9.7 Self-Insurance. If ETN's net worth exceeds five hundred million dollars ($500,000,000), ETN may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 9.2.1 and Section 9.2.3. ETN 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 ETN in the event that self-insurance status is not granted to ETN. If BellSouth approves ETN for self-insurance, ETN shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of ETN's corporate officers. The ability to self-insure shall continue so long as ETN meets all of the requirements of this Section. If ETN subsequently no longer satisfies this Section, ETN is required to purchase insurance as indicated by Sections 9.2.1 and Section 9.2.3.

9.8 Net worth requirements. The net worth requirements set forth in Section 9.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days' notice to ETN to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

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

10. Mechanics Liens

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

11. Inspections

11.1 BellSouth may conduct inspection. BellSouth may conduct an inspection of ETN's equipment and facilities in the Remote Collocation Space(s) prior to the activation of facilities between ETN's equipment and equipment of BellSouth. BellSouth may conduct an inspection if ETN adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth

shall provide ETN 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.

12. Security and Safety Requirements

12.1 ETN will be required, at its own expense, to conduct a statewide investigation of criminal history records for each ETN employee being considered for work on the BellSouth Premises, for the states/counties where the ETN 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. ETN shall not be required to perform this investigation if an affiliated company of ETN has performed an investigation of the ETN employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if ETN has performed a pre-employment statewide investigation of criminal history records of the ETN employee for the states/counties where the ETN employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.

12.2 ETN 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 ETN name. BellSouth reserves the right to remove from its premises any employee of ETN not possessing identification issued by ETN or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. ETN shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. ETN shall be solely responsible for ensuring that any Guest of ETN is in compliance with all subsections of this Section 12.

12.3 ETN 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.

12.4 ETN shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. ETN 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 access to any ETN personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that ETN chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, ETN may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).

12.4.1 ETN shall not knowingly assign to the BellSouth Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.

12.4.2 ETN 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.

12.5 For each ETN employee requiring access to a BellSouth Premises pursuant to this Attachment, ETN 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, ETN will disclose the nature of the convictions to BellSouth at that time. In the alternative, ETN may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.

12.6 At BellSouth's request, ETN shall promptly remove from BellSouth's Premises any employee of ETN 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 if an employee of ETN is found interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.

12.7 Notification to BellSouth. BellSouth reserves the right to interview ETN'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 ETN's Security contact of such interview. ETN and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving ETN's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill ETN for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that ETN's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill ETN for BellSouth property which is stolen or damaged where an investigation determines the culpability of ETN's employees, agents, or contractors and where ETN agrees, in good faith, with the results of such investigation. ETN shall notify BellSouth in writing immediately in the event that the ETN 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. ETN shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

12.8 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.

12.9 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. In no event shall ETN, its agents, vendors or employees access BellSouth or any other CLEC's end user telephone lines.

12.10 Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

13. Destruction of Remote Collocation Space

13.1 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 ETN'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 ETN'''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 ETN, 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. ETN 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 ETN'''s acceleration of the project increases the cost of the project, then those additional charges will be incurred by ETN. Where allowed and where practical,

ETN may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Remote Collocation Space shall be rebuilt or repaired, ETN shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Remote Collocation Space for ETN'''s permitted use, until such Remote Collocation Space is fully repaired and restored and ETN'''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 ETN has placed a Remote Site Adjacent Arrangement pursuant to section 3.4, ETN 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.

14. Eminent Domain

14.1 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 ETN 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.

15. Nonexclusivity

15.1 Attachment is not exclusive. ETN 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.

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 ETN 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 ETN 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. ETN should contact 1-800-743-6737 for BellSouth MSDS sheets.

1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for ETN 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. ETN 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 ETN when operating in the BellSouth Premises.

1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the ETN space with proper notification. BellSouth reserves the right to stop any ETN 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 ETN are owned by ETN. ETN 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 ETN or different hazardous materials used by ETN at BellSouth Facility. ETN 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 ETN to BellSouth.

1.7 Coordinated Environmental Plans and Permits. BellSouth and ETN 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 ETN will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, ETN 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 ETN 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, ETN 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. ETN further agrees to cooperate with BellSouth to ensure that ETN'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 ETN, 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 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

Interval Matrix

State	Type	Space Availability/Bona Fide Firm Order	Application Response/Price Quote	Construction and Provisioning	
				Ordinary	Extraordinary
Alabama[1]	Cageless	10 Calendar Days	23 Business Days	60 Cal	90 Cal
Florida	Cageless	15 Calendar Days	15 Calendar Days*	90 Cal	NA
Georgia	Cageless	10 Calendar Days	30 Calendar Days	60 Cal	90 Cal
Kentucky[1]	Cageless	10 Calendar Days	23 Business Days	76 Bus.	91 Bus
Louisiana	Cageless	10 Calendar Days*	30 Calendar Days*	90 Cal	120 Cal
Mississippi	Cageless	10 Business Days	30 Business Days*	120 Cal	180Cal
North Carolina[1]	Cageless	10 Calendar Days	23 Business Days	76 Bus.	91 Bus
South Carolina	Cageless	10 Calendar Days	30 Calendar Days*	90 Cal	NA Cal
Tennessee[1]	Cageless	10 Calendar Days	23 Business Days	76 Bus.	91 Bus

* Extended intervals shall apply when multiple applications are submitted.

Note 1: The intervals were set by the FCC's Order in Docket No. 98-147 released February 20, 2001.

The construction and provisioning intervals, as listed for these states, will apply if a forecast is submitted three (3) months prior to the application date. Extended intervals shall apply if the forecast is not received three (3) months in advance.

THREE-MONTH CLEC FORECAST

CLEC NAME _____ **DATE** _____

STATE	Central Office/City	CAGED Sq. Ft.	CAGELESS # Bays		FRAME TERMINATIONS	CLEC Provided BDFB--Amps Load	BST Provided BDFB---Amps Load	Heat Dissipation BTU/Hour	Entrance Facilities # sheaths & # fibers	Proposed Application Date	NOTES
			Standard Bays*	Non-Standard Bays**							

*Standard bays are defined as racks, bays or cabinets, including equipment and cable, with measurements equal to or less than the following: Width - 26", Depth - 25". The standard height for all collocated equipment bays in BellSouth is 7' 0".

** Any forecast for non-standard cageless bays must include an attachment describing the quantity and width and depth measurements.

Notes: Forecast information will be used for no other purpose than collocation planning.
Forecast with application dates greater than 3 months from the date of submission will not guarantee the reservation of space in the office

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requested.

COLLOCATION - Alabama														Attachment: 4			Exhibit: D
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
		Physical Collocation - Application Fee - Initial			CLO	PE1BA		3,760.00	3,760.00								
		Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		3,134.00	3,134.00								
		Physical Collocation - Space Preparation - Firm Order Processing	I		CLO	PE1SJ		1,211.00	1,211.00								
		Physical Collocation - Space Preparation - C.O. Modification per square ft.	I		CLO	PE1SK	2.24										
		Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless	I		CLO	PE1SL	3.01										
		Physical Collocation - Space Preparation - Common Systems Modification per Cage	I		CLO	PE1SM	102.16										
		Physical Collocation - Cable Installation			CLO	PE1BD		1,751.00	1,751.00								
		Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1PJ	3.68										
		Physical Collocation - Cable Support Structure			CLO	PE1PM	19.67										
		Physical Collocation - Power (Provided from BST BDFB), per Fused Amp	I		CLO	PE1PL	9.00										
		Physical Collocation - Power (Provided from BST Main Power Board), per Fused Amp			CLO	PE1FJ	8.75										
		Physical Collocation - 120V, Single Phase Standby Power Rate	I		CLO	PE1FB	5.63										
		Physical Collocation - 240V, Single Phase Standby Power Rate	I		CLO	PE1FD	11.26										
		Physical Collocation - 120V, Three Phase Standby Power Rate	I		CLO	PE1FE	16.89										
		Physical Collocation - 277V, Three Phase Standby Power Rate	I		CLO	PE1FG	38.99										
		Physical Collocation - 2-Wire Cross-Connects			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ	PE1P2	0.031	33.68	31.79								
		Physical Collocation - 4-Wire Cross-Connects			CLO	PE1P4	0.062	33.63	31.67								
		Physical Collocation - DS1 Cross-Connects			CLO,UEANL,UEQ,WDS1L,WDS1S	PE1P1	1.28	52.93	39.87								
		Physical Collocation - DS3 Cross-Connects			CLO	PE1P3	16.27	51.99	38.59								
		Physical Collocation - 2-Fiber Cross-Connect			CLO	PE1F2	3.23	52.00	38.60								
		Physical Collocation - 4-Fiber Cross-Connect			CLO	PE1F4	5.73	64.54	51.14								
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.			CLO	PE1BW	178.65										
		Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.			CLO	PE1CW	17.52										
		Physical Collocation - Security Access System - Security System per Central Office			CLO	PE1AX	54.14										
		Physical Collocation - Security Access System - New Access Card Activation, per Card			CLO	PE1A1	0.0607	46.20	46.20	8.72	8.72						
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Card			CLO	PE1AA		15.40	15.40								
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		45.02	45.02								
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		26.19	26.19								
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		26.19	26.19								
		Physical Collocation - Space Availability Report per premises	I		CLO	PE1SR		2,150.00	2,150.00								
		POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO	PE1PE	0.08										

COLLOCATION - Alabama														Attachment: 4			Exhibit: D
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO	PE1PF	0.17										
		POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,WDS1L,WDS1S,	PE1PG	0.69										
		POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO	PE1PH	4.74										
		POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO	PE1B2	32.02										
		POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO	PE1B4	40.48										
		Collocation Cable Records - per request			CLO	PE1CR		1,518.57	976.22	265.99	265.99						
		Collocation Cable Records - VG/DS0 Cable, per cable record			CLO	PE1CD		653.83	653.83	378.24	378.24						
		Collocation Cable Records - VG/DS0 Cable, per each 100 pair			CLO	PE1CO		9.62	9.62	11.79	11.79						
		Collocation Cable Records - DS1, per T1TIE			CLO	PE1C1		4.50	4.50	5.52	5.52						
		Collocation Cable Records - DS3, per T3TIE			CLO	PE1C3		15.75	15.75	19.32	19.32						
		Collocation Cable Records - Fiber Cable, per 99 fiber records			CLO	PE1CB		168.97	168.97	154.25	154.25						
		Physical Collocation - Security Escort - Basic, per Half Hour			CLO,CLORS	PE1BT		33.85	21.45								
		Physical Collocation - Security Escort - Overtime, per Half Hour			CLO,CLORS	PE1OT		44.09	27.71								
		Physical Collocation - Security Escort - Premium, per Half Hour			CLO,CLORS	PE1PT		54.33	33.96								
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear ft.			CLO	PE1ES	0.0026										
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per lin. ft.			CLO	PE1DS	0.0038										
		Physical Collocation - Co-Carrier Cross Connects - Cable (Copper or Fiber) Support Structure, per cable			CLO	PE1DT		535.37									
ADJACENT COLLOCATION																	
		Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.2542										
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.44										
		Adjacent Collocation - 2-Wire Cross-Connects			CLOAC	PE1P2	0.0598	24.95	23.97	12.80	11.67						
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL,CLOAC	PE1P4	0.1196	25.14	24.11	13.18	11.96						
		Adjacent Collocation - DS1 Cross-Connects			USL,CLOAC	PE1P1	1.04	44.19	32.13	12.94	11.82						
		Adjacent Collocation - DS3 Cross-Connects			CLOAC	PE1P3	14.12	41.93	30.69	14.72	12.05						
		Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	2.39	41.93	30.69	14.72	12.06						
		Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	4.57	51.14	39.90	18.97	16.30						
		Adjacent Collocation - Application Fee			CLOAC	PE1JB		1,555.00		0.99							
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.39										
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	10.79										
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	16.18										
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	37.37										
PHYSICAL COLLOCATION IN THE REMOTE SITE																	
		Physical Collocation in the Remote Site - Application Fee *			CLORS	PE1RA		608.17	608.17	323.44	323.44						
		Cabinet Space in the Remote Site per Bay/ Rack *			CLORS	PE1RB	224.82										
		Physical Collocation in the Remote Site - Security Access - Key *			CLORS	PE1RD		25.88	25.88								

COLLOCATION - Alabama													Attachment: 4				Exhibit: D	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested *			CLORS	PE1SR		229.02	229.02								
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested *			CLORS	PE1RE		74.22	74.22								
		Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		233.38									
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																	
		Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27										
		Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134										
	* Interim rates which are subject to true-up.																
	NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																

COLLOCATION - Florida														Attachment: 4			Exhibit: D
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
		Physical Collocation - Application Fee - Initial			CLO	PE1BA		3,791.00	3,791.00								
		Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		3,160.00	3,160.00								
		Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		1,211.00	1,211.00								
		Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.58										
		Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless			CLO	PE1SL	2.96										
		Physical Collocation - Space Preparation - Common Systems Modification per Cage			CLO	PE1SM	100.66										
		Physical Collocation - Cable Installation			CLO	PE1BD		1,826.00	1,826.00								
		Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1PJ	6.57										
		Physical Collocation - Cable Support Structure			CLO	PE1PM	21.66										
		Physical Collocation - Power (Provided from BST BDFB), per Fused Amp			CLO	PE1PL	8.86										
		Physical Collocation - Power (Provided from BST Main Power Board), per Fused Amp			CLO	PE1FJ	8.61										
		Physical Collocation - 120V, Single Phase Standby Power Rate			CLO	PE1FB	5.62										
		Physical Collocation - 240V, Single Phase Standby Power Rate			CLO	PE1FD	11.26										
		Physical Collocation - 120V, Three Phase Standby Power Rate			CLO	PE1FE	16.88										
		Physical Collocation - 277V, Three Phase Standby Power Rate			CLO	PE1FG	38.98										
		Physical Collocation - 2-Wire Cross-Connects			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ	PE1P2	0.074	34.53	32.51								
		Physical Collocation - 4-Wire Cross-Connects			CLO	PE1P4	0.148	34.54	32.53								
		Physical Collocation - DS1 Cross-Connects			CLO,UEANL,UEQ,WDS1L,WDS1S	PE1P1	1.29	54.15	40.94								
		Physical Collocation - DS3 Cross-Connects			CLO	PE1P3	17.48	53.28	39.65								
		Physical Collocation - 2-Fiber Cross-Connect			CLO	PE1F2	2.96	53.28	39.66								
		Physical Collocation - 4-Fiber Cross-Connect			CLO	PE1F4	5.66	66.08	52.47								
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.			CLO	PE1BW	205.93										
		Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.			CLO	PE1CW	20.20										
		Physical Collocation - Security System Per Central Office Per Assignable Sq. Ft.			CLO	PE1AX	0.0113										
		Physical Collocation - Security Access System - New Access Card Activation, per Card			CLO	PE1A1	0.06	56.03	56.03								
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Card			CLO	PE1AA		15.71	15.71								
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		45.93	45.93								
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		26.41	26.41								
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		26.41	26.41								
		Physical Collocation - Space Availability Report per premises			CLO	PE1SR		2,168.00	2,168.00								
		Collocation Cable Records - per request			CLO	PE1CR		1,709.00	1,166.00								
		Collocation Cable Records - VG/DS0 Cable, per cable record			CLO	PE1CD		923.86	923.86								
		Collocation Cable Records - VG/DS0 Cable, per each 100 pair			CLO	PE1CO		18.03	18.03								

COLLOCATION - Florida														Attachment: 4			Exhibit: D
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Collocation Cable Records - DS1, per T1TIE			CLO	PE1C1		8.44	8.44								
		Collocation Cable Records - DS3, per T3TIE			CLO	PE1C3		29.54	29.54								
		Collocation Cable Records - Fiber Cable, per 99 fiber records			CLO	PE1CB		279.05	279.05								
		Physical Collocation - Security Escort - Basic, Per Quarter Hour			CLO	PE1BQ		10.89									
		Physical Collocation - Security Escort - Overtime, Per Quarter Hour			CLO	PE1OQ		13.64									
		Physical Collocation - Security Escort - Premium, Per Quarter Hour			CLO	PE1PQ		16.40									
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear ft.			CLO	PE1ES	0.0028										
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per lin. ft.			CLO	PE1DS	0.0041										
		Physical Collocation - Co-Carrier Cross Connects - Cable (Copper or Fiber) Support Structure, per cable			CLO	PE1DT		535.54									
ADJACENT COLLOCATION																	
		Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.182										
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	6.70										
		Adjacent Collocation - 2-Wire Cross-Connects			CLOAC	PE1P2	0.074	34.53	32.51								
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL, CLOAC	PE1P4	0.148	34.54	32.53								
		Adjacent Collocation - DS1 Cross-Connects			USL,CLOAC	PE1P1	1.29	54.15	40.94								
		Adjacent Collocation - DS3 Cross-Connects			CLOAC	PE1P3	17.48	53.28	39.65								
		Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	2.96	53.28	39.66								
		Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	5.66	66.08	52.47								
		Adjacent Collocation - Application Fee			CLOAC	PE1JB		2,677.00									
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.62										
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	11.26										
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	16.88										
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	38.98										
PHYSICAL COLLOCATION IN THE REMOTE SITE																	
		Physical Collocation in the Remote Site - Application Fee *			CLORS	PE1RA		309.48		168.63							
		Cabinet Space in the Remote Site per Bay/ Rack *			CLORS	PE1RB	210.05										
		Physical Collocation in the Remote Site - Security Access - Key *			CLORS	PE1RD		13.17	13.17								
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested *			CLORS	PE1SR		116.54	116.54								
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested *			CLORS	PE1RE		37.77	37.77								
		Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		233.51									
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																	
		Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27										
		Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134										
		* Interim rates which are subject to true-up.															
		NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.															

COLLOCATION - Georgia														Attachment: 4			Exhibit: D
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
		Physical Collocation - Application Fee - Initial			CLO	PE1BA		3,850.00									
		Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		3,130.00	3,130.00								
		Physical Collocation - Space Preparation Fee Per Square Ft.			CLO	PE1BB		100.00	100.00								
		Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		1,187.00									
		Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.02										
		Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless			CLO	PE1SL	2.80										
		Physical Collocation - Space Preparation - Common Systems Modification per Cage			CLO	PE1SM	95.23										
		Physical Collocation - Cable Installation			CLO	PE1BD		2,750.00	2,750.00								
		Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1PJ	7.50										
		Physical Collocation - Floor Space - Zone B per Sq. Ft.			CLO	PE1PK	6.75										
		Physical Collocation - Cable Support Structure			CLO	PE1PM	13.35										
		Physical Collocation - Power (Provided from BST BDFB), per Fused Amp			CLO	PE1PL	8.06										
		Physical Collocation - Power (Provided from BST Main Power Board), per Fused Amp			CLO	PE1FJ	7.81										
		Physical Collocation - 120V, Single Phase Standby Power Rate	I		CLO	PE1FB	5.52										
		Physical Collocation - 240V, Single Phase Standby Power Rate	I		CLO	PE1FD	11.05										
		Physical Collocation - 120V, Three Phase Standby Power Rate	I		CLO	PE1FE	16.58										
		Physical Collocation - 277V, Three Phase Standby Power Rate	I		CLO	PE1FG	38.27										
		Physical Collocation - 2-Wire Cross-Connects			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ	PE1P2	0.30	12.60	12.60								
		Physical Collocation - 4-Wire Cross-Connects			CLO	PE1P4	0.50	12.60	12.60								
		Physical Collocation - DS1 Cross-Connects			CLO,UEANL,UEQ,WDS1L,WDS1S	PE1P1	8.00	155.00	27.00								
		Physical Collocation - DS3 Cross-Connects			CLO	PE1P3	72.00	155.00	27.00								
		Physical Collocation - 2-Fiber Cross-Connect			CLO	PE1F2	2.86	52.14	38.72								
		Physical Collocation - 4-Fiber Cross-Connect			CLO	PE1F4	5.08	64.74	51.31								
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.			CLO	PE1BW	161.27										
		Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.			CLO	PE1CW	15.82										
		Physical Collocation - Security System Per Central Office Per Assignable Sq. Ft.			CLO	PE1AX	0.0172										
		Physical Collocation - Security Access System - New Access Card Activation, per Card	I		CLO	PE1A1	0.0607	46.20	46.20								
		Physical Collocation - Security Access System - New Access Card Deactivation, per Card			CLO	PE1A4		8.72	8.72								
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Card	I		CLO	PE1AA		15.40	15.40								
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card	I		CLO	PE1AR		45.02	45.02								
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		26.16	26.16								
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		26.16	26.16								
		Physical Collocation - Space Availability Report per premises	I		CLO	PE1SR		2,148.00	2,148.00								

COLLOCATION - Georgia														Attachment: 4			Exhibit: D
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO	PE1PE	0.40										
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO	PE1PF	1.20										
		POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,WDS1L,WDS1S,	PE1PG	1.20										
		POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO	PE1PH	8.00										
		POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO	PE1B2	38.79										
		POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO	PE1B4	52.31										
		Collocation Cable Records - per request			CLO	PE1CR		1,706.00	1,164.00								
		Collocation Cable Records - VG/DS0 Cable, per cable record			CLO	PE1CD		922.38	922.38								
		Collocation Cable Records - VG/DS0 Cable, per each 100 pair			CLO	PE1CO		18.00	18.00								
		Collocation Cable Records - DS1, per T1TIE			CLO	PE1C1		8.43	8.43								
		Collocation Cable Records - DS3, per T3TIE			CLO	PE1C3		29.49	29.49								
		Collocation Cable Records - Fiber Cable, per 99 fiber records			CLO	PE1CB		278.61	278.61								
		Physical Collocation - Security Escort - Basic, per Half Hour			CLO,CLORS	PE1BT		41.00	25.00								
		Physical Collocation - Security Escort - Overtime, per Half Hour			CLO,CLORS	PE1OT		48.00	30.00								
		Physical Collocation - Security Escort - Premium, per Half Hour			CLO,CLORS	PE1PT		55.00	35.00								
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear ft.			CLO	PE1ES	0.0023										
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per lin. ft.			CLO	PE1DS	0.0034										
		Physical Collocation - Co-Carrier Cross Connects - Cable (Copper or Fiber) Support Structure, per cable			CLO	PE1DT		553.43									
ADJACENT COLLOCATION																	
		Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.2542										
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.44										
		Adjacent Collocation - 2-Wire Cross-Connects			CLOAC	PE1P2	0.598	24.95	23.97	11.80	10.67						
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL,CLOAC	PE1P4	0.1196	25.14	24.11	12.15	10.93						
		Adjacent Collocation - DS1 Cross-Connects			USL,CLOAC	PE1P1	1.04	44.19	32.13	11.93	10.81						
		Adjacent Collocation - DS3 Cross-Connects			CLOAC	PE1P3	14.12	41.93	30.69	13.71	11.04						
		Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	2.39	41.93	30.69	13.71	11.05						
		Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	4.57	51.14	39.90	17.96	15.29						
		Adjacent Collocation - Application Fee			CLOAC	PE1JB		1,555.00									
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.39										
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	10.79										
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	16.18										
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	38.27										
		Adjacent Collocation - 240V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PEIJD	37.37										

COLLOCATION - Georgia														Attachment: 4			Exhibit: D
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION IN THE REMOTE SITE																	
		Physical Collocation in the Remote Site - Application Fee *			CLORS	PE1RA		608.18	608.17	323.63	323.63						
		Cabinet Space in the Remote Site per Bay/ Rack *			CLORS	PE1RB	224.82										
		Physical Collocation in the Remote Site - Security Access - Key *			CLORS	PE1RD		25.88	25.88								
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested *			CLORS	PE1SR		229.02	229.02								
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested *			CLORS	PE1RE		74.22	74.22								
		Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		232.88									
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																	
		Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27										
		Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134										
	* Interim rates which are subject to true-up.																
	NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																

COLLOCATION - Kentucky														Attachment: 4			Exhibit: D
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
		Physical Collocation - Application Fee - Initial			CLO	PE1BA		3,761.00	3,761.00								
		Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		3,135.00	3,135.00								
		Physical Collocation - Space Preparation - Firm Order Processing	I		CLO	PE1SJ		1,202.00	1,202.00								
		Physical Collocation - Space Preparation - C.O. Modification per square ft.	I		CLO	PE1SK	2.38										
		Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless	I		CLO	PE1SL	3.30										
		Physical Collocation - Space Preparation - Common Systems Modification per Cage	I		CLO	PE1SM	112.11										
		Physical Collocation - Cable Installation			CLO	PE1BD		1,755.00	1,755.00								
		Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1PJ	8.20										
		Physical Collocation - Cable Support Structure			CLO	PE1PM	20.14										
		Physical Collocation - Power (Provided from BST BDFB), per Fused Amp			CLO	PE1PL	8.77										
		Physical Collocation - Power (Provided from BST Main Power Board), per Fused Amp			CLO	PE1FJ	8.52										
		Physical Collocation - 120V, Single Phase Standby Power Rate	I		CLO	PE1FB	5.58										
		Physical Collocation - 240V, Single Phase Standby Power Rate	I		CLO	PE1FD	11.16										
		Physical Collocation - 120V, Three Phase Standby Power Rate	I		CLO	PE1FE	16.74										
		Physical Collocation - 277V, Three Phase Standby Power Rate	I		CLO	PE1FG	38.65										
		Physical Collocation - 2-Wire Cross-Connects			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ	PE1P2	0.037	33.67	31.78								
		Physical Collocation - 4-Wire Cross-Connects			CLO	PE1P4	0.075	33.66	31.70								
		Physical Collocation - DS1 Cross-Connects			CLO,UEANL,UEQ,WDS1L,WDS1S	PE1P1	1.51	52.97	39.90								
		Physical Collocation - DS3 Cross-Connects			CLO	PE1P3	19.15	52.04	38.62								
		Physical Collocation - 2-Fiber Cross-Connect			CLO	PE1F2	3.80	52.04	38.63								
		Physical Collocation - 4-Fiber Cross-Connect			CLO	PE1F4	6.75	64.59	51.18								
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.			CLO	PE1BW	189.85										
		Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.			CLO	PE1CW	18.62										
		Physical Collocation - Security Access System - Security System per Central Office	I		CLO	PE1AX	78.11										
		Physical Collocation - Security Access System - New Access Card Activation, per Card			CLO	PE1A1	0.059	55.59	55.59								
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Card			CLO	PE1AA		15.59	15.59								
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		45.58	45.58								
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		26.20	26.20								
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		26.20	26.20								
		Physical Collocation - Space Availability Report per premises			CLO	PE1SR		2,151.00	2,151.00								
		POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO	PE1PE	0.06										

COLLOCATION - Kentucky														Attachment: 4			Exhibit: D
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO	PE1PF	0.15										
		POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,WDS1L,WDS1S,	PE1PG	0.58										
		POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO	PE1PH	4.51										
		POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO	PE1B2	38.79										
		POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO	PE1B4	52.31										
		Collocation Cable Records - per request			CLO	PE1CR		1,709.00	1,166.00								
		Collocation Cable Records - VG/DS0 Cable, per cable record			CLO	PE1CD		923.83	923.83								
		Collocation Cable Records - VG/DS0 Cable, per each 100 pair			CLO	PE1CO		18.03	18.03								
		Collocation Cable Records - DS1, per T1TIE			CLO	PE1C1		8.44	8.44								
		Collocation Cable Records - DS3, per T3TIE			CLO	PE1C3		29.54	29.54								
		Collocation Cable Records - Fiber Cable, per 99 fiber records			CLO	PE1CB		279.05	279.05								
		Physical Collocation - Security Escort - Basic, per Half Hour			CLO,CLORS	PE1BT		33.86	21.46								
		Physical Collocation - Security Escort - Overtime, per Half Hour			CLO,CLORS	PE1OT		44.10	27.72								
		Physical Collocation - Security Escort - Premium, per Half Hour			CLO,CLORS	PE1PT		54.35	33.97								
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear ft.			CLO	PE1ES	0.003										
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per lin. ft.			CLO	PE1DS	0.0045										
		Physical Collocation - Co-Carrier Cross Connects - Cable (Copper or Fiber) Support Structure, per cable			CLO	PE1DT		535.55									
ADJACENT COLLOCATION																	
		Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.018										
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	6.01										
		Adjacent Collocation - 2-Wire Cross-Connects			CLOAC	PE1P2	0.037	33.67	31.78								
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL,CLOAC	PE1P4	0.075	33.66	31.70								
		Adjacent Collocation - DS1 Cross-Connects			USL,CLOAC	PE1P1	1.51	52.97	39.90								
		Adjacent Collocation - DS3 Cross-Connects			CLOAC	PE1P3	19.15	52.04	38.62								
		Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	3.80	52.04	38.63								
		Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	6.75	64.59	51.18								
		Adjacent Collocation - Application Fee			CLOAC	PE1JB		3,155.00									
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.58										
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	11.16										
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	16.74										
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	38.65										
PHYSICAL COLLOCATION IN THE REMOTE SITE																	
		Physical Collocation in the Remote Site - Application Fee *			CLORS	PE1RA		868.91	868.91								
		Cabinet Space in the Remote Site per Bay/ Rack *			CLORS	PE1RB	224.41										
		Physical Collocation in the Remote Site - Security Access - Key *			CLORS	PE1RD		26.60	26.60								

COLLOCATION - Kentucky													Attachment: 4				Exhibit: D	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested *			CLORS	PE1SR		231.82	231.82								
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested *			CLORS	PE1RE		75.13	75.13								
		Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		233.42									
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																	
		Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27										
		Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134										
	* Interim rates which are subject to true-up.																
	NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																

COLLOCATION - Louisiana														Attachment: 4			Exhibit: D
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
		Physical Collocation - Application Fee - Initial			CLO	PE1BA		1,837.24									
		Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		1,533.41									
		Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		583.33									
		Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.31										
		Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless			CLO	PE1SL	2.70										
		Physical Collocation - Space Preparation - Common Systems Modification per Cage			CLO	PE1SM	91.60										
		Physical Collocation - Cable Installation			CLO	PE1BD		841.54	841.54								
		Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1PJ	5.30										
		Physical Collocation - Cable Support Structure			CLO	PE1PM	18.31										
		Physical Collocation - Power (Provided from BST BDFB), per Fused Amp	I		CLO	PE1PL	8.32										
		Physical Collocation - Power (Provided from BST Main Power Board), per Fused Amp			CLO	PE1FJ	8.07										
		Physical Collocation - 120V, Single Phase Standby Power Rate			CLO	PE1FB	5.45										
		Physical Collocation - 240V, Single Phase Standby Power Rate			CLO	PE1FD	10.92										
		Physical Collocation - 120V, Three Phase Standby Power Rate			CLO	PE1FE	16.37										
		Physical Collocation - 277V, Three Phase Standby Power Rate			CLO	PE1FG	37.80										
		Physical Collocation - 2-Wire Cross-Connects			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ	PE1P2	0.0318	11.94	11.46								
		Physical Collocation - 4-Wire Cross-Connects			CLO	PE1P4	0.0636	12.04	11.53								
		Physical Collocation - DS1 Cross-Connects			CLO,UEANL,UEQ,WDS1L,WDS1S	PE1P1	1.04	21.39	15.47								
		Physical Collocation - DS3 Cross-Connects			CLO	PE1P3	13.21	20.28	14.76								
		Physical Collocation - 2-Fiber Cross-Connect			CLO	PE1F2	2.62	20.28	14.76								
		Physical Collocation - 4-Fiber Cross-Connect			CLO	PE1F4	4.65	24.81	19.29								
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.			CLO	PE1BW	184.50										
		Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.			CLO	PE1CW	18.10										
		Physical Collocation - Security System Per Central Office Per Assignable Sq. Ft.			CLO	PE1AX	0.0224										
		Physical Collocation - Security Access System - New Access Card Activation, per Card			CLO	PE1A1	0.0579	27.50									
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Card			CLO	PE1AA		7.74	7.74								
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		22.64	22.64								
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		13.01	13.01								
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.01	13.01								
		Physical Collocation - Space Availability Report per premises			CLO	PE1SR		1,044.07	1,044.07								
		POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO	PE1PE	0.079										

COLLOCATION - Louisiana														Attachment: 4			Exhibit: D
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO	PE1PF	0.158										
		POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,WDS1L,WDS1S,	PE1PG	1.12										
		POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO	PE1PH	9.95										
		POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO	PE1B2	33.96										
		POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO	PE1B4	45.80										
		Collocation Cable Records - per request			CLO	PE1CR	10.97										
		Collocation Cable Records - VG/DS0 Cable, per cable record			CLO	PE1CD	5.29										
		Collocation Cable Records - VG/DS0 Cable, per each 100 pair			CLO	PE1CO	0.08										
		Collocation Cable Records - DS1, per T1TIE			CLO	PE1C1	0.04										
		Collocation Cable Records - DS3, per T3TIE			CLO	PE1C3	0.13										
		Collocation Cable Records - Fiber Cable, per 99 fiber records			CLO	PE1CB	1.37										
		Physical Collocation - Security Escort - Basic, per Half Hour			CLO,CLORS	PE1BT		16.44	10.42								
		Physical Collocation - Security Escort - Overtime, per Half Hour			CLO,CLORS	PE1OT		21.41	13.45								
		Physical Collocation - Security Escort - Premium, per Half Hour			CLO,CLORS	PE1PT		26.38	16.49								
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear ft.			CLO	PE1ES	0.0024										
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per lin. ft.			CLO	PE1DS	0.0036										
		Physical Collocation - Co-Carrier Cross Connects - Cable (Copper or Fiber) Support Structure, per cable			CLO	PE1DT		534.79									
ADJACENT COLLOCATION																	
		Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0552										
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.61										
		Adjacent Collocation - 2-Wire Cross-Connects			CLOAC	PE1P2	0.0245	11.94	11.46								
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL,CLOAC	PE1P4	0.0491	12.04	11.53								
		Adjacent Collocation - DS1 Cross-Connects			USL,CLOAC	PE1P1	0.9605	21.39	15.47								
		Adjacent Collocation - DS3 Cross-Connects			CLOAC	PE1P3	13.01	20.28	14.76								
		Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	2.20	20.28	14.76								
		Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	4.21	24.81	19.29								
		Adjacent Collocation - Application Fee			CLOAC	PE1JB		1,543.20									
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.45										
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	10.92										
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	16.37										
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	37.80										
PHYSICAL COLLOCATION IN THE REMOTE SITE																	
		Physical Collocation in the Remote Site - Application Fee *			CLORS	PE1RA		298.80	298.80								
		Cabinet Space in the Remote Site per Bay/ Rack *			CLORS	PE1RB	225.39										
		Physical Collocation in the Remote Site - Security Access - Key *			CLORS	PE1RD		13.01	13.01								

COLLOCATION - Louisiana													Attachment: 4				Exhibit: D	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested *			CLORS	PE1SR		112.52	112.52								
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested *			CLORS	PE1RE		36.47	36.47								
		Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		233.21									
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																	
		Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27										
		Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134										
	* Interim rates which are subject to true-up.																
	NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																

COLLOCATION - Mississippi														Attachment: 4			Exhibit: D
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
		Physical Collocation - Application Fee - Initial			CLO	PE1BA		1,890.38		0.05							
		Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		1,575.69		0.51							
		Physical Collocation - Space Preparation - Firm Order Processing	I		CLO	PE1SJ		604.19									
		Physical Collocation - Space Preparation - C.O. Modification per square ft.	I		CLO	PE1SK	2.30										
		Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless	I		CLO	PE1SL	2.52										
		Physical Collocation - Space Preparation - Common Systems Modification per Cage	I		CLO	PE1SM	85.67										
		Physical Collocation - Cable Installation			CLO	PE1BD		926.27	926.27	22.62							
		Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1PJ	5.74										
		Physical Collocation - Cable Support Structure			CLO	PE1PM	17.42										
		Physical Collocation - Power (Provided from BST BDFB), per Fused Amp	I		CLO	PE1PL	7.33										
		Physical Collocation - Power (Provided from BST Main Power Board), per Fused Amp			CLO	PE1FJ	7.08										
		Physical Collocation - 120V, Single Phase Standby Power Rate	I		CLO	PE1FB	5.29										
		Physical Collocation - 240V, Single Phase Standby Power Rate	I		CLO	PE1FD	10.58										
		Physical Collocation - 120V, Three Phase Standby Power Rate	I		CLO	PE1FE	15.87										
		Physical Collocation - 277V, Three Phase Standby Power Rate	I		CLO	PE1FG	36.65										
		Physical Collocation - 2-Wire Cross-Connects			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ	PE1P2	0.0288	12.37	11.87	6.04	5.45						
		Physical Collocation - 4-Wire Cross-Connects			CLO	PE1P4	0.0576	12.47	11.94	6.59	5.91						
		Physical Collocation - DS1 Cross-Connects			CLO,UEANL,UEQ,WDS1L,WDS1S	PE1P1	1.14	22.16	16.02	6.60	5.97						
		Physical Collocation - DS3 Cross-Connects			CLO	PE1P3	14.49	21.01	15.29	7.61	6.10						
		Physical Collocation - 2-Fiber Cross-Connect			CLO	PE1F2	2.87	21.01	15.29	7.61	6.10						
		Physical Collocation - 4-Fiber Cross-Connect			CLO	PE1F4	5.10	25.70	19.97	10.01	8.50						
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.			CLO	PE1BW	183.20										
		Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.			CLO	PE1CW	17.97										
		Physical Collocation - Security Access System - Security System per Central Office	I		CLO	PE1AX	75.23										
		Physical Collocation - Security Access System - New Access Card Activation, per Card	I		CLO	PE1A1	0.0576	27.95	27.95								
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Card	I		CLO	PE1AA		7.84	7.84								
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		22.91	22.91								
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		13.17	13.17								
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.17	13.17								
		Physical Collocation - Space Availability Report per premises	I		CLO	PE1SR		1,081.40	1,081.40								
		POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO	PE1PE	0.0867										

COLLOCATION - Mississippi														Attachment: 4			Exhibit: D
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO	PE1PF	0.1734										
		POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,WDS1L,WDS1S,	PE1PG	1.22										
		POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO	PE1PH	10.91										
		POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO	PE1B2	37.26										
		POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO	PE1B4	50.24										
		Collocation Cable Records - per request			CLO	PE1CR		763.69	490.94	133.77	133.77						
		Collocation Cable Records - VG/DS0 Cable, per cable record			CLO	PE1CD		328.81	328.81	190.22	190.22						
		Collocation Cable Records - VG/DS0 Cable, per each 100 pair			CLO	PE1CO		4.84	4.84	5.93	5.93						
		Collocation Cable Records - DS1, per T1TIE			CLO	PE1C1		2.27	2.27	2.78	2.78						
		Collocation Cable Records - DS3, per T3TIE			CLO	PE1C3		7.92	7.92	9.72	9.72						
		Collocation Cable Records - Fiber Cable, per 99 fiber records			CLO	PE1CB		84.98	84.98	77.58	77.58						
		Physical Collocation - Security Escort - Basic, per Half Hour			CLO,CLORS	PE1BT		17.02	10.79								
		Physical Collocation - Security Escort - Overtime, per Half Hour			CLO,CLORS	PE1OT		22.17	13.94								
		Physical Collocation - Security Escort - Premium, per Half Hour			CLO,CLORS	PE1PT		27.32	17.08								
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear ft.			CLO	PE1ES	0.0025										
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per lin. ft.			CLO	PE1DS	0.0037										
		Physical Collocation - Co-Carrier Cross Connects - Cable (Copper or Fiber) Support Structure, per cable			CLO	PE1DT		534.65									
ADJACENT COLLOCATION																	
		Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0678										
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	4.68										
		Adjacent Collocation - 2-Wire Cross-Connects			CLOAC	PE1P2	0.0223	12.37	11.87	6.04	5.45						
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL,CLOAC	PE1P4	0.0446	12.47	11.94	6.59	5.91						
		Adjacent Collocation - DS1 Cross-Connects			USL,CLOAC	PE1P1	1.05	22.16	16.02	6.60	5.97						
		Adjacent Collocation - DS3 Cross-Connects			CLOAC	PE1P3	14.27	21.01	15.29	7.61	6.10						
		Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	2.42	21.01	15.29	7.61	6.10						
		Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	4.62	25.70	19.97	10.01	8.50						
		Adjacent Collocation - Application Fee			CLOAC	PE1JB		1,585.83		0.51							
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.29										
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	10.58										
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	15.87										
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	36.65										
PHYSICAL COLLOCATION IN THE REMOTE SITE																	
		Physical Collocation in the Remote Site - Application Fee *			CLORS	PE1RA		309.48		168.63							
		Cabinet Space in the Remote Site per Bay/ Rack *			CLORS	PE1RB	210.05										
		Physical Collocation in the Remote Site - Security Access - Key *			CLORS	PE1RD		13.17	13.17								

COLLOCATION - Mississippi													Attachment: 4				Exhibit: D	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested *			CLORS	PE1SR		116.54	116.54								
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested *			CLORS	PE1RE		37.77	37.77								
		Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		233.14									
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																	
		Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27										
		Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134										
	* Interim rates which are subject to true-up.																
	NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																

COLLOCATION - North Carolina														Attachment: 4			Exhibit: D
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
		Physical Collocation - Application Fee - Initial	I		CLO	PE1BA		3,850.00	3,850.00								
		Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		3,119.00	3,119.00								
		Physical Collocation - Space Preparation - C.O. Modification per square ft.	I		CLO	PE1SK	1.57										
		Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless	I		CLO	PE1SL	3.26										
		Physical Collocation - Space Preparation - Common Systems Modification per Cage	I		CLO	PE1SM	110.79										
		Space Preparation Fees - Power Per Nominal -48V Dc Amp	I		CLO	PEIFH	5.76										
		Physical Collocation - Cable Installation	I		CLO	PE1BD		2,305.00	2,305.00								
		Physical Collocation - Floor Space per Sq. Ft.	I		CLO	PE1PJ	3.45										
		Physical Collocation - Cable Support Structure	I		CLO	PE1PM	21.33										
		Physical Collocation - Power (Provided from BST BDFB), per Fused Amp	I		CLO	PE1PL	6.65										
		Physical Collocation - Power (Provided from BST Main Power Board), per Fused Amp			CLO	PE1FJ	6.40										
		Physical Collocation - 120V, Single Phase Standby Power Rate	I		CLO	PE1FB	5.50										
		Physical Collocation - 240V, Single Phase Standby Power Rate	I		CLO	PE1FD	11.01										
		Physical Collocation - 120V, Three Phase Standby Power Rate	I		CLO	PE1FE	16.51										
		Physical Collocation - 277V, Three Phase Standby Power Rate	I		CLO	PE1FG	38.12										
		Physical Collocation - 2-Wire Cross-Connects	I		UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ	PE1P2	0.32	41.78	39.23								
		Physical Collocation - 4-Wire Cross-Connects	I		CLO	PE1P4	0.64	41.91	39.25								
		Physical Collocation - DS1 Cross-Connects	I		CLO,UEANL,UEQ,WDS1L,WDS1S	PE1P1	2.34	71.02	51.08								
		Physical Collocation - DS3 Cross-Connects	I		CLO	PE1P3	42.84	69.84	49.43								
		Physical Collocation - 2-Fiber Cross-Connect	I		CLO	PE1F2	2.94	51.97	38.59								
		Physical Collocation - 4-Fiber Cross-Connect	I		CLO	PE1F4	5.62	64.53	51.15								
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.	I		CLO	PE1BW	102.76										
		Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.	I		CLO	PE1CW	10.44										
		Physical Collocation - Security Access System - Security System per Central Office	I		CLO	PE1AX	41.03										
		Physical Collocation - Security Access System - New Access Card Activation, per Card	I		CLO	PE1A1	0.062	55.30	55.30								
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Card	I		CLO	PE1AA		15.51	15.51								
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		45.34	45.34								
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		26.18	26.18								
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		26.18	26.18								
		Physical Collocation - Space Availability Report per premises	I		CLO	PE1SR		2,140.00	2,140.00								
		POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO	PE1PE	0.10										

COLLOCATION - North Carolina														Attachment: 4			Exhibit: D
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO	PE1PF	0.19										
		POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,WDS1L,WDS1S,	PE1PG	0.79										
		POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO	PE1PH	4.85										
		POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO	PE1B2	45.30										
		POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO	PE1B4	61.09										
		Collocation Cable Records - per request			CLO	PE1CR		1,707.00	1,165.00								
		Collocation Cable Records - VG/DS0 Cable, per cable record			CLO	PE1CD		923.08	923.08								
		Collocation Cable Records - VG/DS0 Cable, per each 100 pair			CLO	PE1CO		18.02	18.02								
		Collocation Cable Records - DS1, per T1TIE			CLO	PE1C1		8.43	8.43								
		Collocation Cable Records - DS3, per T3TIE			CLO	PE1C3		29.51	29.51								
		Collocation Cable Records - Fiber Cable, per 99 fiber records			CLO	PE1CB		278.82	278.82								
		Physical Collocation - Security Escort - Basic, per Half Hour			CLO,CLORS	PE1BT		42.92	25.56								
		Physical Collocation - Security Escort - Overtime, per Half Hour			CLO,CLORS	PE1OT		54.51	32.44								
		Physical Collocation - Security Escort - Premium, per Half Hour			CLO,CLORS	PE1PT		66.10	39.32								
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear ft.			CLO	PE1ES	0.0028										
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per lin. ft.			CLO	PE1DS	0.0041										
		Physical Collocation - Co-Carrier Cross Connects - Cable (Copper or Fiber) Support Structure, per cable			CLO	PE1DT		532.72									
ADJACENT COLLOCATION																	
		Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.179										
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.96										
		Adjacent Collocation - 2-Wire Cross-Connects			CLOAC	PE1P2	0.32	41.78	39.23								
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL,CLOAC	PE1P4	0.64	41.91	39.25								
		Adjacent Collocation - DS1 Cross-Connects			USL,CLOAC	PE1P1	2.34	71.02	51.08								
		Adjacent Collocation - DS3 Cross-Connects			CLOAC	PE1P3	42.84	69.84	49.43								
		Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	2.94	51.97	38.59								
		Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	5.62	64.53	51.15								
		Adjacent Collocation - Application Fee			CLOAC	PE1JB		3,153.00									
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.50										
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	11.01										
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	16.51										
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	38.12										
PHYSICAL COLLOCATION IN THE REMOTE SITE																	
		Physical Collocation in the Remote Site - Application Fee *			CLORS	PE1RA		865.34	865.34								
		Cabinet Space in the Remote Site per Bay/ Rack *			CLORS	PE1RB	254.02										
		Physical Collocation in the Remote Site - Security Access - Key *			CLORS	PE1RD		26.06	26.06								

COLLOCATION - North Carolina													Attachment: 4				Exhibit: D	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested *			CLORS	PE1SR		230.60	230.60								
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested *			CLORS	PE1RE		74.74	74.74								
		Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		232.94									
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																	
		Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27										
		Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134										
	* Interim rates which are subject to true-up.																
	NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																

COLLOCATION - South Carolina														Attachment: 4			Exhibit: D
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
		Physical Collocation - Application Fee - Initial			CLO	PE1BA		3,768.00	3,768.00								
		Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		3,141.00	3,141.00								
		Physical Collocation - Space Preparation - Firm Order Processing	I		CLO	PE1SJ		1,204.00	1,204.00								
		Physical Collocation - Space Preparation - C.O. Modification per square ft.	I		CLO	PE1SK	2.75										
		Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless	I		CLO	PE1SL	3.24										
		Physical Collocation - Space Preparation - Common Systems Modification per Cage	I		CLO	PE1SM	110.17										
		Physical Collocation - Cable Installation			CLO	PE1BD		1,621.00	1,621.00								
		Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1PJ	3.95										
		Physical Collocation - Cable Support Structure			CLO	PE1PM	21.33										
		Physical Collocation - Power (Provided from BST BDFB), per Fused Amp	I		CLO	PE1PL	9.19										
		Physical Collocation - Power (Provided from BST Main Power Board), per Fused Amp			CLO	PE1FJ	8.94										
		Physical Collocation - 120V, Single Phase Standby Power Rate	I		CLO	PE1FB	5.67										
		Physical Collocation - 240V, Single Phase Standby Power Rate	I		CLO	PE1FD	11.36										
		Physical Collocation - 120V, Three Phase Standby Power Rate	I		CLO	PE1FE	17.03										
		Physical Collocation - 277V, Three Phase Standby Power Rate	I		CLO	PE1FG	39.33										
		Physical Collocation - 2-Wire Cross-Connects			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ	PE1P2	0.034	33.75	31.86								
		Physical Collocation - 4-Wire Cross-Connects			CLO	PE1P4	0.068	33.71	31.75								
		Physical Collocation - DS1 Cross-Connects			CLO,UEANL,UEQ,WDS1L,WDS1S	PE1P1	1.12	53.05	39.96								
		Physical Collocation - DS3 Cross-Connects			CLO	PE1P3	14.21	52.11	38.68								
		Physical Collocation - 2-Fiber Cross-Connect			CLO	PE1F2	2.82	52.11	38.69								
		Physical Collocation - 4-Fiber Cross-Connect			CLO	PE1F4	5.01	64.69	51.26								
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.			CLO	PE1BW	219.19										
		Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.			CLO	PE1CW	21.50										
		Physical Collocation - Security Access System - Security System per Central Office	I		CLO	PE1AX	74.12										
		Physical Collocation - Security Access System - New Access Card Activation, per Card	I		CLO	PE1A1	0.06	55.70	55.70								
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Card	I		CLO	PE1AA		15.62	15.62								
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		45.66	45.66								
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		26.25	26.25								
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		26.25	26.25								
		Physical Collocation - Space Availability Report per premises	I		CLO	PE1SR		2,155.00	2,155.00								
		POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO	PE1PE	0.1091										

COLLOCATION - South Carolina														Attachment: 4			Exhibit: D
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO	PE1PF	0.2181										
		POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,WDS1L,WDS1S,	PE1PG	0.9004										
		POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO	PE1PH	5.64										
		POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO	PE1B2	37.36										
		POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO	PE1B4	50.38										
		Collocation Cable Records - per request			CLO	PE1CR		1,712.00	1,168.00								
		Collocation Cable Records - VG/DS0 Cable, per cable record			CLO	PE1CD		925.57	925.57								
		Collocation Cable Records - VG/DS0 Cable, per each 100 pair			CLO	PE1CO		18.06	18.06								
		Collocation Cable Records - DS1, per T1TIE			CLO	PE1C1		8.45	8.45								
		Collocation Cable Records - DS3, per T3TIE			CLO	PE1C3		29.59	29.59								
		Collocation Cable Records - Fiber Cable, per 99 fiber records			CLO	PE1CB		279.57	279.57								
		Physical Collocation - Security Escort - Basic, per Half Hour			CLO,CLORS	PE1BT		33.92	21.50								
		Physical Collocation - Security Escort - Overtime, per Half Hour			CLO,CLORS	PE1OT		44.19	27.77								
		Physical Collocation - Security Escort - Premium, per Half Hour			CLO,CLORS	PE1PT		54.45	34.04								
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear ft.			CLO	PE1ES	0.0022										
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per lin. ft.			CLO	PE1DS	0.0033										
		Physical Collocation - Co-Carrier Cross Connects - Cable (Copper or Fiber) Support Structure, per cable			CLO	PE1DT		536.56									
ADJACENT COLLOCATION																	
		Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.094										
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	6.40										
		Adjacent Collocation - 2-Wire Cross-Connects			CLOAC	PE1P2	0.034	33.75	31.86								
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL,CLOAC	PE1P4	0.068	33.71	31.75								
		Adjacent Collocation - DS1 Cross-Connects			USL,CLOAC	PE1P1	1.12	53.05	39.96								
		Adjacent Collocation - DS3 Cross-Connects			CLOAC	PE1P3	14.21	52.11	38.68								
		Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	2.82	52.11	38.69								
		Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	5.01	64.69	51.26								
		Adjacent Collocation - Application Fee			CLOAC	PE1JB		3,161.00									
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.67										
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	11.36										
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	17.03										
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	39.33										
PHYSICAL COLLOCATION IN THE REMOTE SITE																	
		Physical Collocation in the Remote Site - Application Fee *			CLORS	PE1RA		871.12	871.12								
		Cabinet Space in the Remote Site per Bay/ Rack *			CLORS	PE1RB	246.44										
		Physical Collocation in the Remote Site - Security Access - Key *			CLORS	PE1RD		26.25	26.25								

COLLOCATION - South Carolina													Attachment: 4				Exhibit: D	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested *			CLORS	PE1SR		232.25	232.25								
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested *			CLORS	PE1RE		75.27	75.27								
		Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		234.50									
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																	
		Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27										
		Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134										
	* Interim rates which are subject to true-up.																
	NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																

COLLOCATION - Tennessee														Attachment: 4			Exhibit: D
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
		Physical Collocation - Application Fee - Initial			CLO	PE1BA		3,767.00	3,767.00								
		Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		3,140.00	3,140.00								
		Physical Collocation - Space Preparation - Firm Order Processing	I		CLO	PE1SJ		1,204.00	1,204.00								
		Physical Collocation - Space Preparation - C.O. Modification per square ft.	I		CLO	PE1SK	2.74										
		Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless	I		CLO	PE1SL	2.95										
		Physical Collocation - Space Preparation - Common Systems Modification per Cage	I		CLO	PE1SM	100.14										
		Physical Collocation - Cable Installation			CLO	PE1BD		1,757.00	1,757.00								
		Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1PJ	6.75										
		Physical Collocation - Cable Support Structure			CLO	PE1PM	19.80										
		Physical Collocation - Power (Provided from BST BDFB), per Fused Amp	I		CLO	PE1PL	8.87										
		Physical Collocation - Power (Provided from BST Main Power Board), per Fused Amp			CLO	PE1FJ	8.62										
		Physical Collocation - 120V, Single Phase Standby Power Rate	I		CLO	PE1FB	5.60										
		Physical Collocation - 240V, Single Phase Standby Power Rate	I		CLO	PE1FD	11.22										
		Physical Collocation - 120V, Three Phase Standby Power Rate	I		CLO	PE1FE	16.82										
		Physical Collocation - 277V, Three Phase Standby Power Rate	I		CLO	PE1FG	38.84										
		Physical Collocation - 2-Wire Cross-Connects			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ	PE1P2	0.033	33.82	31.92								
		Physical Collocation - 4-Wire Cross-Connects			CLO	PE1P4	0.066	33.94	31.95								
		Physical Collocation - DS1 Cross-Connects			CLO,UEANL,UEQ,WDS1L,WDS1S	PE1P1	1.51	53.27	40.16								
		Physical Collocation - DS3 Cross-Connects			CLO	PE1P3	19.26	52.37	38.89								
		Physical Collocation - 2-Fiber Cross-Connect			CLO	PE1F2	3.82	52.37	38.89								
		Physical Collocation - 4-Fiber Cross-Connect			CLO	PE1F4	6.79	65.03	51.55								
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.			CLO	PE1BW	218.53										
		Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.			CLO	PE1CW	21.44										
		Physical Collocation - Security Access System - Security System per Central Office			CLO	PE1AX	55.99										
		Physical Collocation - Security Access System - New Access Card Activation, per Card			CLO	PE1A1	0.059	55.67	55.67								
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Card			CLO	PE1AA		15.61	15.61								
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		45.64	45.64								
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		26.24	26.24								
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		26.24	26.24								
		Physical Collocation - Space Availability Report per premises	I		CLO	PE1SR		2,154.00	2,154.00								
		POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO	PE1PE	0.40										

COLLOCATION - Tennessee														Attachment: 4			Exhibit: D
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO	PE1PF	1.20										
		POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,WDS1L,WDS1S,	PE1PG	1.20										
		POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO	PE1PH	8.00										
		POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO	PE1B2	38.79										
		POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO	PE1B4	52.31										
		Collocation Cable Records - per request			CLO	PE1CR		1,711.00	1,168.00								
		Collocation Cable Records - VG/DS0 Cable, per cable record			CLO	PE1CD		925.06	925.06								
		Collocation Cable Records - VG/DS0 Cable, per each 100 pair			CLO	PE1CO		18.05	18.05								
		Collocation Cable Records - DS1, per T1TIE			CLO	PE1C1		8.45	8.45								
		Collocation Cable Records - DS3, per T3TIE			CLO	PE1C3		29.57	29.57								
		Collocation Cable Records - Fiber Cable, per 99 fiber records			CLO	PE1CB		279.42	279.42								
		Physical Collocation - Security Escort - Basic, per Half Hour			CLO,CLORS	PE1BT		33.91	21.49								
		Physical Collocation - Security Escort - Overtime, per Half Hour			CLO,CLORS	PE1OT		44.17	27.76								
		Physical Collocation - Security Escort - Premium, per Half Hour			CLO,CLORS	PE1PT		54.42	34.02								
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear ft.			CLO	PE1ES	0.0031										
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per lin. ft.			CLO	PE1DS	0.0045										
		Physical Collocation - Co-Carrier Cross Connects - Cable (Copper or Fiber) Support Structure, per cable			CLO	PE1DT		555.03									
ADJACENT COLLOCATION																	
		Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.069										
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	6.06										
		Adjacent Collocation - 2-Wire Cross-Connects			CLOAC	PE1P2	0.033	33.82	31.92								
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL,CLOAC	PE1P4	0.066	33.94	31.95								
		Adjacent Collocation - DS1 Cross-Connects			USL,CLOAC	PE1P1	1.51	53.27	40.16								
		Adjacent Collocation - DS3 Cross-Connects			CLOAC	PE1P3	19.26	52.37	38.89								
		Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	3.82	52.37	38.89								
		Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	6.79	65.03	51.55								
		Adjacent Collocation - Application Fee			CLOAC	PE1JB		3,160.00									
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.60										
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	11.22										
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	16.82										
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	38.84										
PHYSICAL COLLOCATION IN THE REMOTE SITE																	
		Physical Collocation in the Remote Site - Application Fee *			CLORS	PE1RA		872.95	872.95								
		Cabinet Space in the Remote Site per Bay/ Rack *			CLORS	PE1RB	219.37										
		Physical Collocation in the Remote Site - Security Access - Key *			CLORS	PE1RD		26.23	26.23								

COLLOCATION - Tennessee														Attachment: 4			Exhibit: D
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested *			CLORS	PE1SR		232.12	232.12								
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested *			CLORS	PE1RE		75.23	75.23								
		Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		234.15									
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																	
		Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27										
		Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134										
	* Interim rates which are subject to true-up.																
	NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																

ATTACHMENT 5

ACCESS TO NUMBERS AND NUMBER PORTABILITY

TABLE OF CONTENTS

ACCESS TO NUMBERS AND NUMBER PORTABILITY

1. NON-DISCRIMINATORY ACCESS TO TELEPHONE NUMBERS

1.1 During the term of this Agreement, where ETN is utilizing its own switch, ETN shall contact the North American Numbering Plan Administrator, NeuStar, for the assignment of numbering resources. In order to be assigned a Central Office Code, ETN 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 Where BellSouth provides local switching or resold services to ETN, BellSouth will provide ETN with on-line access to intermediate telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. ETN acknowledges that such access to numbers shall be in accordance with the appropriate FCC rules and regulations. ETN acknowledges that there may be instances where there is a shortage of telephone numbers in a particular rate center; and in such instances, BellSouth may request that ETN return unused intermediate numbers to BellSouth. ETN shall return unused intermediate numbers to BellSouth upon BellSouth's request. BellSouth shall make all such requests on a nondiscriminatory basis.

1.3 BellSouth will allow ETN to designate up to 100 intermediate telephone numbers per rate center for ETN's sole use. Assignment, reservation and use of telephone numbers shall be governed by applicable FCC rules and regulations. ETN acknowledges that there may be instances where there is a shortage of telephone numbers in a particular rate center and BellSouth has the right to limit access to blocks of intermediate telephone numbers. These instances include: 1) where jeopardy status has been declared by the North American Numbering Plan (NANP) for a particular Numbering Plan Area (NPA); or 2) where a rate center has less than six months supply of numbering resources.

2. NUMBER PORTABILITY PERMANENT SOLUTION

2.1 The Parties will offer local number portability in accordance with rules, regulations and guidelines adopted by the Commission, the FCC and industry fora. Interim Service Provider Number Portability (SPNP) will be available only in those end offices where no carrier has requested implementation of permanent local number portability (PNP). Once PNP is implemented in an end office pursuant to the request of a carrier, both Parties must withdraw their SPNP offerings. The transition from existing SPNP arrangements to PNP shall occur within ninety (90)

days from the date PNP is implemented in the end office. Neither Party shall charge the other Party for conversion from SPNP to PNP.

2.2 End User Line Charge. Where ETN subscribes to BellSouth's local switching, BellSouth shall bill and ETN shall pay the end user line charge associated with implementing PNP as set forth in BellSouth's FCC Tariff No. 1. This charge is not subject to the resale discount set forth in Attachment 1 of this Agreement.

2.3 To limit service outage, BellSouth and ETN will adhere to the process flows and cutover guidelines for porting numbers as outlined in the LNP Reference Guide, as amended from time to time. The LNP Reference Guide, incorporated herein by reference, is accessible via the Internet at the following site: http://www.interconnection.bellsouth.com. All intervals referenced in the LNP Reference Guide shall apply to both BellSouth and ETN.

2.4 The Parties will set Local Routing Number (LRN) unconditional or 10-digit triggers where applicable. Where triggers are set, the porting Party will remove the ported number at the same time the trigger is removed.

2.5 A trigger order is a service order issued in advance of the porting of a number. A trigger order 1) initiates call queries to the AIN SS7 network in advance of the number being ported; and 2) provides for the new service provider to be in control of when a number ports.

2.6 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.

2.7 BellSouth and ETN will work cooperatively to implement changes to PNP process flows ordered by the FCC or as recommended by standard industry forums addressing PNP.

3. SERVICE PROVIDER NUMBER PORTABILITY

3.1 Where PNP has not been implemented in an end office, the Parties shall provide SPNP. SPNP is a 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 BellSouth local calling area of his existing number. Except as otherwise expressly provided herein, SPNP is available only where the local exchange carrier is currently providing basic 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.

3.2 Methods of Providing SPNP. SPNP is available through either remote call forwarding or direct inward dialing trunks. Remote call forwarding (SPNP-RCF) is an existing switch-based 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 switch that serves the subscriber.

3.3 Signaling Requirements. SS7 Signaling is required for the provision of SPNP services.

3.4 Rates

3.4.1 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 the applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

4. SPNP IMPLEMENTATION

4.1 SPNP-RCF 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 ETN 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 call to the receiving Party's specified forwarded-to number. Additional call paths for the forwarding of multiple simultaneous calls are available on a per path basis at rates as outlined in this Attachment.

4.2 SPNP-DID service 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. SPNP-DID is available from BellSouth on a per DS0, DS1 or DS3 basis. 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 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 BellSouth's Intrastate Access Services Tariff, § E6.1.3.A as amended from time to time.

4.3 SPNP-DID Service requires ordering consecutive telephone numbers in blocks of twenty. ETN may order non-consecutive telephone numbers or telephone numbers in less than blocks of twenty pursuant to BellSouth's tariffs.

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 ETN shall be responsible for the payment of charges under the same terms and conditions for which the end user would have been liable. Either Party may request that the other Party 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 the processing system. ETN usage originated elsewhere and delivered via CMDS to the sending BellSouth RAO shall be provided in rated format.

4.5 The new service provider 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 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 of 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-DID 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 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. Neither Party shall specify end-to-end transmission characteristics for SPNP calls.

4.8 Where SPNP-RCF is utilized for SPNP, 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.

5. OPERATIONAL SUPPORT SYSTEM (OSS) RATES

5.1 The terms, conditions and rates for OSS are as set forth in Attachment 2.

SERVICE PROVIDER NUMBER PORTABILITY - Alabama														Attachment: 5			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
	NOTE: Any element that can be ordered electronically will be billed according to the SOMEC rate listed. 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 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 CLEC's bill when it submits an LSR to BellSouth.																
INTERIM SERVICE PROVIDER NUMBER PORTABILITY																	
		RCF, per number ported (Business Line)				TNPBL	2.13	0.65		0.07							
		RCF, per number ported (Residence Line)				TNPRL	2.13	0.65		0.07							
		RCF, add'l capacity for simultaneous call forwarding, per additional path					0.32										
		RCF, per service order, per location (Business)				TNPBD		1.44	1.44	1.44	1.44	3.50		19.99	19.99	19.99	19.99
		RCF, per service order, per location (Residence)				TNPRD		1.44	1.44	1.44	1.44	3.50		19.99	19.99	19.99	19.99
	NOTE: Any element that can be ordered electronically will be billed according to the SOMEC rate listed. 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 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 CLEC's bill when it submits an LSR to BellSouth.																
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID																	
		DID per number ported (Residence)				TNPDR		1.18		1.18							
		DID per number ported (Business)				TNPDB		1.18		1.18							
		DID per service order, per location (Residence)				TNPRD		1.44	1.44	1.44	1.44	3.50		19.99	19.99	19.99	19.99
		DID per service order, per location (Business)				TNPBD		1.44	1.44	1.44	1.44	3.50		19.99	19.99	19.99	19.99
		DID, per trunk termination, Initial				TNPT2	11.84	173.73	51.00	50.43	25.00	3.50		19.99	19.99	19.99	19.99
	Note: 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.																

SERVICE PROVIDER NUMBER PORTABILITY - Florida														Attachment: 5			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
	NOTE: Any element that can be ordered electronically will be billed according to the SOMEC rate listed. 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 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 CLEC's bill when it submits an LSR to BellSouth.																
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF																	
		RCF, per number ported (Business Line)				TNPBL	2.05	0.4145	0.4145	0.0415	0.0415	3.50	11.90			1.83	
		RCF, per number ported (Residence Line)				TNPRL	2.05	0.4145	0.4145	0.0415	0.0415	3.50	11.90			1.83	
		RCF, Per Additional Path					0.7179										
	NOTE: Any element that can be ordered electronically will be billed according to the SOMEC rate listed. 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 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 CLEC's bill when it submits an LSR to BellSouth.																
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID																	
		DID per number ported (Residence)				TNPDR		0.6923	0.6923	0.6923	0.6923	3.50	11.90			1.83	
		DID per number ported (Business)				TNPDB		0.6923	0.6923	0.6923	0.6923	3.50	11.90			1.83	
		DID, per trunk termination, Initial				TNPT2	54.95	161.29	80.58	32.73	32.73	3.50	11.90			1.83	
SERVICE PROVIDER NUMBER PORTABILITY (RIPH)																	
		RIPH, Functionality, Per Rearrangement						20.08	20.08			3.50	11.90			1.83	
		RIPH, Per Number Ported					1.83	0.2165	0.2165	0.0216	0.0216	3.50	11.90			1.83	
		RIPH, Functionality, Per Central Ofc						90.47	90.47	2.54	2.54	3.50	11.90			1.83	

SERVICE PROVIDER NUMBER PORTABILITY - Georgia														Attachment: 5			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
	NOTE: Any element that can be ordered electronically will be billed according to the SOMEC rate listed. 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 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 CLEC's bill when it submits an LSR to BellSouth.																
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF																	
		RCF, per number ported (Business Line)				TNPBL	2.03	0.51				3.50		18.94	18.94		
		RCF, per number ported (Residence Line)				TNPRL	2.03	0.51				3.50		18.94	18.94		
		RCF, add'l capacity for simultaneous call forwarding, per additional path					0.2836										
		RCF, per service order, per location (Business)				TNPBD		2.10	2.10			3.50		18.94	18.94		
		RCF, per service order, per location (Residence)				TNPRD		2.10	2.10			3.50		18.94	18.94		
	NOTE: Any element that can be ordered electronically will be billed according to the SOMEC rate listed. 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 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 CLEC's bill when it submits an LSR to BellSouth.																
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID																	
		DID per number ported (Residence)				TNPDR		0.93				3.50		18.94	18.94		
		DID per number ported (Business)				TNPDB		0.93				3.50		18.94	18.94		
		DID per service order, per location (Residence)				TNPRD		2.10	2.10			3.50		18.94	18.94		
		DID per service order, per location (Business)				TNPBD		2.10	2.10			3.50		18.94	18.94		
		DID, per trunk termination, Initial				TNPT2	10.73	135.47	40.00			3.50		18.94	18.94		
	Note: 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.																

SERVICE PROVIDER NUMBER PORTABILITY - Kentucky														Attachment: 5			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
	NOTE: BellSouth and CLEC will each bear their own costs of providing remote call forwarding as an interim number portability option.																

SERVICE PROVIDER NUMBER PORTABILITY - Louisiana														Attachment: 5			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
	NOTE: Any element that can be ordered electronically will be billed according to the SOMEC rate listed. 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 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 CLEC's bill when it submits an LSR to BellSouth.																
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF																	
		RCF, per number ported (Business Line)				TNPBL	2.91	0.25	0.25			3.50	15.20				
		RCF, per number ported (Residence Line)				TNPRL	2.91	0.25	0.25			3.50	15.20				
		RCF, Per Additional Path					1.24										
	NOTE: Any element that can be ordered electronically will be billed according to the SOMEC rate listed. 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 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 CLEC's bill when it submits an LSR to BellSouth.																
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID																	
		DID per number ported (Residence)				TNPDR		0.42	0.42			3.50	15.20				
		DID per number ported (Business)				TNPDB		0.42	0.42			3.50	15.20				
		DID, per trunk termination, Initial				TNPT2	68.47	185.13	68.79			3.50	15.20				
SERVICE PROVIDER NUMBER PORTABILITY (RIPH)																	
		RIPH, Functionality, Per Rearrangement						19.24	19.24			3.50	15.20				
		RIPH, Per Number Ported					1.62	0.19	0.19			3.50	15.20				
		RIPH, Functionality, Per Central Ofc						79.67	79.67			3.50	15.20				
	Note: 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.																

SERVICE PROVIDER NUMBER PORTABILITY - Mississippi														Attachment: 5			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
	NOTE: Any element that can be ordered electronically will be billed according to the SOMEC rate listed. 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 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 CLEC's bill when it submits an LSR to BellSouth.																
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF																	
		RCF, per number ported (Business Line)				TNPBL	3.08	0.2596	0.2596	0.0282	0.0282	3.50	15.75				
		RCF, per number ported (Residence Line)				TNPRL	3.08	0.2596	0.2596	0.0282	0.0282	3.50	15.75				
		RCF, Per Additional Path					1.17										
	NOTE: Any element that can be ordered electronically will be billed according to the SOMEC rate listed. 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 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 CLEC's bill when it submits an LSR to BellSouth.																
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID																	
		DID per number ported (Residence)				TNPDR		0.4335	0.4335	0.4701	0.4701	3.50	15.75				
		DID per number ported (Business)				TNPDB		0.4335	0.4335	0.4701	0.4701	3.50	15.75				
		DID, per trunk termination, Initial				TNPT2	58.41	191.75	71.25	28.94	28.94	3.50	15.75				
SERVICE PROVIDER NUMBER PORTABILITY (RIPH)																	
		RIPH, Functionality, Per Rearrangement						19.93	19.93			3.50	15.75			15.75	
		RIPH, Per Number Ported					1.96	0.1972	0.1972	0.0214	0.0214	3.50	15.75			15.75	
		RIPH, Functionality, Per Central Ofc						85.52	85.52	2.51	2.51	3.50	15.75			15.75	

SERVICE PROVIDER NUMBER PORTABILITY - North Carolina														Attachment: 5			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
	NOTE: Any element that can be ordered electronically will be billed according to the SOMEC rate listed. 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 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 CLEC's bill when it submits an LSR to BellSouth.																
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF																	
		RCF, per number ported (Business Line)				TNPBL	1.66	0.71		0.50							
		RCF, per number ported (Residence Line)				TNPRL	1.66	0.71		0.50							
		RCF, add'l capacity for simultaneous call forwarding, per additional path					0.32										
		RCF, per service order, per location (Business)				TNPBD		2.73	2.73			3.50		19.99	19.99	19.99	19.99
		RCF, per service order, per location (Residence)				TNPRD		2.73	2.73			3.50		19.99	19.99	19.99	19.99
	NOTE: Any element that can be ordered electronically will be billed according to the SOMEC rate listed. 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 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 CLEC's bill when it submits an LSR to BellSouth.																
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID																	
		DID per number ported (Residence)				TNPDR		2.25									
		DID per number ported (Business)				TNPDB		2.25									
		DID per service order, per location (Residence)				TNPRD		2.73	2.73			3.50		19.99	19.99	19.99	19.99
		DID per service order, per location (Business)				TNPBD		2.73	2.73			3.50		19.99	19.99	19.99	19.99
		DID, per trunk termination, Initial				TNPT2	11.43	217.88	74.00			3.50		19.99	19.99	19.99	19.99
	Note: 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.																

SERVICE PROVIDER NUMBER PORTABILITY - South Carolina														Attachment: 5			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
	NOTE: Any element that can be ordered electronically will be billed according to the SOMEC rate listed. 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 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 CLEC's bill when it submits an LSR to BellSouth.																
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF																	
		RCF, per number ported (Business Line)				TNPBL	2.17	0.7046									
		RCF, per number ported (Residence Line)				TNPRL	2.17	0.7046									
		RCF, add'l capacity for simultaneous call forwarding, per additional path					0.3854										
		RCF, per service order, per location (Business)				TNPBD		1.37	1.37	44.70	44.70	3.50		19.99	19.99	19.99	19.99
		RCF, per service order, per location (Residence)				TNPRD		1.37	1.37	44.70	44.70	3.50		19.99	19.99	19.99	19.99
	NOTE: Any element that can be ordered electronically will be billed according to the SOMEC rate listed. 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 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 CLEC's bill when it submits an LSR to BellSouth.																
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID																	
		DID per number ported (Residence)				TNPDR		2.25									
		DID per number ported (Business)				TNPDB		2.25									
		DID per service order, per location (Residence)				TNPRD		1.37	1.37	44.70	44.70	3.50		19.99	19.99	19.99	19.99
		DID per service order, per location (Business)				TNPBD		1.37	1.37	44.70	44.70	3.50		19.99	19.99	19.99	19.99
		DID, per trunk termination, Initial				TNPT2	13.16	218.03	74.00			3.50		19.99	19.99	19.99	19.99
	Note: 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.																

SERVICE PROVIDER NUMBER PORTABILITY - Tennessee														Attachment: 5			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
	NOTE: Any element that can be ordered electronically will be billed according to the SOMEC rate listed. 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 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 CLEC's bill when it submits an LSR to BellSouth.																
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF																	
		RCF, per number ported (Business Line)				TNPBL	1.50										
		RCF, per number ported (Residence Line)				TNPRL	1.25										
		RCF, add'l capacity for simultaneous call forwarding, per additional path					0.50										
		RCF, per service order, per location (Business)				TNPBD		25.00	25.00			3.50		19.99	19.99	19.99	19.99
		RCF, per service order, per location (Residence)				TNPRD		25.00	25.00			3.50		19.99	19.99	19.99	19.99
	NOTE: Any element that can be ordered electronically will be billed according to the SOMEC rate listed. 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 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 CLEC's bill when it submits an LSR to BellSouth.																
	Note: 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 6

Pre-Ordering, Ordering and Provisioning, Maintenance and Repair

TABLE OF CONTENTS

PRE-ORDERING, ORDERING AND PROVISIONING, MAINTENANCE AND REPAIR

1. QUALITY OF PRE-ORDERING, ORDERING AND PROVISIONING, MAINTENANCE AND REPAIR

1.1 BellSouth shall provide pre-ordering, ordering and provisioning and maintenance and repair services to ETN 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 are found at http://www.interconnection.bellsouth.com and are incorporated herein by reference.

1.2 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)

1.2.1 The above hours represent the hours, either Eastern or Central Time, of where the physical work is being performed.

1.2.2 To the extent ETN requests provisioning of service to be performed outside BellSouth's regular working hours, or the work so requested requires BellSouth's technicians to work outside regular working hours, overtime billing charges shall apply. Notwithstanding the foregoing, if such work is performed outside of regular working hours by a BellSouth technician during his or her scheduled shift and BellSouth does not incur any overtime charges in performing the work on behalf of ETN, BellSouth will not assess ETN additional charges beyond the rates and charges specified in this Agreement.

2. ACCESS TO OPERATIONS SUPPORT SYSTEMS

2.1 BellSouth shall provide ETN access to operations support systems ("OSS") functions for pre-ordering, ordering and provisioning, maintenance and repair, and billing. BellSouth shall provide access to the OSS through manual and/or electronic interfaces as described in this Attachment. It is the sole responsibility of ETN to obtain the technical capability to access and utilize BellSouth's OSS

interfaces. Specifications for ETN's access and use of BellSouth's electronic interfaces are set forth at www.interconnection.bellsouth.com and are incorporated herein by reference.

2.1.1 Pre-Ordering. In accordance with FCC and Commission rules and orders, BellSouth will provide electronic access to the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, customer record information and loop makeup information. Access is provided through the Local Exchange Navigation System (LENS) interface and the Telecommunications Access Gateway (TAG) interface. Customer record information includes customer specific information in CRIS and RSAG. In addition, ETN shall provide to BellSouth access to customer record information including electronic access where available. If electronic access is not available, ETN shall provide paper copies of customer record information within the same intervals that BellSouth provides paper copies to ETN. The Parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission. ETN will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the State in which the service is provided. BellSouth reserves the right to audit ETN's access to customer record information. If a BellSouth audit of ETN's access to customer record information reveals that ETN is accessing customer record information without having obtained the proper End User authorization, BellSouth upon reasonable notice to ETN may take corrective action, including but not limited to suspending or terminating ETN's electronic access to BellSouth's OSS functionality. All such information obtained through an audit shall be deemed Information covered by the Proprietary and Confidential Information section in the General Terms and Conditions of this Agreement.

2.1.2 Service Ordering. BellSouth will make available the Electronic Data Interchange (EDI) interface and the TAG ordering interface for the purpose of exchanging order information, including order status and completion notification, for non-complex and certain complex resale requests and certain network elements. ETN may integrate the EDI interface or the TAG ordering interface with the TAG pre-ordering interface. In addition, BellSouth will provide integrated pre-ordering and ordering capability through the LENS interface for non-complex and certain complex resale service requests and certain network element requests.

2.1.3 Maintenance and Repair. ETN may report and monitor service troubles and obtain repair services from BellSouth via electronic interfaces. BellSouth provides several options for electronic trouble reporting. For exchange services, BellSouth will offer ETN non-discriminatory access to the Trouble Analysis Facilitation Interface (TAFI). In addition, BellSouth will offer an industry standard, machine-to-machine Electronic Communications Trouble Administration (ECTA) Gateway interface. For designed services, BellSouth will provide non-discriminatory trouble reporting via the ECTA Gateway. BellSouth will provide ETN an estimated time to repair, an appointment time or a commitment time, as appropriate, on trouble reports. Requests for trouble repair will be billed in accordance with the

provisions of this Attachment. BellSouth and ETN agree to adhere to BellSouth's Operational Understanding, as amended from time to time during this Agreement and as incorporated herein by reference. The Operational Understanding may be accessed via the Internet at 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 as amended from time to time during this Agreement. The CCP document may be accessed via the Internet at http://www.interconnection.bellsouth.com.

2.3 BellSouth's Versioning Policy for Electronic Interfaces. BellSouth's Versioning Policy is part of the Change Control Process (CCP). Pursuant to the CCP, BellSouth will issue new software releases for new industry standards for its EDI and TAG electronic interfaces. The Versioning Policy, including the appropriate notification to ETN, is set forth in the CCP document as amended from time to time during this Agreement. The CCP document may be accessed via the Internet at http://www.interconnection.bellsouth.com.

2.4 Rates. Charges for use of OSS shall be as set forth in Attachments 1 and 2 of this Agreement and are incorporated herein by reference.

3. MISCELLANEOUS

3.1 Pending Orders. Orders placed in the hold or pending status by ETN will be held for a maximum of thirty (30) days from the date the order is placed on hold. After such time, ETN shall be required to submit a new service order. Incorrect or invalid orders returned to ETN for correction or clarification will be held for ten (10) days. If ETN does not return a corrected order within ten (10) days, BellSouth will cancel the order.

3.2 Single Point of Contact. ETN will be the single point of contact with BellSouth for ordering activity for network elements and other services used by ETN 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. ETN 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 an order from another carrier, BellSouth may disconnect any network element being used by ETN to provide service to that end user and may reuse such network elements or facilities to enable such other carrier to provide service to the end user. BellSouth will notify ETN that such an order has been processed, but will not be required to notify ETN in advance of such processing.

3.3 Use of Facilities. When a customer of ETN 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 ETN by BellSouth. In addition, where BellSouth provides local switching, BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received 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. BellSouth will notify ETN that such an order has been processed after the disconnect order has been completed.

3.4 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.

3.5 Subscription Functions. In cases where BellSouth performs subscription functions for an interexchange carrier ("IXC") (i.e. PIC and LPIC changes via Customer Account Record Exchange (CARE)), BellSouth will provide the affected IXCs with the Operating Company Number (OCN) of the local provider for the purpose of obtaining end user billing account and other end user information required under subscription requirements.

3.6 Cancellation Charges. If ETN 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 BellSouth's Private Line Tariff or BellSouth's FCC No. 1 Tariff, Section 5, as applicable.

3.7 Service Date Advancement Charges (a.k.a. Expedites). For Service Date Advancement requests by ETN, Service Date Advancement charges will apply for intervals less than the standard interval as outlined in the BellSouth Product and Services Interval Guide. The charges as outlined in BellSouth's Private Line Tariff or BellSouth's FCC No. 1 Tariff, Section 5, will apply as applicable.

Attachment 7

Billing

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BILLING

1. PAYMENT AND BILLING ARRANGEMENTS

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

1.1 Billing. BellSouth will bill through the Carrier Access Billing System (CABS) and through the Customer Records Information System (CRIS) depending on the particular service(s) provided to ETN under this Agreement. BellSouth will format all bills in CBOS Standard or CLUB/EDI format, depending on the type of service provided. For those services where standards have not yet been developed, BellSouth's billing format will change as necessary when standards are finalized by the applicable industry forum.

1.1.1 For any service(s) BellSouth receives from ETN, ETN 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.

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

1.1.4 BellSouth will render bills each month for resold lines on established bill days for each of ETN's accounts. If either Party requests multiple billing media or additional copies of the bills, the Billing Party will provide these at a reasonable cost.

1.1.5 BellSouth will bill ETN in advance for all resold 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 ETN, and ETN will be responsible for and remit to BellSouth, all charges applicable to resold services including but no limited to 911 and E911 charges, End Users common line charges, federal subscriber line charges, telecommunications relay charges (TRS), and franchise fees.

1.1.6 BellSouth will not perform billing and collection services for ETN 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.

1.2 Establishing Accounts. After receiving certification as a local exchange carrier from the appropriate regulatory agency, ETN will provide the appropriate BellSouth account manager the necessary documentation to enable BellSouth to establish accounts for Local Interconnection, Network Elements and Other Services, Collocation and/or resold services. Such documentation shall include the

Application for Master Account, if applicable, proof of authority to provide telecommunications services, the appropriate Operating Company Number (OCN) assigned by the National Exchange Carriers Association (NECA), Carrier Identification Code (CIC), Group Access Code (GAC), Access Customer Name and Abbreviation (ACNA), as applicable, and a tax exemption certificate, if applicable.

1.2.1 Payment Responsibility. Payment of all charges will be the responsibility of ETN. ETN shall make payment to BellSouth for all services billed. Payments made by ETN to BellSouth as payment on account will be credited to ETN's accounts receivable master account. BellSouth will not become involved in billing disputes that may arise between ETN and ETN's customer.

1.3 Payment Due. Payment for services provided 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.

1.4 If the payment due date falls on a Sunday or on a Holiday that is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment charge, as set forth in Section 1.6, below, shall apply.

1.5 Tax Exemption. Upon BellSouth's receipt of tax exemption certificate, the total amount billed to ETN will not include those taxes or fees from which ETN is exempt. ETN 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 ETN.

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 charge shall be due to BellSouth. The late payment charge shall be the portion of the payment not received by the payment due date multiplied by 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, as appropriate. In addition to any applicable late payment charges, ETN may 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 ETN. The procedures for discontinuing service to ETN are as follows:

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

1.7.2 BellSouth reserves the right to suspend or terminate service for nonpayment. If payment of amounts not subject to a billing dispute, as described in Section 2, is not received by the bill date in the month after the original bill date, BellSouth will provide written notice to ETN that additional applications for service may be refused, that any pending orders for service may not be completed, and/or that access to ordering systems may be suspended 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 ETN to receive notices of noncompliance that BellSouth may discontinue the provision of existing services to ETN if payment is not received by the thirtieth day following the date of the initial notice.

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 ETN's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to ETN without further notice.

1.7.5 Upon discontinuance of service on ETN's account, service to ETN's end users will be denied. BellSouth will reestablish service for ETN upon payment of all past due charges and the appropriate connection fee subject to BellSouth's normal application procedures. ETN is solely responsible for notifying the end user of the proposed service disconnection. If within fifteen (15) days after ETN has been denied and no arrangements to reestablish service have been made consistent with this subsection, ETN's service will be disconnected.

1.8 Deposit Policy. ETN 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 cash, 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 ETN from its obligation to make complete and timely payments of its bill. ETN 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 ETN'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. Security deposits collected under this Section shall not exceed two months' estimated billing. In the event ETN fails to remit to BellSouth any deposit requested pursuant to this Section, service to ETN may be terminated in accordance with the terms of Section 1.7 of this Attachment, and any security deposits will be applied to ETN's account(s).

1.9 Notices. Notwithstanding anything to the contrary in this Agreement, all bills and notices regarding billing matters, including notices relating to security deposits, disconnection of services for nonpayment of charges, and rejection of additional orders from ETN, shall be forwarded to the individual and/or address provided by ETN in establishment of its billing account(s) with BellSouth, or to the individual and/or address subsequently provided by ETN as the contact for billing information. All monthly bills and notices described in this Section shall be forwarded to the same individual and/or address; provided, however, upon written notice from ETN to BellSouth's billing organization, a final notice of disconnection of services purchased by ETN under this Agreement shall be sent via certified mail to the individual(s) listed in the Notices provision of the General Terms and Conditions of this Agreement at least 30 days before BellSouth takes any action to terminate such services.

1.10 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 Each Party agrees to notify the other Party in writing upon the discovery of a billing dispute. ETN shall report all billing disputes to BellSouth using the Billing Adjustment Request Form (RF 1461) provided by BellSouth. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date. If the Parties are unable within the 60 day period to reach resolution, then the aggrieved Party may pursue dispute resolution in accordance with the General Terms and Conditions of this Agreement.

2.2 For purposes of this Section 2, a billing dispute means a reported dispute of a specific amount of money actually billed by either Party. The dispute must be clearly explained by the disputing Party and supported by written documentation, which clearly shows the basis for disputing charges. By way of example and not by limitation, a billing dispute will not include the refusal to pay all or part of a bill or bills when no written documentation is provided to support the dispute, nor shall a billing dispute include the refusal to pay other amounts owed by the billed Party until the dispute is resolved. Claims by the billed Party for damages of any kind will not be considered a billing dispute for purposes of this Section. If the

billing dispute is resolved in favor of the billing Party, the disputing Party will make immediate payment of any of the disputed amount owed to the billing Party or the billing Party shall have the right to pursue normal treatment procedures. Any credits due to the disputing Party, pursuant to the billing dispute, will be applied to the disputing Party's account by the billing Party immediately upon resolution of the dispute.

2.3 If a Party disputes a charge and does not pay such charge by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment charge and interest, where applicable, 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 multiplied by 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 designed network elements and other services and local interconnection charges, Section E2 of the Access Service Tariff. 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 ETN by BellSouth will be in accordance with the methods and practices regularly applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.

3.2 ETN shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.

3.3 Charges or credits, as applicable, will be applied by BellSouth to ETN on a monthly basis in arrears. Amounts due (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.

3.4 ETN must have its own unique hosted RAO code. Where BellSouth is the selected CMDS interfacing host, ETN must request that BellSouth establish a unique hosted RAO code for ETN. Such request shall be in writing to the BellSouth RAO Hosting coordinator and must be submitted at least eight (8) weeks prior to provision of services pursuant to this Section. Services shall commence on a date mutually agreed by the Parties.

3.5 BellSouth will receive messages from ETN that are to be processed by BellSouth, another LEC in the BellSouth region or a LEC outside the BellSouth region. ETN shall send all messages to BellSouth no later than sixty (60) days after the message date.

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 ETN.

3.7 All data received from ETN that is to be processed or billed by another LEC within the BellSouth region will be distributed to that LEC in accordance with the Agreement(s) in effect between BellSouth and the involved LEC.

3.8 All data received from ETN that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) in effect between BellSouth and its connecting contractor.

3.9 BellSouth will receive messages from the CMDS network that are destined to be processed by ETN and will forward them to ETN on a daily basis for processing.

3.10 Transmission of message data between BellSouth and ETN will be via CONNECT:Direct.

3.10.1 Data circuits (private line or dial-up) will be required between BellSouth and ETN for the purpose of data transmission. Where a dedicated line is required, ETN will be responsible for ordering the circuit and coordinating the installation with BellSouth. ETN is 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 data will be negotiated on a individual case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to ETN. Additionally, all message toll charges associated with the use of the dial circuit by ETN will be the responsibility of ETN. Associated equipment on the BellSouth end, including a modem, will be negotiated on a individual case basis between the Parties. All equipment, including modems and software, that is required on the ETN end for the purpose of data transmission will be the responsibility of ETN.

3.11 All messages and related data exchanged between BellSouth and ETN will be formatted for EMI formatted records and packed between appropriate EMI header and trailer records in accordance with accepted industry standards.

3.12 ETN will maintain recorded message detail necessary to recreate files provided to BellSouth for a period of three (3) calendar months beyond the related message dates.

3.13 Should it become necessary for ETN to send data to BellSouth more than sixty (60) days past the message date(s), ETN will notify BellSouth in advance of the transmission of the data. BellSouth will work with its connecting contractor and/or ETN, where necessary, to notify all affected LECs.

3.14 In the event that data to be exchanged between the two Parties should become lost or destroyed, the Party responsible for creating the data will make every effort to restore and retransmit such data. If the data cannot be retrieved, the Party responsible for losing or destroying the data 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 resolution of the amount owed, 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 ETN, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify ETN of the error. ETN 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, ETN 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 ETN with associated intercompany settlements reports (CATS and NICS) as appropriate.

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

3.18 Intercompany Settlements Messages

3.18.1 Intercompany Settlements Messages facilitate the settlement of revenues associated with traffic originated from or billed by ETN 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 ETN and the involved company(ies), unless that company is participating in NICS.

3.18.2 Both traffic that originates outside the BellSouth region by ETN and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by ETN, is covered by CATS. Also covered is traffic that either is originated by or billed by ETN, involves a company

other than ETN, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).

3.18.3 Once ETN is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via NICS.

3.18.4 BellSouth will receive the monthly NICS reports from Telcordia on behalf of ETN. BellSouth will distribute copies of these reports to ETN on a monthly basis.

3.18.5 BellSouth will receive the monthly CATS reports from Telcordia on behalf of ETN. BellSouth will distribute copies of these reports to ETN on a monthly basis.

3.18.6 BellSouth will collect the revenue earned by ETN from the Bell operating company in whose territory the messages are billed via CATS, less a per message billing and collection fee of five cents ($0.05), on behalf of ETN. BellSouth will remit the revenue billed by ETN 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 ETN. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to ETN via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

3.18.7 BellSouth will collect the revenue earned by ETN 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 ETN. BellSouth will remit the revenue billed by ETN 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 ETN via a monthly CABS miscellaneous bill.

3.18.8 BellSouth and ETN 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 ETN, BellSouth will provide the Optional Daily Usage File (ODUF) service to ETN pursuant to the terms and conditions set forth in this section.

4.2 ETN shall furnish all relevant information required by BellSouth for the provision of the ODUF.

4.3 The ODUF feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a ETN customer.

4.4 Charges for the ODUF will appear on ETNs' monthly bills. The charges are as set forth in Exhibit A to this Attachment.

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

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

4.7 The following specifications shall apply to the ODUF feed.

4.7.1 ODUF Messages to be Transmitted

4.7.1.1 The following messages recorded by BellSouth will be transmitted to ETN:

4.7.1.1.1 Message recording for per use/per activation type services (examples:

Three -Way Calling, Verify, Interrupt, Call Return, etc.)

4.7.1.1.2 Measured billable Local

4.7.1.1.3 Directory Assistance messages

4.7.1.1.4 IntraLATA Toll

4.7.1.1.5 WATS and 800 Service

4.7.1.1.6 N11

4.7.1.1.7 Information Service Provider Messages

4.7.1.1.8 Operator Services Messages

4.7.1.1.9 Operator Services Message Attempted Calls (Network Element only)

4.7.1.1.10 Credit/Cancel Records

4.7.1.1.11 Usage for Voice Mail Message Service

4.7.1.2 Rated Incollects (messages BellSouth receives from other revenue accounting offices) 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 ETN.

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

4.7.2 ODUF Physical File Characteristics

4.7.2.1 ODUF will be distributed to ETN via CONNECT:Direct or another mutually agreed medium. The ODUF feed will be a variable block format (2476) with a Logical Record Link (LRECL) of 2472. The data on the ODUF feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis Monday through Friday except holidays. Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.

4.7.2.2 Data circuits (private line or dial-up) will be required between BellSouth and ETN for the purpose of data transmission as set forth in Section 3.10.1 above.

4.7.3 ODUF 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 ETN which BellSouth RAO that is sending the message. BellSouth and ETN will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by ETN and resend the data as appropriate.

The data will be packed using ATIS EMI records.

4.7.4 ODUF Pack Rejection

4.7.4.1 ETN 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. ETN will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to ETN by BellSouth.

4.7.5 ODUF Control Data

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

4.7.6 ODUF Testing

4.7.6.1 Upon request from ETN, BellSouth shall send ODUF test files to ETN. The Parties agree to review and discuss the ODUF content and/or format. For testing of usage results, BellSouth shall request that ETN set up a production (live) file. The live test may consist of ETN's employees making test calls for the types of services ETN requests on ODUF. These test calls are logged by ETN, 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 ETN, BellSouth will provide the Access Daily Usage File (ADUF) service to ETN pursuant to the terms and conditions set forth in this section.

5.2 ETN 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 ETN has purchased from BellSouth

5.4 Charges for ADUF will appear on ETN'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 ETN will be the responsibility of ETN. If, however, ETN should encounter significant volumes of errored messages that prevent processing by ETN within its systems, BellSouth will work with ETN to determine the source of the errors and the appropriate resolution.

5.6 ADUF Messages To Be Transmitted

5.6.1 The following messages recorded by BellSouth will be transmitted to ETN:

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 BellSouth will perform duplicate record checks on records processed to ADUF. Any duplicate messages detected will be dropped and not sent to ETN.

5.6.3 In the event that ETN detects a duplicate on ADUF they receive from BellSouth, ETN will drop the duplicate message and will not return the duplicate to BellSouth.

5.6.4 ADUF Physical File Characteristics

5.6.4.1 ADUF will be distributed to ETN via CONNECT:Direct or another mutually agreed medium. The ADUF feed will be a fixed block format (2476) with an LRECL of 2472. The data on the ADUF feed will be in a non-compacted EMI format (210 byte). 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.

5.6.4.2 Data circuits (private line or dial-up) will be required between BellSouth and ETN for the purpose of data transmission as set forth in Section 3.10.1 above.

5.6.5 ADUF Packing Specifications

5.6.5.1 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.

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

The data will be packed using ATIS EMI records.

5.6.6 ADUF Pack Rejection

5.6.6.1 ETN 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. ETN will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to ETN by BellSouth.

5.6.7 ADUF Control Data

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

5.6.8 ADUF Testing

5.6.8.1 Upon request from ETN, BellSouth shall send a test file of generic data to ETN via Connect:Direct or Text File via E-Mail. The Parties agree to review and discuss the test file's content and/or format.

ODUF/ADUF/CMDS - Alabama														Attachment: 7			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
ODUF/ADUF/CMDS																	
	ACCESS DAILY USAGE FILE (ADUF)																
		ADUF: Message Processing, per message				N/A	0.004										
		ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001										
	OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF: Recording, per message				N/A	0.0002										
		ODUF: Message Processing, per message				N/A	0.0033										
		ODUF: Message Processing, per Magnetic Tape provisioned				N/A	55.19										
		ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00004										
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																
		CMDS: Message Processing, per message				N/A	0.004										
		CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	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.																

ODUF/ADUF/CMDS - Florida													Attachment: 7				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
ODUF/ADUF/CMDS																	
	ACCESS DAILY USAGE FILE (ADUF)																
		ADUF: Message Processing, per message				N/A	0.014391										
		ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00012973										
	OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF: Recording, per message				N/A	0.0000071										
		ODUF: Message Processing, per message				N/A	0.006835										
		ODUF: Message Processing, per Magnetic Tape provisioned				N/A	48.96										
		ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00010811										
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																
		CMDS: Message Processing, per message				N/A	0.004										
		CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	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.																

ODUF/ADUF/CMDS - Georgia														Attachment: 7			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
ODUF/ADUF/CMDS																	
	ACCESS DAILY USAGE FILE (ADUF)																
		ADUF: Message Processing, per message				N/A	0.0136327										
		ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.0000434										
	OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF: Recording, per message				N/A	0.0001275										
		ODUF: Message Processing, per message				N/A	0.0082548										
		ODUF: Message Processing, per Magnetic Tape provisioned				N/A	28.85										
		ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.0000434										
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																
		CMDS: Message Processing, per message				N/A	0.004										
		CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	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.																

ODUF/ADUF/CMDS - Kentucky														Attachment: 7			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
ODUF/ADUF/CMDS																	
	ACCESS DAILY USAGE FILE (ADUF)																
		ADUF: Message Processing, per message				N/A	0.004										
		ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001										
	OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF: Recording, per message				N/A	0.0008611										
		ODUF: Message Processing, per message				N/A	0.0032357										
		ODUF: Message Processing, per Magnetic Tape provisioned				N/A	55.68										
		ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.0000365										
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																
		CMDS: Message Processing, per message				N/A	0.004										
		CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	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.																

ODUF/ADUF/CMDS - Louisiana														Attachment: 7			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
ODUF/ADUF/CMDS																	
	ACCESS DAILY USAGE FILE (ADUF)																
		ADUF: Message Processing, per message				N/A	0.007983										
		ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00012681										
	OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF: Recording, per message				N/A	0.0000117										
		ODUF: Message Processing, per message				N/A	0.004641										
		ODUF: Message Processing, per Magnetic Tape provisioned				N/A	48.45										
		ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00010568										
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																
		CMDS: Message Processing, per message				N/A	0.004										
		CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	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.																

ODUF/ADUF/CMDS - Mississippi													Attachment: 7				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
ODUF/ADUF/CMDS																	
	ACCESS DAILY USAGE FILE (ADUF)																
		ADUF: Message Processing, per message				N/A	0.008087										
		ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00012803										
	OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF: Recording, per message				N/A	0.0000063										
		ODUF: Message Processing, per message				N/A	0.004707										
		ODUF: Message Processing, per Magnetic Tape provisioned				N/A	49.04										
		ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00010669										
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																
		CMDS: Message Processing, per message				N/A	0.004										
		CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	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.																

ODUF/ADUF/CMDS - North Carolina														Attachment: 7			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
ODUF/ADUF/CMDS																	
	ACCESS DAILY USAGE FILE (ADUF)																
		ADUF: Message Processing, per message				N/A	0.004										
		ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001										
	OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF: Recording, per message				N/A	0.0003										
		ODUF: Message Processing, per message				N/A	0.0032										
		ODUF: Message Processing, per Magnetic Tape provisioned				N/A	54.61										
		ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.0004										
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																
		CMDS: Message Processing, per message				N/A	0.004										
		CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	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.																

ODUF/ADUF/CMDS - South Carolina														Attachment: 7			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
ODUF/ADUF/CMDS																	
	ACCESS DAILY USAGE FILE (ADUF)																
		ADUF: Message Processing, per message				N/A	0.004										
		ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001										
	OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF: Recording, per message				N/A	0.0002862										
		ODUF: Message Processing, per message				N/A	0.0032344										
		ODUF: Message Processing, per Magnetic Tape provisioned				N/A	54.72										
		ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.0000357										
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																
		CMDS: Message Processing, per message				N/A	0.004										
		CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	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.																

ODUF/ADUF/CMDS - Tennessee														Attachment: 7			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
ODUF/ADUF/CMDS																	
	ACCESS DAILY USAGE FILE (ADUF)																
		ADUF: Message Processing, per message				N/A	0.004										
		ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001										
	OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF: Recording, per message				N/A	0.0000044										
		ODUF: Message Processing, per message				N/A	0.0027366										
		ODUF: Message Processing, per Magnetic Tape provisioned				N/A	52.75										
		ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.0000339										
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																
		CMDS: Message Processing, per message				N/A	0.004										
		CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	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.

Attachment 10

BellSouth Disaster Recovery Plan

CONTENTS

PAGE

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 involved with restoration activities resulting from hurricanes, ice storms and floods. They have demonstrated their capabilities during these calamities as well as

during outages caused by human error or equipment failures. This group has an excellent record of restoring service as quickly as possible.

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

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

5.0 RECOVERY PROCEDURES

The nature and severity of any disaster will influence the recovery procedures. One crucial factor in determining how BellSouth will proceed with restoration is whether or not BellSouth's equipment is incapacitated. Regardless of 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 11

Bona Fide Request and New Business Requests Process

BONA FIDE REQUEST AND NEW BUSINESS REQUESTS PROCESS

1.0 The Parties agree that ETN 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. ETN 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 ETN 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 ETN makes a request of BellSouth to provide a new or custom capability or function to meet ETN'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 ETN and BellSouth, necessary for accurate processing of requests in a consistent and timely fashion.

3.0 A BFR shall be submitted in writing by ETN 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 ETN'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 ETN's Account Executive.

4.0 Within thirty (30) business days of its receipt of a BFR or NBR from ETN, BellSouth shall respond to ETN 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 otherwise not required to be provided under the Act.

5.0 ETN may cancel a BFR or NBR at any time. If ETN cancels the request more than three (3) business days after submitting it, ETN shall pay BellSouth's reasonable and demonstrable costs of processing and/or implementing the BFR or NBR up to the date of cancellation. If ETN does

not cancel a BFR or NBR, ETN shall pay BellSouth's reasonable and demonstrable costs of processing and implementing the request.

6.0 BellSouth shall propose a firm price quote and a detailed implementation plan within twenty-five (25) business days of ETN's acceptance of the preliminary analysis.

7.0 If ETN accepts the preliminary analysis, BellSouth shall proceed with ETN's BFR/NBR, and ETN agrees to pay the non-refundable amount identified in the preliminary analysis for the initial work required to develop the project plan, create the design parameters, and establish all activities and resources required to complete the BFR/NBR. These costs will be referred to as "development" costs. The development costs identified in the preliminary analysis are fixed. If ETN cancels a BFR/NBR after BellSouth has receivedETN's acceptance of the preliminary analysis, ETN agrees to pay BellSouth the reasonable, demonstrable, and actual costs, if any, directly related to complying with ETN's BFR/NBR up to the date of cancellation, to the extent such costs were not included in the non-refundable amount set forth above.

8.0 IfETN believes that BellSouth's firm price quote is not consistent with the requirements of the Act, ETN may 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.

9.0 Unless ETN agrees otherwise, all prices shall be consistent with the pricing principles of the Act, FCC and/or the State Commission.

10.0 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.

11.0 Upon agreement to the terms of a BFR or NBR, an amendment to the Agreement may be required.