2. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
3. 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.
4. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
5. This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission.
6. Attachment 4-RS Remote Site Collocation Exhibit A is amended by adding the following rates:

COLLOCATION IN THE REMOTE SITE					
Adjacent Remote Site Collocation					
USOC	Rate Element Description	BCS	Recurring Rate (RC)	Non-Recurring Rate (NRC)	
				First	Add'l
PE1RU	Remote Site-Adjacent Collocation-Application Fee	CLORS		755.62	755.62
PE1RT	Remote Site-Adjacent Collocation - Real Estate, per square foot	CLORS	0.134		
PE1RS	Remote Site-Adjacent Collocation - AC Power, per breaker amp	CLORS	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.					

[1] BellSouth Telecommunications, Inc. is now doing business in Tennessee as AT&T Tennessee

Aeneas Communications LLC	BellSouth Telecommunications Inc, d/b/a AT&T Tennessee by AT&T Operations, Inc., its authorized agent
By:	By:
Name: Jonathan V. Harlan, CEO	Name: Eddie A. Reed, Jr.
Title:	Title: Director-Interconnection Agreements
Date: March 18, 2010	Date: 3.23.10

	Resale OCN	CLEC OCN
TENNESSEE	2909	2891

ACNA: AJE

AT&T Wholesale Amendment

Contract Number: 20004

AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T TENNESSEE

AND

AENEAS COMMUNICATIONS, LLC

Signature: eSigned - Jonathan Harlan

Name: eSigned - Jonathan Harlan
(Print or Type)

Title: CEO
(Print or Type)

Date: 05 Dec 2014

Aeneas Communications, LLC

Signature: eSigned - William A. Bockelman

Name: eSigned - William A. Bockelman
(Print or Type)

Title: Director
(Print or Type)

Date: 08 Dec 2014

BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE by AT&T Services, Inc., its authorized agent

State	Resale OCN	CLEC OCN
TENNESSEE	2909	2891

Description	ACNA Code(s)
ACNA(s)	AJE

AMENDMENT TO THE AGREEMENT BETWEEN AENEAS COMMUNICATIONS, LLC AND BELLSOUTH TELECOMMUNICATIONS, INC. d/b/a AT&T TENNESSEE

This Amendment (the "Amendment") amends the Interconnection Agreement by and between BellSouth Telecommunications, Inc. d/b/a AT&T TENNESSEE ("AT&T TENNESSEE") and Aeneas Communications, LLC ("CLEC"). AT&T TENNESSEE and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T TENNESSEE and CLEC are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved April 12, 2001 and as subsequently amended (the "Agreement"); 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, the terms and conditions, contained within, and Exhibit A and Exhibit B Pricing Sheet immediately following, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.

2. The Parties agree to add the following definitions to the General Terms and Conditions of the Interconnection Agreement:

   "Accessible Letter(s)" means the correspondence used to communicate pertinent information regarding AT&T SOUTHEAST REGION 9-STATE to the CLEC community and is (are) provided via posting to the AT&T CLEC Online website.

   "AT&T SOUTHEAST REGION 9-STATE" – the AT&T owned ILEC doing business in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.

   "Business Day" means Monday through Friday, excluding holidays on which the applicable AT&T SOUTHEAST REGION 9-STATE ILEC does not provision new retail services and products.

   "End User(s)" means a Third Party residence or business that subscribes to Telecommunications Services provided by any of the Parties at retail. As used herein, the term "End User(s)" does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.

   "Notice" is official correspondence between the Parties sent in accordance with Notice Section 22 of this General Terms and Conditions.

   "Party" means either CLEC or the AT&T owned ILEC; use of the term "Party" includes each of the AT&T owned ILEC(s) that is a Party to this Agreement. "Parties" means both CLEC and the AT&T owned ILEC.

   "Third Party" is any Person other than a Party.

3. The Parties agree to add Exhibit A Intercarrier Compensation for Wholesale Local Switching as Exhibit F to Attachment 3 of the Agreement.

4. The Parties agree to add the rates for Local Interconnection (Call Transport and Termination) for Wholesale Local Switching in AT&T SOUTHEAST REGION 9-STATE as set forth in Exhibit B, the AT&T Pricing Sheet(s) for the State(s) of Tennessee.

5. The Parties agree to replace Section 22 of the General Terms and Conditions to the Agreement with the following language:

   22. Notices

   22.1 Notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

22.1.1 delivered personally, delivered by express delivery service or mailed via certified mail or first class U.S. Postal Service, with postage prepaid and a return receipt requested.

22.1.2 delivered by facsimile provided CLEC and/or AT&T SOUTHEAST REGION 9-STATE has provided such information in Section 22.3 below.

22.1.3 delivered by electronic mail (email) provided CLEC and/or AT&T SOUTHEAST REGION 9-STATE has provided such information in Section 22.3 below.

22.2 Notices will be deemed given as of the earliest of:

22.2.1 the date of actual receipt;

22.2.2 the next Business Day when sent via express delivery service;

22.2.3 five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service; or

22.2.4 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.

22.2.5 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent to CLEC AT&T SOUTHEAST REGION 9-STATE.

22.3 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Jonathan Harlan Chief Executive Officer
STREET ADDRESS	300 North Cumberland Street
CITY, STATE, ZIP CODE	Jackson, TN 38301
PHONE NUMBER*	(731) 554-9200
FACSIMILE NUMBER	(731) 554-4440
EMAIL ADDRESS	jharlan@aeneas.com

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard St., 19th Floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Dallas, TX 75202-5398
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

*Informational only and not to be considered as an official notice vehicle under this Section.

22.4 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section 22. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated

contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

22.5 In addition, CLEC agrees that it is responsible for providing AT&T SOUTHEAST REGION 9-STATE with CLEC's OCN and ACNA numbers for the States in which CLEC is authorized to do business and in which CLEC is requesting that this Agreement apply. In the event that CLEC wants to change and/or add to the OCN and/or ACNA information in the CLEC Profile, CLEC shall send written notice to AT&T SOUTHEAST REGION 9-STATE to be received at least thirty (30) days prior to the change and/or addition in accordance with this Section 22. notice provision; CLEC shall also update its CLEC Profile through the applicable form and/or web-based interface.

22.5.1 CLEC 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 CLEC.

22.5.2 CLEC may be able to place orders for certain services in AT&T SOUTHEAST REGION 9-STATE without having properly updated the CLEC Profile; however, at any time during the term of this Agreement without additional notice AT&T may at its discretion eliminate such functionality. At such time, if CLEC has not properly updated its CLEC Profile, ordering capabilities will cease, and CLEC will not be able to place orders until thirty (30) days after CLEC has properly updated its CLEC Profile.

22.6 AT&T SOUTHEAST REGION 9-STATE communicates official information to CLECs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T SOUTHEAST REGION 9-STATE CLEC Online website, inclusive of a variety of subjects including changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.

22.7 CLEC may designate up to a maximum of ten (10) recipients for Accessible Letter notification via e-mail.

6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

7. Reservation of Rights. 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. This Amendment shall be filed with and is subject to approval by the state Commission and shall become effective ten (10) days following approval by such Commission.

1.0 Intercarrier Compensation for Wholesale Local Switching Traffic

1.1 Where CLEC purchases local switching from AT&T SOUTHEAST REGION 9-STATE either on a stand alone basis or in combination pursuant to the terms of a separately negotiated commercial agreement (herein after referred to as "Wholesale Local Switching" or "switching on a wholesale basis"), CLEC shall establish agreements with and will deal directly with Third Party carriers, such as independent companies, ILECs, CMRS or wireless carriers and other CLECs, for purposes of reciprocal compensation for calls originated by or terminated to the End Users served by such arrangements. AT&T SOUTHEAST REGION 9-STATE is required to provide CLEC with timely, complete and correct information to enable CLEC to meet the requirements of this Section.

1.2 The following intercarrier compensation terms shall apply to all traffic exchanged between AT&T SOUTHEAST REGION 9-STATE and CLEC when CLEC purchases Wholesale Local Switching.

1.2.1 For calls terminating to third parties, such as other CLECs, wireless carriers and independent companies, CLEC shall establish agreements with and will deal directly with third party carriers for purposes of intercarrier compensation for calls originated by or terminated to the End Users served by such arrangements. If CLEC does not have such an agreement with a third party carrier and AT&T SOUTHEAST REGION 9-STATE is charged termination charges by a third party terminating a call originated by CLEC, or if such third party carrier bills AT&T SOUTHEAST REGION 9-STATE for terminating such calls, despite the existence of such an agreement, then AT&T SOUTHEAST REGION 9-STATE may, at its option:

1.2.1.1 Pay such charges as billed by the third party carrier and charge End Office Switching or its equivalent to CLEC as set forth in the pricing schedule; or

1.2.1.2 Pay such charges as billed by the third party carrier and CLEC will reimburse the full amount of such charges within thirty (30) days of AT&T SOUTHEAST REGION 9-STATE's request for reimbursement.

1.2.2 The following reciprocal compensation terms shall apply to all traffic exchanged between AT&T SOUTHEAST REGION 9-STATE and CLEC when CLEC purchases local switching from AT&T SOUTHEAST REGION 9-STATE on a wholesale basis.

1.2.2.1 For intra-switch Wholesale Local Switching Traffic exchanged between AT&T SOUTHEAST REGION 9-STATE and CLEC, the Parties agree to impose no call termination charges pertaining to reciprocal compensation on each other.

1.2.3 For inter switch 7 or 10-digit dialed Wholesale Local Switching Traffic originated by CLEC, intercarrier compensation shall apply as follows:

1.2.3.1 For interswitch Wholesale Local Switching Traffic exchanged between AT&T SOUTHEAST REGION 9-STATE and CLEC where CLEC's End User originates a call that is terminated to an AT&T SOUTHEAST REGION 9-STATE End User or to an End User served by AT&T SOUTHEAST REGION 9-STATE resold services in the AT&T SOUTHEAST REGION 9-STATE area, CLEC shall compensate AT&T for such traffic at the End Office Switching rate or its equivalent as set forth in the Pricing Schedule.

1.2.3.2 For calls originated by a third party and terminating to CLEC where such CLEC purchases Wholesale Local Switching from AT&T SOUTHEAST REGION 9-STATE to provide service to its End User, AT&T SOUTHEAST REGION 9-STATE shall charge the originating CLEC for End Office Switching or its equivalent as set forth in the Pricing Schedule at the terminating end office. AT&T SOUTHEAST REGION 9-STATE shall not charge the terminating CLEC for End Office Switching or its equivalent at the terminating end office.

1.2.4 For inter switch 7 or 10-digit dialed Wholesale Local Switching Traffic terminated by CLEC, intercarrier compensation shall apply as follows:

1.2.4.1 For calls originated by an AT&T SOUTHEAST REGION 9-STATE End User or by an End User served by AT&T SOUTHEAST REGION 9-STATE resold services, AT&T SOUTHEAST REGION 9-STATE shall not charge CLEC for End Office Switching at the terminating end office

for use of the network component; therefore, CLEC may not charge AT&T SOUTHEAST REGION 9-STATE intercarrier compensation or any other charges for termination of such calls.

1.2.4.2 For calls originated by a third party CLEC where such CLEC purchases Wholesale Local Switching from AT&T SOUTHEAST REGION 9-STATE to provide service to its End User, AT&T SOUTHEAST REGION 9-STATE shall not charge CLEC for End Office Switching at the terminating end office for use of the network component; therefore, CLEC shall not charge the originating CLEC or AT&T SOUTHEAST REGION 9-STATE intercarrier compensation or any other charges for termination of such calls.

1.2.5 For intraLATA 1+ dialed Wholesale Local Switching Traffic terminating to CLEC where the originating carrier uses AT&T SOUTHEAST REGION 9-STATE's Carrier Identification Code (CIC) for its End User's LPIC, then intercarrier compensation shall apply as follows:

1.2.5.1 For calls originated by an AT&T SOUTHEAST REGION 9-STATE End User or by an End User served by AT&T SOUTHEAST REGION 9-STATE resold services, AT&T SOUTHEAST REGION 9-STATE shall charge CLEC for End Office Switching or its equivalent as set forth in the Pricing Schedule at the terminating end office for use of the end office switching network components used in terminating such calls. CLEC may charge AT&T SOUTHEAST REGION 9-STATE for intercarrier compensation at the rate for End Office Switching or its equivalent as set forth in the Pricing Schedule. CLEC shall not charge originating or terminating switched access rates to AT&T SOUTHEAST REGION 9-STATE for termination of those calls.

1.2.6 For intraLATA 1+ dialed Wholesale Local Switching Traffic originated by CLEC where CLEC uses AT&T SOUTHEAST REGION 9-STATE Carrier Identification Code (CIC) for its End User's Local Preferred Interexchange Carrier (LPIC), intercarrier compensation shall apply as follows:

1.2.6.1 For calls terminating to AT&T SOUTHEAST REGION 9-STATE or to an End User served by AT&T SOUTHEAST REGION 9-STATE resold services, AT&T SOUTHEAST REGION 9-STATE shall charge CLEC for End Office Switching or its equivalent as set forth in the Pricing Schedule.

1.2.6.2 For calls terminating to a third party LEC where such LEC is utilizing AT&T SOUTHEAST REGION 9-STATE Wholesale Local Switching to provide service to its End User, AT&T SOUTHEAST REGION 9-STATE shall charge CLEC for End Office Switching or its equivalent as set forth in the Pricing Schedule. AT&T SOUTHEAST REGION 9-STATE will not charge the terminating LEC for End Office Switching at the terminating end office. In the event that AT&T SOUTHEAST REGION 9-STATE is charged terminating charges by the LEC, AT&T SOUTHEAST REGION 9-STATE may pay such charges and CLEC will reimburse AT&T SOUTHEAST REGION 9-STATE the full amount of such charges within thirty (30) days following AT&T SOUTHEAST REGION 9-STATE's request for reimbursement.

1.2.7 For calls originated by or terminating to interexchange carriers (IXCs) through a switched access service arrangement, CLEC may bill the IXC in accordance with the CLEC's tariff and will not bill AT&T SOUTHEAST REGION 9-STATE any charges for such calls. CLEC shall pay AT&T SOUTHEAST REGION 9-STATE applicable charges for the use of AT&T SOUTHEAST REGION 9-STATE's network in accordance with the rates set forth in the Pricing Schedule.

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2	TN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION) FOR WHOLESALE LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	End Office Switching (Port Usage) - End Office Switching Function, Per MOU				0.0008041			MOU

AT&T Wholesale Amendment

AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T TENNESSEE

AND

AENEAS COMMUNICATIONS, LLC

Signature: eSigned - Jonathan V. Harlan

Name: eSigned - Jonathan V. Harlan
(Print or Type)

Title: CEO
(Print or Type)

Date: 28 Jun 2016

Aeneas Communications, LLC

Signature: eSigned - William A. Bockelman

Name: eSigned - William A. Bockelman
(Print or Type)

Title: Director
(Print or Type)

Date: 29 Jun 2016

BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE by AT&T Services, Inc., its authorized agent

State	Resale OCN	CLEC OCN
TENNESSEE	2909	2891

Description	ACNA Code(s)
ACNA(s)	AJE

AMENDMENT TO THE AGREEMENT BETWEEN AENEAS COMMUNICATIONS, LLC AND BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T TENNESSEE

This amendment ("Amendment") amends the Interconnection Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE ("AT&T") and Aeneas Communications, LLC ("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"), approved April 12, 2001 and as subsequently amended ("Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to implement the *Lifeline and Link Up Reform and Modernization et al*., WC Docket No. 11-42 et al., Second Report and Order, FCC 15-71, Released June 22, 2015 ("FCC Lifeline Order"); and

WHEREAS, the Parties desire to amend the Agreement to implement to the *Connect America Fund et al.,* WC Docket No. 10-90 et al, Report and Order issued by the Federal Communications Commission ("FCC") on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189) ("FCC ICC Reform 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, the terms and conditions, contained within, and Exhibit B - Pricing Sheet, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.

2. Lifeline and Link Up Services

   2.1. Delete the rates, terms and conditions related to Lifeline and Link Up service offerings from the Agreement. Lifeline and Link Up service will no longer be available under the Agreement beginning 180 days after Federal Register publication of the Office of Management and Budget's (OMB) approval.

3. Intercarrier Compensation

   3.1. The Parties hereby implement the intercarrier compensation rates reflected in the Pricing Sheet attached hereto as Exhibit B, for the termination of all Section 251(b)(5) Traffic exchanged between the Parties in the applicable state(s). The intercarrier compensation rates included in Exhibit B hereby supersede the existing rate elements included in the Agreement for purposes of reciprocal compensation.

4. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.

5. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

6. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

8. 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 counterparts shall together constitute one and the same instrument.

9. For Tennessee: 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.

Pricing Sheet
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	TN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU (Effective Through 6/30/17)				0.0007			MOU
2MR-AT	TN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU (Effective 7/01/17)				0.00bk			MOU
2MR-AT	TN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU (Effective through 6/30/18)				0.0000064			Per Mile, Per MOU
2MR-AT	TN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU (Effective 7/1/2018)				0.00bk			Per Mile, Per MOU
2MR-AT	TN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU (Effective through 6/30/18)				0.0000064			Per Mile, Per MOU
2MR-AT	TN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU (Effective 7/1/2018)				0.00bk			Per Mile, Per MOU

AT&T Wholesale Amendment

AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T TENNESSEE

AND

AENEAS COMMUNICATIONS, LLC

Signature: eSigned - Jonathan Harlan

Name: eSigned - Jonathan Harlan
(Print or Type)

Title: CEO
(Print or Type)

Date: 20 Jul 2018

Aeneas Communications, LLC

Signature: eSigned - William Bockelman

Name: eSigned - William Bockelman
(Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)

Date: 20 Jul 2018

BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE by AT&T Services, Inc., its authorized agent

State	Resale OCN	CLEC OCN
TENNESSEE	2909	2891

Description	ACNA Code(s)
ACNA(s)	AJE

AMENDMENT TO THE AGREEMENT BETWEEN AENEAS COMMUNICATIONS, LLC AND BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T TENNESSEE

This amendment ("Amendment") revises the Interconnection Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE ("AT&T") and Aeneas Communications, LLC ("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"), approved April 12, 2001 and as subsequently amended ("Agreement"); and

WHEREAS, the Parties desire to modify certain provisions related to Operator Services and Directory Assistance (OS/DA) and/or Customer Information Services; and

WHEREAS, on September 27, 2017, AT&T provided notification via Accessible Letter of its intent to discontinue Inward Service under Section 214 of the Act; 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, the terms and conditions, contained within, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.

2. Delete all rates, terms and conditions pertaining to Inward Service (INW) from the Appendix or Attachment - Operator Services and Directory Assistance (OS/DA) or Customer Information Services (CIS) and any related Pricing Sheets and/or Price Schedules from the Agreement.

3. Add the following provisions to the Appendix or Attachment Operator Services and Directory Assistance (OS/DA) or Customer Information Services (CIS):

CIS.1 GENERAL CONDITIONS FOR OPERATOR SERVICES (OS), DIRECTORY ASSISTANCE (DA)

CIS.1.1 Notwithstanding the foregoing, AT&T-21STATE reserves the right to suspend, modify or terminate, without penalty, any OS and/or DA feature of Service(s) offerings that are provided under this Appendix or Attachment on one hundred eighty (180) days' written notice in the form of an Accessible Letter.

CIS.1.2 Termination:

CIS.1.2.1 If the CLEC terminates OS and/or DA service prior to the expiration of the term of this Agreement, CLEC shall pay AT&T-21STATE, within thirty (30) calendar days of the issuance of any bills by AT&T-21STATE, all amounts due for actual services provided under this Appendix or Attachment, plus estimated monthly charges for the remainder of the term. Estimated charges will be based on an average of the actual monthly amounts billed by AT&T-21STATE pursuant to this Appendix or Attachment prior to its termination. The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in the Pricing Sheet.

CIS.1.3 CLEC shall be solely responsible for any and all legal or regulatory requirements for the modification or discontinuance of OS and/or DA products/services to CLEC End Users under this Appendix or Attachment.

CIS.4 TERMINATION – ENTIRE APPENDIX OR ATTACHMENT OPERATOR ASSISTANCE AND DIRECTORY ASSISTANCE SERVICES OR CUSTOMER INFORMATION SERVICES

CIS.4.1 The Parties reserve the right to suspend or terminate, without penalty, this Appendix or Attachment in its entirety on one hundred eighty (180) days' written notice. The Appendix or Attachment will be coterminous with the ICA or will continue until the Party desiring to terminate this Appendix or Attachment provides one

hundred eighty (180) days' written Notice to the other Party of the date the Appendix or Attachment will terminate ("Termination Date"), whichever date is earlier.

4. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.
5. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
6. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
8. 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 counterparts shall together constitute one and the same instrument.
9. For Tennessee: 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.

AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T TENNESSEE

AND

AENEAS COMMUNICATIONS, LLC

Signature: eSigned - Stephen Thorpe

Name: eSigned - Stephen Thorpe
(Print or Type)

Title: CEO
(Print or Type)

Date: 22 Mar 2022

Aeneas Communications, LLC

Signature: eSigned - Kristen E. Shore

Name: eSigned - Kristen E. Shore
(Print or Type)

Title: AVP- Regulatory
(Print or Type)

Date: 23 Mar 2022

BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN	CLEC OCN
TENNESSEE	2909	- - -	2891

Description	ACNA Code(s)
ACNA(s)	AJE

AMENDMENT TO THE AGREEMENT BETWEEN AENEAS COMMUNICATIONS, LLC AND BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T TENNESSEE

This Amendment (the "Amendment") amends the Interconnection Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE ("AT&T") and Aeneas Communications, LLC ("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") 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

WHEREAS, the Parties desire to amend the Agreement to implement the FCC Order FCC-20-152 in WC Dkt. No. 19-308; Modernizing Unbundling and Resale Requirements in an Era of Next-Generation Networks and Services which was filed with the FCC on January 8, 2021 ("FCC UNE Relief 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. As of February 8, 2023, CLEC may no longer order new 2-Wire Digital UNE Loops ("Digital Loops") pursuant to this Agreement in Wire Centers where at least 50% of the census blocks served are designated as urbanized areas. Any existing Digital Loops ordered on or before February 8, 2023 ("Digital Loop Embedded Base") are grandfathered until February 8, 2025. CLEC shall convert the Digital Loop Embedded Base to a commercial offering, or an alternate arrangement, or disconnect such Digital Loop on or before February 8, 2025. Exhibit A to this Amendment contains Digital Loop element descriptions and USOCs that are subject to the FCC UNE Relief Order; however, this Agreement may also contain additional and/or older element descriptions and USOCs that are also Digital Loops subject to the FCC UNE Relief 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 Digital Loops and CLEC will be responsible for all recurring and non-recurring charges:

i. convert to a digital 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 the Digital Loop rate and the non-UNE rate that applies under this Section 6 for any new Digital Loops inadvertently ordered on or after February 8, 2023, and any Digital Loop Embedded Base remaining as of February 8, 2025.

c. AT&T's election to reprice the Digital Loop shall not preclude AT&T from later converting the Digital Loop to a Digital arrangement available under a separate commercial agreement or an AT&T tariff or guidebook service.

d. AT&T reserves the right to raise its rates by up to 25% as of February 08, 2024 and may elect to increase rates to

market rates after February 08, 2025, when the grandfathering period expires. AT&T shall provide Notice to CLEC of how the Parties will implement the subsequent rate changes.

7. As of February 8, 2023, CLEC may no longer order new DS1 UNE Loops ("DS1 Loops") pursuant to this Agreement in Wire Centers in counties deemed to be competitive in the BDS proceeding as listed in the AT&T Guidebook, which may change from time to time. Any existing DS1 Loops ordered on or before February 8, 2023 ("DS1 Loop Embedded Base") are grandfathered until July 8, 2024. CLEC shall convert the DS1 Loop Embedded Base to an alternate arrangement, or disconnect such DS1 Loop on or before July 8, 2024. Exhibit A to this Amendment contains DS1 Loop element descriptions and USOCs that are subject to the FCC UNE Relief Order; however, this Agreement may also contain additional and/or older element descriptions and USOCs that are also DS1 Loops subject to the FCC UNE 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 DS1 Loops and CLEC will be responsible for all recurring and non-recurring charges:
      i. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or
      ii. reprice by application of a new rate (or by application of a surcharge to an existing rate), or
      iii. disconnect.

   b. AT&T reserves the right to backbill CLEC for the difference between the DS1 Loop rate and the non-UNE rate that applies under this Section 7 for any new DS1 Loops inadvertently ordered on or after February 8, 2023, and any DS1 Loop Embedded Base remaining as of July 8, 2024.

   c. AT&T's election to reprice the DS1 Loop shall not preclude AT&T from later converting the DS1 Loop to a DS1 arrangement available under a separate AT&T tariff or guidebook service.

8. As of February 8, 2021, CLEC may no longer order new DS3 UNE Loops ("DS3 Loops") pursuant to this Agreement in Wire Centers in counties deemed to be competitive in the BDS proceeding as listed in the AT&T Guidebook, which may change time to time. Any existing DS3 Loops ordered on or before February 8, 2021 ("DS3 Loop Embedded Base") are grandfathered until February 8, 2024. CLEC shall convert the DS3 Loop Embedded Base to an alternate arrangement, or disconnect such DS3 Loop on or before February 8, 2024. Exhibit A to this Amendment contains DS3 Loop element descriptions and USOCs that are subject to the FCC UNE Relief Order, however this Agreement may also contain additional and/or older element descriptions and USOCs that are also DS3 Loops subject to the FCC UNE 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 DS3 Loops and CLEC will be responsible for all recurring and non-recurring charges:
      i. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or
      ii. reprice by application of a new rate (or by application of a surcharge to an existing rate), or
      iii. disconnect.

   b. AT&T reserves the right to backbill CLEC for the difference between the DS3 Loop rate and the non-UNE rate that applies under this Section 8 for any new DS1 Loops inadvertently ordered on or after February 8, 2021, and any DS3 Loop Embedded Base remaining as of February 8, 2024.

   c. AT&T's election to reprice the DS3 Loop shall not preclude AT&T from later converting the DS3 Loop to a DS3 arrangement available under a separate AT&T tariff or guidebook service.

9. As of February 8, 2021, CLEC may no longer order new UNE Dark Fiber Transport ("DFT") pursuant to this Agreement where the dark fiber transport is connected to a Tier 3 wire center located within ½ mile of competitive fiber as described in the FCC UNE Relief Order and designated by the FCC. Any existing UNE Dark Fiber Transport facility ordered before February 8, 2021 ("Dark Fiber Transport Embedded Base") is grandfathered until February 8, 2029. CLEC shall convert the UNE Dark Fiber Transport Embedded Base to an alternate arrangement, or disconnect such UNE Dark Fiber

Transport on or before February 8, 2029. Exhibit A to this Amendment contains UNE Dark Fiber Transport element descriptions and USOCs that are subject to the FCC UNE Relief Order; however, this Agreement may also contain additional and/or older element descriptions and USOCs that are also UNE Dark Fiber Transport subject to the FCC UNE Relief Order. If the FCC determines that additional wire centers are subject to forbearance, CLEC shall cease ordering DFT as of the date specified by the FCC and adhere to any FCC-specified transition timelines.

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 UNE Dark Fiber Transport and CLEC will be responsible for all recurring and non-recurring charges:
   i. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or
   ii. reprice by application of a new rate (or by application of a surcharge to an existing rate), or
   iii. disconnect.

b. AT&T reserves the right to backbill CLEC for the difference between an UNE Dark Fiber Transport rate and the non-UNE rate that applies under this Section 9 for any new UNE Dark Fiber Transport inadvertently ordered on or after February 8, 2021, and any UNE Dark Fiber Transport Embedded Base remaining as of February 8, 2029.

c. AT&T's election to reprice the UNE Dark Fiber Transport shall not preclude AT&T from later converting the UNE Dark Fiber Transport to a DFT arrangement available under a separate AT&T tariff or guidebook service.

10. As of February 8, 2021, CLEC may no longer order new UNE Subloops or UNE Network Interface Devices (NIDs) pursuant to this Agreement.

11. As of February 8, 2021, CLEC may no longer covert existing Special Access circuits (as defined, ordered, and provisioned in AT&T ILEC's interstate and/or intrastate tariffs) to UNEs.

12. CLEC shall provide a forecast of the total number of Unbundled Loops in its embedded customer base that it plans to migrate to an alternate product or service. CLEC shall work with AT&T to establish mutually agreed to daily order volume parameters and make a reasonable effort to affect a timely and orderly migration by the end of the transition period.

13. 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.

14. 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.

15. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

16. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

17. 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.

18. 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

TABLE OF CONTENTS

Section		Page Number
1.0	INTRODUCTION	3
2.0	GENERAL PROVISIONS	3
3.0	PRICING AND DISCOUNTS	4
4.0	RESPONSIBILITIES OF PARTIES	4
5.0	BILLING AND PAYMENT OF RATES AND CHARGES	5
6.0	ANCILLARY SERVICES	6
7.0	SUSPENSION OF SERVICE	6

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.

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1	UEANL	UEAL2	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1 [DISCONNECT] (USOC=UEAL2)	UEANL	**SOMAN**	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1 (USOC=UEAL2)	UEANL	**SOMAN**	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1 [DISCONNECT]	UEANL	UEAL2	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2	UEANL	UEAL2	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2 [DISCONNECT] (USOC=UEAL2)	UEANL	**SOMAN**	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2 (USOC=UEAL2)	UEANL	**SOMAN**	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2 [DISCONNECT]	UEANL	UEAL2	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3	UEANL	UEAL2	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3 [DISCONNECT] (USOC=UEAL2)	UEANL	**SOMAN**	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3 (USOC=UEAL2)	UEANL	**SOMAN**	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3 [DISCONNECT]	UEANL	UEAL2	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1	UEANL	UEASL	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1 [DISCONNECT] (USOC=UEASL)	UEANL	**SOMAN**	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1 (USOC=UEASL)	UEANL	**SOMAN**	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1 [DISCONNECT]	UEANL	UEASL	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2	UEANL	UEASL	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2 [DISCONNECT] (USOC=UEASL)	UEANL	**SOMAN**	2

PRICING SHEETS

TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2 (USOC=UEASL)	UEANL	**SOMAN**	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2 [DISCONNECT]	UEANL	UEASL	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3	UEANL	UEASL	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3 [DISCONNECT] (USOC=UEASL)	UEANL	**SOMAN**	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3 (USOC=UEASL)	UEANL	**SOMAN**	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3 [DISCONNECT]	UEANL	UEASL	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Manual Order Coordination for UVL-SL1s (per loop)	UEANL	UEAMC	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)	UEANL	OCOSL	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1	UEANL	UREPN	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1 [DISCONNECT]	UEANL	UREPN	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1	UEANL	UREPM	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1	UEQ	UEQ2X	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1 [DISCONNECT] (USOC=UEQ2X)	UEQ	**SOMAN**	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1 (USOC=UEQ2X)	UEQ	**SOMAN**	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1 [DISCONNECT]	UEQ	UEQ2X	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	UEQ	UEQ2X	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2 [DISCONNECT] (USOC=UEQ2X)	UEQ	**SOMAN**	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2 (USOC=UEQ2X)	UEQ	**SOMAN**	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2 [DISCONNECT]	UEQ	UEQ2X	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	UEQ	UEQ2X	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3 [DISCONNECT] (USOC=UEQ2X)	UEQ	**SOMAN**	3

TN	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3 (USOC=UEQ2X)	UEQ	**SOMAN**	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3 [DISCONNECT]	UEQ	UEQ2X	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Tag Loop at End User Premise	UEQ	URETL	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic 1st Half Hour	UEQ	URET1	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic Additional Half Hour	UEQ	URETA	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)	UEQ	USBMC	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND	UEQ	UREPN	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND [DISCONNECT]	UEQ	UREPN	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire UCL-ND	UEQ	UREPM	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URESL	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0) [DISCONNECT] (USOC=URESL)	UEA	**SOMAN**	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0) (USOC=URESL)	UEA	**SOMAN**	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL2	UEA	UREPN	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2	UEA	UREPM	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1	UEA	UEAL4	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT] (USOC=UEAL4)	UEA	**SOMAN**	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1 (USOC=UEAL4)	UEA	**SOMAN**	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	UEA	UEAL4	1

PRICING SHEETS

TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2	UEA	UEAL4	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT] (USOC=UEAL4)	UEA	**SOMAN**	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2 (USOC=UEAL4)	UEA	**SOMAN**	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	UEA	UEAL4	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3	UEA	UEAL4	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT] (USOC=UEAL4)	UEA	**SOMAN**	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3 (USOC=UEAL4)	UEA	**SOMAN**	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	UEA	UEAL4	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URESL	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0) [DISCONNECT] (USOC=URESL)	UEA	**SOMAN**	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0) (USOC=URESL)	UEA	**SOMAN**	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1	NTCVG	UEAL2	1
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAL2	1
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2	NTCVG	UEAL2	2
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAL2	2
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3	NTCVG	UEAL2	3
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAL2	3

PRICING SHEETS

TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1	NTCVG	UEAR2	1
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAR2	1
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2	NTCVG	UEAR2	2
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAR2	2
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3	NTCVG	UEAR2	3
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAR2	3
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URESL	
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Loop Tagging - Service Level 2 (SL2)	NTCVG	URETL	
TN	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1	NTCVG	UEAL4	1
TN	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	NTCVG	UEAL4	1
TN	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2	NTCVG	UEAL4	2
TN	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	NTCVG	UEAL4	2
TN	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3	NTCVG	UEAL4	3
TN	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	NTCVG	UEAL4	3
TN	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URESL	
TN	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS1 - per mile	U1TD1	1L5XX	
TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS1 - Facility Termination	U1TD1	U1TF1	
TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS1 - Facility Termination [DISCONNECT] (USOC=U1TF1)	U1TD1	**SOMAN**	

PRICING SHEETS

TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS1 - Facility Termination (USOC=U1TF1)	U1TD1	**SOMAN**	
TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS1 - Facility Termination [DISCONNECT]	U1TD1	U1TF1	
TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS3 - per mile	U1TD3	1L5XX	
TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3	
TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS3 - Facility Termination [DISCONNECT] (USOC=U1TF3)	U1TD3	**SOMAN**	
TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS3 - Facility Termination (USOC=U1TF3)	U1TD3	**SOMAN**	
TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS3 - Facility Termination [DISCONNECT]	U1TD3	U1TF3	
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1	UNCVX	UEAL4	1
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1 (USOC=UEAL4)	UNCVX	**SOMAN**	1
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1 [DISCONNECT]	UNCVX	UEAL4	1
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2	UNCVX	UEAL4	2
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2 (USOC=UEAL4)	UNCVX	**SOMAN**	2
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2 [DISCONNECT]	UNCVX	UEAL4	2
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3	UNCVX	UEAL4	3
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3 (USOC=UEAL4)	UNCVX	**SOMAN**	3
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3 [DISCONNECT]	UNCVX	UEAL4	3
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1	UNC1X	USLXX	1
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1 [DISCONNECT] (USOC=USLXX)	UNC1X	**SOMAN**	1
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1 (USOC=USLXX)	UNC1X	**SOMAN**	1
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1 [DISCONNECT]	UNC1X	USLXX	1
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2	UNC1X	USLXX	2
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2 [DISCONNECT] (USOC=USLXX)	UNC1X	**SOMAN**	2
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2 (USOC=USLXX)	UNC1X	**SOMAN**	2

TN	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2 [DISCONNECT]	UNC1X	USLXX	2
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3	UNC1X	USLXX	3
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3 [DISCONNECT] (USOC=USLXX)	UNC1X	**SOMAN**	3
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3 (USOC=USLXX)	UNC1X	**SOMAN**	3
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3 [DISCONNECT]	UNC1X	USLXX	3
TN	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - per mile	UNC3X	1L5ND	
TN	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination	UNC3X	UE3PX	
TN	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination [DISCONNECT] (USOC=UE3PX)	UNC3X	**SOMAN**	
TN	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination (USOC=UE3PX)	UNC3X	**SOMAN**	
TN	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination [DISCONNECT]	UNC3X	UE3PX	
TN	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 - per mile	UNC1X	1L5XX	
TN	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination	UNC1X	U1TF1	
TN	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination [DISCONNECT] (USOC=U1TF1)	UNC1X	**SOMAN**	
TN	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination (USOC=U1TF1)	UNC1X	**SOMAN**	
TN	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination [DISCONNECT]	UNC1X	U1TF1	
TN	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - per mile	UNC3X	1L5XX	
TN	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination	UNC3X	U1TF3	
TN	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination [DISCONNECT] (USOC=U1TF3)	UNC3X	**SOMAN**	
TN	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination (USOC=U1TF3)	UNC3X	**SOMAN**	
TN	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination [DISCONNECT]	UNC3X	U1TF3	
TN	ADDITIONAL NETWORK ELEMENTS	Service Rearrangements - NRC - Order Coordination Specific Time - Dedicated Transport	UNC1X, UNC3X	OCOSR	

AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T TENNESSEE

AND

AENEAS COMMUNICATIONS, LLC

Signature: eSigned - Stephen Thorpe

Name: eSigned - Stephen Thorpe
(Print or Type)

Title: CEO
(Print or Type)

Date: 18 Jul 2022

Aeneas Communications, LLC

Signature: eSigned - Kristen E. Shore

Name: eSigned - Kristen E. Shore
(Print or Type)

Title: AVP- Regulatory
(Print or Type)

Date: 18 Jul 2022

BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE by AT&T Services, Inc., its authorized agent

AMENDMENT TO THE AGREEMENT BETWEEN AENEAS COMMUNICATIONS, LLC AND BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T TENNESSEE

This Amendment (the "Amendment") amends the Interconnection Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE ("AT&T") and Aeneas Communications, LLC ("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"), approved April 12, 2001 and as subsequently amended (the "Agreement"); and

WHEREAS, The Parties desire to amend the Interconnection Agreement to modify certain rates; 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, and Pricing Sheets (Exhibit A and Exhibit B), all of which are hereby incorporated by this reference and constitute a part of this Amendment.
2. Add the Pricing Sheet in Exhibit A. The rates in Exhibit A supersede the rates for the corresponding elements in the Pricing Sheet in the Agreement.
3. To the extent CLEC is no longer purchasing commercial local transport pursuant to a separate agreement using the USOCs and Basic Classes of Services set forth on the Pricing Sheet in Exhibit A, CLEC shall provide Notice to AT&T to implement the rates set forth in Exhibit B. Upon verification that CLEC is no longer purchasing commercial local transport, AT&T will implement the rates in Exhibit B. Depending on CLEC's bill period and AT&T billing system processes, the rate change may take up to two billing cycles to go into effect.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
5. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement
6. 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.
7. This Amendment shall be filed with the applicable State Commission(s) and will become effective July 12, 2022.

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
LWT	TN	AT&T LOCAL WHOLESALE TRANSPORT	Stand Alone - Interoffice Channel - DS1 - per mile (Effective July 12, 2022 - July 11, 2023)	U1TD1	1L5XX		0.53			mile
LWT	TN	AT&T LOCAL WHOLESALE TRANSPORT	Stand Alone - Interoffice Channel - DS1 - per mile (Effective July 12, 2023 - July 11, 2024)	U1TD1	1L5XX		1.06			
LWT	TN	AT&T LOCAL WHOLESALE TRANSPORT	Stand Alone - Interoffice Channel - DS1 - per mile (Effective July 12, 2024 - July 11, 2025)	U1TD1	1L5XX		5.3			
LWT	TN	AT&T LOCAL WHOLESALE TRANSPORT	Stand Alone - Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2022 - July 11, 2023)	U1TD1	U1TF1		116.79	112.40	76.27	
LWT	TN	AT&T LOCAL WHOLESALE TRANSPORT	Stand Alone - Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2023 - July 11, 2024)	U1TD1	U1TF1		233.58	112.40	76.27	
LWT	TN	AT&T LOCAL WHOLESALE TRANSPORT	Stand Alone - Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2024 - July 11, 2025)	U1TD1	U1TF1		1167.9	112.40	76.27	
LWT	TN	AT&T LOCAL WHOLESALE TRANSPORT	Stand Alone - Interoffice Channel - DS3 - per mile (Effective July 12, 2022 - July 11, 2023)	U1TD3	1L5XX		3.51			mile
LWT	TN	AT&T LOCAL WHOLESALE TRANSPORT	Stand Alone - Interoffice Channel - DS3 - per mile (Effective July 12, 2023 - July 11, 2024)	U1TD3	1L5XX		7.02			
LWT	TN	AT&T LOCAL WHOLESALE TRANSPORT	Stand Alone - Interoffice Channel - DS3 - per mile (Effective July 12, 2024 - July 11, 2025)	U1TD3	1L5XX		35.1			
LWT	TN	AT&T LOCAL WHOLESALE TRANSPORT	Stand Alone - Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2022 - July 11, 2023)	U1TD3	U1TF3		1273.48	395.29	176.56	
LWT	TN	AT&T LOCAL WHOLESALE TRANSPORT	Stand Alone - Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2023 - July 11, 2024)	U1TD3	U1TF3		2546.96	395.29	176.56	
LWT	TN	AT&T LOCAL WHOLESALE TRANSPORT	Stand Alone - Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2024 - July 11, 2025)	U1TD3	U1TF3		12734.8	395.29	176.56	

Proprietary/Confidential: This Agreement and information contained therein is not for use or disclosure outside of AT&T, its Affiliates, and third-party representatives, and Carrier except under written agreement.

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
13	TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS1 - per mile	U1TD1	1L5XX		0.3562			mile
13	TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS1 - Facility Termination	U1TD1	U1TF1		77.86	112.40	76.27	
13	TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS3 - per mile	U1TD3	1L5XX		2.34			mile
13	TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3		848.99	395.29	176.56	

Proprietary/Confidential: This Agreement and information contained therein is not for use or disclosure outside of AT&T, its Affiliates, and third-party representatives, and Carrier except under written agreement.

AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T TENNESSEE

AND

AENEAS COMMUNICATIONS, LLC

Signature: eSigned - Stephen Thorpe

Name: eSigned - Stephen Thorpe
(Print or Type)

Title: CEO
(Print or Type)

Date: 08 Nov 2024

Aeneas Communications, LLC

Signature: eSigned - Kristen E. Shore

Name: eSigned - Kristen E. Shore
(Print or Type)

Title: AVP- Regulatory
(Print or Type)

Date: 11 Nov 2024

BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN	CLEC OCN
TENNESSEE	2909	- - -	2891

Description	ACNA Code(s)
ACNA(s)	AJE

AMENDMENT TO THE DS1/DS3 TRANSPORT AMENDMENT RATE ADJUSTMENT AND EXTENSION BETWEEN AENEAS COMMUNICATIONS, LLC AND BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T TENNESSEE

This Amendment (the "Amendment") amends the DS1/DS3 Transport Amendment by and between BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE ("AT&T") and Aeneas Communications, LLC ("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"), approved April 12, 2001 and as subsequently amended (the "Agreement"); and

WHEREAS, The Parties desire to amend the Interconnection Agreement to modify certain rates; and

NOW, **THEREFORE**, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. This Amendment amends the DS1/DS3 Transport Amendment dated July 18, 2022 and is composed of Pricing Sheets (Exhibit A and Exhibit B), all of which are hereby incorporated by this reference and constitute a part of this Amendment.
2. Add the Pricing Sheet in Exhibit A. The rates in Exhibit A supersede the rates for the corresponding elements in the Pricing Sheet in the existing DS1/DS3 Transport Amendment.
3. To the extent CLEC is no longer purchasing commercial local transport pursuant to a separate agreement using the USOCs and Basic Classes of Services set forth on the Pricing Sheets in Exhibit A, CLEC shall provide Notice to AT&T to implement the rates set forth in Exhibit B. Upon verification that CLEC is no longer purchasing commercial local transport, AT&T will implement the rates in Exhibit B. Depending on CLEC's bill period and AT&T billing system processes, the rate change may take up to two billing cycles to go into effect.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
5. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
6. 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.
7. This Amendment shall be filed with the applicable State Commission(s) and will become effective July 12, 2024.

PRICING SHEETS
Exhibit A – DS1 DS3 Transport
Rate Adjustment/Extension

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
13	TN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile (Effective July 12, 2024 - July 11, 2025)	U1TD1	1L5XX		$ 1.59			mile
13	TN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile (Effective July 12, 2025 - July 11, 2026)	U1TD1	1L5XX		$ 2.39			
13	TN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile (Effective July 12, 2026 - October 31, 2027)	U1TD1	1L5XX		$ 3.59			
13	TN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2024 - July 11, 2025)	U1TD1	U1TF1		$ 350.37	$ 112.40	$ 76.27	
13	TN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2025 - July 11, 2026)	U1TD1	U1TF1		$ 525.56	$ 112.40	$ 76.27	
13	TN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2026 - October 31, 2027)	U1TD1	U1TF1		$ 788.34	$ 112.40	$ 76.27	
13	TN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile (Effective July 12, 2024 - July 11, 2025)	U1TD3	1L5XX		$ 10.53			mile
13	TN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile (Effective July 12, 2025 - July 11, 2026)	U1TD3	1L5XX		$ 15.80			
13	TN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile (Effective July 12, 2026 - October 31, 2027)	U1TD3	1L5XX		$ 23.70			
13	TN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2024 - July 11, 2025)	U1TD3	U1TF3		$ 3,820.44	$ 395.29	$ 176.56	
13	TN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2025 - July 11, 2026)	U1TD3	U1TF3		$ 5,730.66	$ 395.29	$ 176.56	
13	TN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2026 - October 31, 2027)	U1TD3	U1TF3		$ 8,595.99	$ 395.29	$ 176.56	

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
13	TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS1 - per mile	U1TD1	1L5XX		$ 0.36			mile
13	TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS1 - Facility Termination	U1TD1	U1TF1		$ 77.86	$ 112.40	$ 76.27	
13	TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS3 - per mile	U1TD3	1L5XX		$ 2.34			mile
13	TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3		$ 848.99	$ 395.29	$ 176.56	