BELLSOUTH

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July 9, 2003

VIA HAND DELIVERY

Deborah Taylor Tate
Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

Re: *Approval of the Cross Connect Agreement Negotiated by BellSouth Telecommunications, Inc. and T-Mobile USA, Inc. f/k/a VoiceStream Wireless Corp. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*
Docket No. 03-00439

Dear Chairman Tate:

Enclosed for filing are the original and fourteen copies of the Petition for Approval of the Cross Connect Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and T-Mobile USA, Inc. f/k/a VoiceStream Wireless Corp. ("T-Mobile USA") Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996. The enclosed Agreement was negotiated by T-Mobile USA and BellSouth and is consistent with the standards for approval.

T-Mobile USA and BellSouth respectfully request that the Petition and Agreement be filed, reviewed and considered for approval as expeditiously as possible.

Very truly yours,

Guy M. Hicks

GMH:dt
Enclosure
cc: General Counsel, T-Mobile USA, Inc.

#497614

In support of their request, T-MOBILE USA and BellSouth state the following:

THE PARTIES

1. BellSouth is an incumbent local exchange carrier authorized to provide local exchange service in Tennessee.

2. T-MOBILE USA is a telecommunications carrier that has been granted authority by the Federal Communications Commission to provide CMRS in a specific market in Tennessee.

THE AGREEMENT

3. T-MOBILE USA and BellSouth have successfully negotiated the agreement for the continued interconnection of their networks. A copy of the Agreement is attached hereto and incorporated herein by reference.

4. BellSouth and T-MOBILE USA have entered into this Agreement, pursuant to Sections 251 (c) and 252 (a) of the Act.

5. Pursuant to Section 252 (e) of the Act, T-MOBILE USA and BellSouth are submitting their Agreement to the TRA for its consideration and approval.

COMPLIANCE WITH THE ACT

6. First, as required by Section 252(e)(2)(a)(i) of the Act, the Agreement does not discriminate against any other telecommunications carrier. Other carriers are not bound by the Agreement and remain free to negotiate independently with BellSouth pursuant to Section 252 of the Act.

7. Second, the Agreement is consistent with the public interest, convenience, and necessity, as required by Section 252(e)(2)(a)(ii) of the Act.

APPROVAL OF THE AGREEMENT

8. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the Agreement between T-MOBILE USA and BellSouth within 90 days of its submission. The Act provides that the TRA may reject such Agreement only if it finds that the Agreement or any portion thereof discriminates against a telecommunications carrier not a party to the Agreement, or if it finds that the implementation of the Agreement or any portion thereof is not consistent with the public interest, convenience and necessity.

9. T-MOBILE USA and BellSouth aver that the Agreement is consistent with the standards for approval.

10. Pursuant to Section 252 (i) of the Act, once the Agreement is approved, BellSouth will make the terms and conditions of the Agreement available to any similarly situated CMRS provider.

11. T-MOBILE USA and BellSouth respectfully request that the TRA approve the Agreement negotiated between the parties without revision as expeditiously as possible consistent with the public interest.

This 10th day of July, 2003.

Respectfully submitted,

BellSouth Telecommunications, Inc.

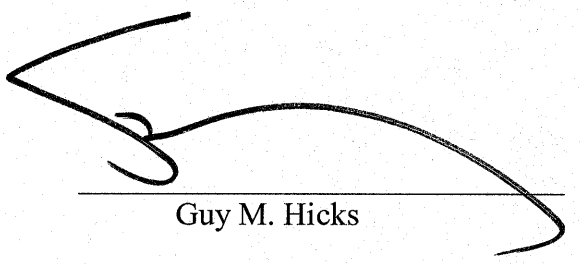
BY: _____

Guy M. Hicks
Suite 2101
333 Commerce Street
Nashville, TN 37201-3300
615/214-6301

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Cross Connect Agreement on the following via United States Mail on the 1st day of July, 2003.

Lynn Hughes
T-Mobile USA, Inc.
ATTN: General Counsel
12920 SE 38th St.
Bellevue, WA 98006



Guy M. Hicks

By and Between

BellSouth Telecommunications, Inc.

And

T-Mobile USA, Inc. fka VoiceStream Wireless Corp.

BELLSOUTH
PHYSICAL COLLOCATION
MASTER AGREEMENT

THIS AGREEMENT, made this 12th day of June, 2003, by and between BellSouth Telecommunications, Inc., ("BellSouth") a corporation organized and existing under the laws of the State of Georgia, and T-Mobile USA, Inc. f/k/a VoiceStream Wireless Corp., a corporation organized and existing under the laws of the State of Delaware, on behalf of itself and its Affiliates (as listed under Schedule 1 of the signature page hereunder) (T-Mobile USA, Inc. f/k/a VoiceStream Wireless Corp. and it Affiliates collectively referred to as "T-Mobile") and shall be deemed effective as of May 1, 2003, (the "Effective Date"). This agreement may refer to either BellSouth or T-Mobile or both as a "party" or "parties."

W I T N E S S E T H

WHEREAS, T-Mobile is a telecommunications carrier and wishes to occupy BellSouth Central Office Collocation Space as defined herein for the purpose of interconnection to BellSouth's facilities;

WHEREAS, BellSouth has space available in its Central Office(s) which T-Mobile desires to utilize; and

WHEREAS, BellSouth is willing to make such space available to T-Mobile within its Premises as defined herein, subject to the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual agreements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

Definitions: Defined capitalized terms have the meanings ascribed to them herein. Undefined terms (whether capitalized or not) either (i) have the meanings set forth in the Communications Act of 1934 (as amended), as interpreted by the rules, decisions and orders of the Federal Communications Commission (as so amended and interpreted, the "Act"), or as further defined by the applicable public service commission ("Commission"), or (ii) if not defined in the Act, have their customary meanings based on telecommunications industry parlance.

1. Scope of Agreement

1.1 The rates, terms, and conditions contained within this Agreement shall only apply when T-Mobile is physically collocated as a sole occupant or, as a Host within a Premises location pursuant to this Agreement. BellSouth Premises include BellSouth Central Offices and Serving Wire Centers (hereinafter "Premises"). This Agreement is applicable to Premises owned or leased by BellSouth. However, if the Premises occupied by BellSouth is leased by BellSouth from a third party, special considerations and intervals may apply in addition to the terms and conditions of this

Agreement. In such case BellSouth and T-Mobile will attempt to reach agreement on mutually acceptable rates, terms and conditions. Should the Parties be unable to reach such agreement, either Party may request Commission intervention.

1.2 Right to Occupy. BellSouth shall offer to T-Mobile collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission ("FCC"). Subject to the rates, terms, and conditions of this Agreement where space is available and it is technically feasible, BellSouth will allow T-Mobile to occupy that certain area designated by BellSouth within a BellSouth Premises, or on BellSouth property upon which the BellSouth Premises is located, of a size which is specified by T-Mobile and agreed to by BellSouth (hereinafter "Collocation Space"). The necessary rates, terms and conditions for BellSouth locations other than BellSouth Premises shall be negotiated upon request for collocation at such location(s).

1.2.1 Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth below.

1.2.1.1 In all states other than Florida, the size specified by T-Mobile may contemplate a request for space sufficient to accommodate T-Mobile's growth within a two-year period.

1.2.1.2 In the state of Florida, the size specified by T-Mobile may contemplate a request for space sufficient to accommodate T-Mobile's growth within an eighteen (18) month period.

1.3 Space Allocation. BellSouth shall attempt to accommodate T-Mobile's requested preferences if any. In allocating Collocation Space, BellSouth shall not materially increase T-Mobile's cost or materially delay T-Mobile's occupation and use of the Collocation Space, shall not assign Collocation Space that will impair the quality of service or otherwise limit the service T-Mobile wishes to offer, and shall not reduce unreasonably the total space available for physical collocation or preclude unreasonably physical collocation within the Premises. Space shall not be available for collocation if it is: (a) physically occupied by non-obsolete equipment; (b) assigned to another collocator; (c) used to provide physical access to occupied space; (d) used to enable technicians to work on equipment located within occupied space; (e) properly reserved for future use, either by BellSouth or by another carrier; or (f) essential for the administration and proper functioning of BellSouth's Premises. BellSouth may segregate collocation space and require separate entrances in accordance with FCC rules.

1.4 Space Reclamation. In the event of space exhaust within a Central Office Premises, BellSouth may include in its documentation for the Petition for Waiver filing any unutilized space in the Central Office Premises. T-Mobile will be responsible for any justification of unutilized space within its space, if the appropriate state commission requires such justification.

1.5 Use of Space. T-Mobile shall use the Collocation Space for the purposes of installing, maintaining and operating T-Mobile's equipment (to include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities for the provision of telecommunications services, as specifically set forth in this Agreement. The Collocation Space may be used for no other purposes except as specifically described herein or in any amendment hereto.

1.6 Rates and Charges. T-Mobile agrees to pay undisputed charges identified in Exhibit C attached hereto.

1.7 Due Dates. If any due date contained in this Agreement falls on a weekend or National holiday, then the due date will be the next business day thereafter. For intervals of ten (10) calendar days or less National holidays will be excluded.

1.8 Term of Agreement.

A. The term of this Agreement shall be three years, beginning on the Effective Date and shall apply to the BellSouth territory in the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.

B. The Parties agree that by no earlier than two hundred seventy (270) days and no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations for a new agreement to be effective beginning on the expiration date of this Agreement ("Subsequent Agreement").

C. Either party's request under this Section will, for all purposes, be treated as a request under Section 252 of the Act for negotiation received by an incumbent local exchange carrier and will begin the process of voluntary negotiations. If, as of the expiration of this Agreement, a Subsequent Agreement has not been executed by the Parties, this Agreement shall continue in full force and effect while the Parties are within negotiation/arbitration process outlined in Section 252 of the Telecommunications Act of 1996, as may be amended. If the Section 252 process is concluded or abandoned, then this Agreement shall terminate and BellSouth shall continue to offer services to Carrier pursuant to the terms, conditions and rates set forth in BellSouth's then current standard interconnection agreement. In the event that BellSouth's standard interconnection agreement becomes effective as between the Parties, the Parties may continue to negotiate a Subsequent Agreement or arbitrate disputed issues to reach a Subsequent Agreement as set forth in Section 1.8B above, and the terms of such Subsequent Agreement shall be effective as of the effective date as stated in Subsequent Agreement.

1.9 The parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of the obligations hereunder.

1.10 Upon written request of either Party, the Parties agree to promptly amend this Agreement to comply with any effective legislative, regulatory, judicial or other applicable change of law pertaining to this Agreement.

2. Space Availability Report

2.1 Space Availability Report. Upon request from T-Mobile, BellSouth will provide a written report ("Space Availability Report") describing in detail the space that is available for collocation and specifying the amount of Collocation Space available at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report on the Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the Premises.

2.1.1 The request from T-Mobile for a Space Availability Report must be written and must include the Premises street address, as identified in the Local Exchange Routing Guide ("LERG"), and Common Language Location Identification ("CLLI") code of the Premises. CLLI code information is located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4.

2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Premises within ten (10) calendar days of receipt of such request. BellSouth will make best efforts to respond in ten (10) calendar days to such a request when the request includes from two (2) to five (5) Premises within the same state. The response time for requests of more than five (5) Premises shall be negotiated between the Parties. If BellSouth cannot meet the ten (10) calendar day response time, BellSouth shall notify T-Mobile and inform T-Mobile of the time frame under which it can respond.

3. Collocation Options

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

3.2 Caged. At T-Mobile's expense, T-Mobile may arrange with a Supplier certified by BellSouth ("Certified Supplier") to construct a collocation arrangement enclosure in

accordance with BellSouth's guidelines and specifications prior to starting equipment installation. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specification, T-Mobile and T-Mobile's BellSouth Certified Supplier must comply with the more stringent local building code requirements. T-Mobile's BellSouth Certified Supplier shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with T-Mobile and provide, at T-Mobile's expense, the documentation, including architectural drawings, enclosure drawings, and specifications required and necessary for T-Mobile to obtain the zoning, permits and/or other licenses. T-Mobile's BellSouth Certified Supplier shall bill T-Mobile directly for all work performed for T-Mobile pursuant to this Agreement and BellSouth shall have no liability for nor responsibility to pay such charges imposed by T-Mobile's BellSouth Certified Supplier. T-Mobile must provide the local BellSouth building_contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access T-Mobile's locked enclosure prior to notifying T-Mobile. Upon request, BellSouth shall construct the enclosure for T-Mobile

3.2.1 BellSouth may elect to review T-Mobile's plans and specifications prior to allowing construction to start to ensure compliance with BellSouth's guidelines and specifications. Notification to T-Mobile indicating BellSouth's desire to execute this review will be provided in BellSouth's response to the Initial Application, if T-Mobile has indicated its desire to construct its own enclosure. If T-Mobile's Initial Application does not indicate its desire to construct its own enclosure, but its subsequent firm order does indicate its desire to construct its own enclosure, then notification to review will be given within ten (10) calendar days after the Firm Order date. BellSouth shall complete its review within fifteen (15) calendar days after the receipt of the plans and specifications. Regardless of whether or not BellSouth elects to review T-Mobile's plans and specifications, BellSouth reserves the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications and/or BellSouth's guidelines and specifications, as applicable. BellSouth may require T-Mobile to remove or correct within seven (7) calendar days at T-Mobile's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth guidelines and specifications.

3.3 Shared Caged Collocation. T-Mobile may allow other telecommunications carriers to share T-Mobile's caged collocation arrangement pursuant to terms and conditions agreed to by T-Mobile ("Host") and other telecommunications carriers ("Guests") and pursuant to this Section, except where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option. T-Mobile shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by T-Mobile that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Agreement between BellSouth and T-Mobile.

3.3.1 T-Mobile, as the Host, shall be the sole interface and responsible Party to BellSouth for the assessment and billing of rates and charges contained within this Agreement and for the purposes of ensuring that the safety and security requirements of this Agreement are fully complied with by the Guest(s), its employees and agents. BellSouth shall provide T-Mobile with a proration of the costs of the collocation space based on the number of collocators and the space used by each with a minimum charge of one (1) bay/rack per Host/Guest. In all states other than Florida, and in addition to the foregoing, T-Mobile shall be the responsible party to BellSouth for the purpose of submitting Applications for initial and additional equipment placement of the Guest. In Florida the Guest may directly submit initial and additional equipment placement applications using the Host's access carrier name abbreviation (ACNA). A separate Guest application shall require the assessment of an Initial or Subsequent Application Fee, as set forth in Exhibit C, which will be charged to the Host.

3.3.2 T-Mobile shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of T-Mobile's Guests in the Collocation Space except to the extent caused by BellSouth's negligence, gross negligence, or willful misconduct.

3.4 Adjacent Collocation. Subject to technical feasibility, BellSouth will permit adjacent collocation arrangements ("Adjacent Arrangement") on the Premises' property, where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Premises property. The Adjacent Arrangement shall be constructed or procured by T-Mobile and in conformance with BellSouth's design and construction specifications. Further, T-Mobile shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Agreement.

3.4.1 Should T-Mobile elect Adjacent Collocation, T-Mobile must arrange with a BellSouth Certified Supplier to construct an Adjacent Arrangement structure in accordance with BellSouth's reasonable safety and maintenance guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, T-Mobile and T-Mobile's BellSouth Certified Supplier must comply with the more stringent local building code requirements. T-Mobile's BellSouth Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. T-Mobile's BellSouth Certified Supplier shall bill T-Mobile directly for all work performed for T-Mobile pursuant to this Agreement and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the T-Mobile's BellSouth Certified Supplier. T-Mobile must provide the local BellSouth building contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access T-Mobile's locked enclosure prior to notifying T-Mobile.

3.4.2 T-Mobile must submit its plans and specifications to BellSouth with its Firm Order. BellSouth may elect to review T-Mobile's plans and specifications prior to

construction of an Adjacent Arrangement(s) to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days after receipt of plans and specifications. BellSouth may inspect the Adjacent Arrangement during and after construction to confirm it is constructed according to the submitted plans and specifications. BellSouth shall require T-Mobile to remove or correct within seven (7) calendar days at T-Mobile's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth's guidelines and specifications

3.4.3 T-Mobile shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of demarcation. At T-Mobile's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. In Alabama and Louisiana, BellSouth will provide DC power to Adjacent Collocation sites where technically feasible, as that term has been defined by the FCC, and subject to individual case basis pricing. T-Mobile's BellSouth Certified Supplier shall be responsible, at T-Mobile's expense, for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement. BellSouth shall allow Shared Caged Collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth herein.

3.5 Co-Carrier Cross Connect (CCXC). The primary purpose of collocating CLEC equipment is to interconnect with BellSouth's network for the provision of telecommunications services. BellSouth will permit T-Mobile to interconnect between its virtual or physical collocation arrangements and those of another collocated telecommunications carrier within the same central office. Both telecommunications carriers' Agreements must contain rates, terms and conditions for CCXC language. At no point in time shall T-Mobile use the Collocation Space for the sole or primary purpose of cross connecting to other telecommunications carriers.

3.5.1 T-Mobile must use a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned through facilities owned by T-Mobile. Such connections to other carriers may be made using either optical or electrical facilities. T-Mobile may deploy such optical or electrical connections directly between its own facilities and the facilities of the other telecommunications carrier(s) without being routed through BellSouth equipment. T-Mobile may not self-provision CCXC on any BellSouth distribution frame, Pot Bay, DSX or LGX. T-Mobile is responsible for ensuring the integrity of the signal.

3.5.2 T-Mobile shall be responsible for providing written authorization to BellSouth from the other telecommunications carrier prior to installing the CCXC. T-Mobile-provisioned CCXC shall utilize common cable support structure. There will be a recurring charge per linear foot, per cable of common cable support structure used. In the case of two contiguous caged collocation arrangements, T-Mobile may have the option of constructing its own dedicated support structure.

3.5.3 To order CCXCs T-Mobile must submit an Initial Application or Subsequent Application. If no modification to the Collocation Space is requested other than the placement of CCXCs, the Subsequent Application Fee for CCXC, as defined in Exhibit C, will apply. If modifications in addition to the placement of CCXCs are requested, the Initial Application or Subsequent Application Fee will apply.

4. Occupancy

4.1 BellSouth will notify T-Mobile in writing that the Collocation Space is ready for occupancy ("Space Ready Date"). T-Mobile will schedule and complete an acceptance walkthrough of each Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notifying T-Mobile that the collocation space is ready for occupancy. In the event that T-Mobile fails to complete an acceptance walkthrough within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by T-Mobile and billing will commence on the sixteenth day after BellSouth releases the collocation space. T-Mobile must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for cross connects until receipt of such notice. For purposes of this paragraph, T-Mobile's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

4.2 Termination of Occupancy. In addition to any other provisions addressing Termination of Occupancy in this Agreement, T-Mobile may terminate occupancy in a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy. A Subsequent Application Fee will not apply for termination of occupancy. BellSouth may terminate T-Mobile's right to occupy the Collocation Space in the event T-Mobile fails to comply with any material provision of this Agreement after the cure period provided herein.

4.2.1 Upon termination of such occupancy, T-Mobile at its expense shall remove its equipment and other property from the Collocation Space. T-Mobile shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of T-Mobile's Guests, unless T-Mobile's guest has assumed responsibility for the collocation space housing the Guest's equipment and executed the documentation required by BellSouth prior to such removal date. T-Mobile shall continue payment of monthly fees to BellSouth until such date as T-Mobile, and if applicable T-Mobile's Guest, has fully vacated the Collocation Space and the Space Relinquish Form has been accepted by BellSouth. Should T-Mobile or T-Mobile's Guest fail to vacate the Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and other property of T-Mobile or T-Mobile's Guest at T-Mobile's expense and with no liability for damage or injury to T-Mobile or T-Mobile's Guest's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of T-Mobile's right to occupy Collocation Space, T-Mobile shall surrender such Collocation Space to BellSouth in substantially the same condition as existed when first occupied by T-Mobile except for ordinary wear and tear, unless

otherwise agreed to by the Parties. T-Mobile's BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth's guidelines and specifications including but not limited to Central Office Record Drawings and ERMA Records. T-Mobile shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits, power cables, etc.), at the termination of occupancy and restoring the grounds to their original condition.

5. Use of Collocation Space

5.1 Equipment Type. BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth's network in the provision of telecommunications services, as the term "necessary" is defined by FCC 47 C.F.R. Section 51.323 (b). The primary purpose and function of any equipment collocated in a Premises must be for interconnection to BellSouth's network in the provision of telecommunications services.

5.1.1 Examples of equipment that would not be considered necessary include but are not limited to: Traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support CLEC network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on BellSouth's Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to permit collocation of any equipment on a nondiscriminatory basis.

5.1.2 Such equipment must at a minimum meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 safety requirements as outlined in the Telcordia Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on T-Mobile's failure to comply with this Section.

5.1.3 T-Mobile shall not request more DS0, DS1, DS3 and optical terminations for a collocation arrangement than the total port or termination capacity of the transmission equipment physically installed in the arrangement. The total capacity of the transmission equipment collocated in the arrangement will include equipment contained in the application in question as well as equipment already placed in the arrangement. If full network termination capacity of the transmission equipment being installed is not requested in the application, additional network terminations for

the installed equipment will require the submission of another application. In the event that T-Mobile submits an application for terminations that exceed the total capacity of the collocated equipment, T-Mobile will be informed of the discrepancy and will be required to submit a revision to the application.

5.1.4 T-Mobile shall not use the Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Collocation Space or on the grounds of the Premises.

5.1.5 T-Mobile shall place a plaque or other identification affixed to T-Mobile's equipment necessary to identify T-Mobile's equipment, including a list of emergency contacts with telephone numbers.

5.2 Entrance Facilities. T-Mobile may elect to place T-Mobile-owned or T-Mobile-leased fiber entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection in close proximity to the Premises building housing the Collocation Space, such as an entrance manhole or a cable vault, which are physically accessible by both Parties. T-Mobile will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. T-Mobile will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced by BellSouth, which will extend from the splice location to T-Mobile's equipment in the Collocation Space. In the event T-Mobile utilizes a non-metallic, riser-type entrance facility, a splice will not be required. T-Mobile must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. At T-Mobile's option BellSouth will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions. In the case of adjacent collocation, unless BellSouth determines that limited space is available for the entrance facilities, copper facilities may be used between the adjacent collocation arrangement and the central office termination point.

5.2.1 Dual Entrance. BellSouth will provide at least two interconnection points at each Premises where there are at least two such interconnection points available and where capacity exists. Upon receipt of a request for physical collocation under this Agreement, BellSouth shall provide T-Mobile with information regarding BellSouth's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose for utilization within 12 months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to T-Mobile's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response.

5.2.2 Shared Use. T-Mobile may utilize spare capacity on an existing interconnector's entrance facility for the purpose of providing an entrance facility to another T-Mobile collocation arrangement within the same BellSouth Premises. BellSouth shall allow the splice, provided that the fiber is non-working fiber. T-Mobile must arrange with

BellSouth for BellSouth to splice the T-Mobile-provided riser cable to the spare capacity on the entrance facility. The rates set forth in Exhibit C will apply. If T-Mobile desires to allow a CLEC to use its entrance facilities, additional rates, terms and conditions will apply and shall be negotiated between the Parties.

5.3 Demarcation Point. BellSouth will designate the point(s) of demarcation between T-Mobile's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame (CDF). T-Mobile shall be responsible for providing, and a supplier certified by BellSouth ("T-Mobile's BellSouth Certified Supplier") shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling pursuant to Section 6.12. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. T-Mobile or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.4, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests. At T-Mobile's option and expense, a Point of Termination ("POT") bay or frame may be placed in the Collocation Space, but will not serve as the demarcation point. T-Mobile must make arrangements with a BellSouth Certified Supplier for such placement.

5.3.1 In Tennessee, BellSouth will designate the point(s) of demarcation between T-Mobile's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For connections to BellSouth's network, the demarcation point shall be a T-Mobile provided Point of Termination Bay (POT Bay) in a common area within the Premises. T-Mobile shall be responsible for providing, and a supplier certified by BellSouth shall be responsible for installing and properly labeling/stenciling the POT Bay as well as installing the necessary cabling between T-Mobile's collocation space and the demarcation point. T-Mobile or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.4, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests. BellSouth will negotiate alternative rates, terms and conditions related to the demarcation point in Tennessee in the event that T-Mobile desires to avoid the use of an intermediary device as contemplated by the Tennessee Regulatory Authority.

5.4 T-Mobile's Equipment and Facilities. T-Mobile, or if required by this Agreement, T-Mobile's BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by T-Mobile which must be performed in compliance with all applicable BellSouth policies and guidelines. Such equipment and facilities may include but are not limited to cable(s), equipment, and point of termination connections. T-Mobile and its selected BellSouth Certified Supplier must

follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.

5.5 BellSouth's Access to Collocation Space. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give notice to T-Mobile at least 48 hours before access to the Collocation Space is required. T-Mobile may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that T-Mobile will not bear any of the expense associated with this work.

5.6 Access. Pursuant to Section 12, T-Mobile shall have unescorted access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. T-Mobile agrees to provide the name and social security number or date of birth or driver's license number of each employee, supplier, or agents of T-Mobile or T-Mobile's Guests provided with access keys or devices ("Access Keys") prior to the issuance of said Access Keys. Key acknowledgement forms must be signed by T-Mobile and returned to BellSouth Access Management within fifteen (15) calendar days of T-Mobile's receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgements are current. Access Keys shall not be duplicated under any circumstances. T-Mobile agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of T-Mobile employees, suppliers, Guests, or agents after termination of the employment relationship, contractual obligation with T-Mobile or upon the termination of this Agreement or the termination of occupancy of an individual collocation arrangement.

5.6.1 BellSouth will permit one accompanied site visit to T-Mobile's designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to T-Mobile. T-Mobile must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Premises no later than thirty (30) calendar days prior to the date T-Mobile desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, T-Mobile may submit such a request at any time subsequent to BellSouth's receipt of the Bona Fide Firm Order. In the event T-Mobile desires access to the Collocation Space after submitting such a request but prior to access being approved, in addition to the first accompanied free visit, BellSouth shall permit T-Mobile to access the Collocation Space, accompanied by a security escortat T-Mobile's expense. T-Mobile must request escorted access at least three (3) business days prior to the date such access is desired.

5.7 Lost or Stolen Access Keys. T-Mobile shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key buildings or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), T-Mobile shall pay for all reasonable costs associated with the re-keying or deactivating the card.

5.8 Interference or Impairment. Notwithstanding any other provisions of this Agreement, T-Mobile shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of T-Mobile violates the provisions of this paragraph, BellSouth shall give written notice to T-Mobile, which notice shall direct T-Mobile to cure the violation within forty-eight (48) hours of T-Mobile's actual receipt of written notice or, at a minimum, to commence curative measures within twenty-four (24) hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.

5.8.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if T-Mobile fails to take curative action within said forty-eight (48) hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to T-Mobile's equipment. BellSouth will endeavor, but is not required, to provide notice to T-Mobile prior to taking such action and shall have no liability to T-Mobile for any damages arising from such action, except to the extent that such action by BellSouth constitutes gross negligence or willful misconduct.

5.8.2 For purposes of Section 5.8, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and T-Mobile fails to take curative action within forty-eight (48) hours then BellSouth will establish before the relevant Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to T-Mobile or, if subsequently necessary, the relevant Commission, must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, T-Mobile shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under Section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.

5.9 Personalty and its Removal. Facilities and equipment placed by T-Mobile in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personal property and may be removed by T-Mobile at any time. Any damage caused to the Collocation Space by T-Mobile's employees, agents or representatives during the removal of such property shall be promptly repaired by T-Mobile at its expense.

5.10 Alterations. In no case shall T-Mobile or any person acting on behalf of T-Mobile make any rearrangement, modification, improvement, addition, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the BellSouth Premises without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by T-Mobile. Any material rearrangement, modification, improvement, addition, or other alteration shall require a Subsequent Application and Subsequent Application Fee.

5.11 Janitorial Service. T-Mobile shall be responsible for the general upkeep of the Collocation Space. T-Mobile has the option to arrange directly with a BellSouth Certified Supplier for janitorial services applicable to Caged Collocation Space. BellSouth shall provide a list of such suppliers on a site-specific basis upon request.

6. Ordering and Preparation of Collocation Space

6.1 Should any state or federal regulatory agency impose procedures or intervals applicable to T-Mobile and BellSouth that are different from procedures or intervals set forth in this Section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof.

6.2 Initial Application. For T-Mobile or T-Mobile's Guest(s) initial equipment placement, T-Mobile shall submit to BellSouth a Physical Expanded Interconnection Application Document ("Initial Application"). The Initial Application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. An application fee will apply.

6.3 Subsequent Application. In the event T-Mobile or T-Mobile's Guest(s) desires to modify the Collocation Space after Bona Fide Firm Order, T-Mobile shall complete an application detailing all information regarding the modification to the Collocation Space ("Subsequent Application"). The Subsequent Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Subsequent Application are completed with the appropriate type of information. BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by T-Mobile in the application. BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change

requested by T-Mobile in the Application. Such necessary modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.

6.3.1 Subsequent Application Fee. The application fee paid by T-Mobile for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. The fee for a Subsequent Application where the modification requested has limited effect (e.g., requires labor expenditure but no capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit C. If the modification requires capital expenditure, an Initial Application Fee shall apply.

6.4 Space Preferences. If T-Mobile has previously requested and received a Space Availability Report for the Premises, T-Mobile may submit up to three (3) space preferences on its application identifying specific space identification numbers as referenced on the Space Availability Report. In the event that BellSouth cannot accommodate the T-Mobile's preference(s), T-Mobile may elect to accept the space allocated by BellSouth or may cancel its application and submit another application requesting additional preferences, which will be treated as a new application and an application fee will apply.

6.5 Space Availability Notification.

6.5.1 Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a BellSouth Premises. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide, the items necessary to cause the application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify T-Mobile of the amount of space that is available and no application fee shall apply. When BellSouth's response includes an amount of space less than that requested by T-Mobile or differently configured, T-Mobile must resubmit its application to reflect the actual space available.

6.5.2 BellSouth will respond to a Florida application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Premises. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide, the items necessary to cause the application to become Bona Fide. If a lesser amount of space than requested is available, BellSouth will provide an Application Response for the amount of space that is available and an application fee will be assessed. When BellSouth's Application Response includes an amount of space less than that requested by T-Mobile or differently configured, T-Mobile must amend its application to reflect the actual space available prior to submitting Bona Fide Firm Order.

6.5.3 BellSouth will respond to a Louisiana application within ten (10) calendar days for space availability for one (1) to ten (10) applications; fifteen (15) calendar days for

eleven (11) to twenty (20) applications; and for more than twenty (20) applications, it is increased by five (5) calendar days for every five additional applications received within five (5) business days. If the amount of space requested is not available, BellSouth will notify T-Mobile of the amount of space that is available and no application fee shall apply. When BellSouth's response includes an amount of space less than that requested by T-Mobile or differently configured, T-Mobile must resubmit its application to reflect the actual space available. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide, the items necessary to cause the application to become Bona Fide.

6.6 Denial of Application. If BellSouth notifies T-Mobile that no space is available ("Denial of Application"), BellSouth will not assess an Application Fee. After notifying T-Mobile that BellSouth has no available space in the requested Premises, BellSouth will allow T-Mobile, upon request, to tour the entire Premises within ten (10) calendar days of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Premises must be received by BellSouth within five (5) calendar days of the Denial of Application.

6.7 Filing of Petition for Waiver. Upon Denial of Application, BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit T-Mobile to inspect any floor plans or diagrams that BellSouth provides to the Commission.

6.8 Waiting List. On a first-come, first-served basis governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available according to the position of the telecommunications carriers on said waiting list.

6.8.1 In Florida, on a first-come, first-served basis governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. Sixty (60) calendar days prior to space becoming available, if known, BellSouth will notify the Florida PSC and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of telecommunications carrier on said waiting list. If not known sixty (60) calendar days in advance, BellSouth shall notify the Florida PSC and the telecommunications carriers on the waiting list within two (2) business days of the determination that space is available. A CLEC that, upon denial of physical collocation, requests virtual collocation shall be automatically placed on the waiting list.

6.8.2 When space becomes available, T-Mobile must submit an updated, complete, and correct application to BellSouth within thirty (30) calendar days of such notification. If T-Mobile has originally requested caged collocation space and cageless collocation space becomes available, T-Mobile may refuse such space and notify BellSouth in writing within that time that T-Mobile wants to maintain its place on the waiting list without accepting such space. T-Mobile may accept an amount of space less than its original request by submitting an application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If T-Mobile does not submit such an application or notify BellSouth in writing as described above, BellSouth will offer such space to the next CLEC on the waiting list and remove T-Mobile from the waiting list. Upon request, BellSouth will advise T-Mobile as to its position on the list.

6.9 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Central Offices that are without available space. BellSouth shall update such document within ten (10) calendar days of the date BellSouth becomes aware that there is insufficient space to accommodate physical collocation. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Central Office previously on the space exhaust list.

6.10 Application Response.

6.10.1 In Alabama, when space has been determined to be available, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of the receipt of a Bona Fide application, which will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.

6.10.2 In Kentucky and North Carolina, when space has been determined to be available, BellSouth will provide a written response ("Application Response") within twenty-three (23) business days of the receipt of a Bona Fide application, which will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.

6.10.3 In Tennessee, BellSouth will provide a written response ("Application Response") within fifteen (15) calendar days of receipt of a Bona Fide application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee (Cageless and Virtual), and a firm price quote provided that T-Mobile has given BellSouth a forecast of T-Mobile's collocation needs at least ten (10) calendar days prior to submitting an application if T-Mobile has the TRA ordered rates in their Agreement and twenty (20) calendar days prior to submitting an application if T-Mobile has space preparation rates in their Agreement.

6.10.4 In Florida, within fifteen (15) calendar days of receipt of a Bona Fide application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth

will provide a written response including sufficient information to enable T-Mobile to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8. When T-Mobile submits ten (10) or more Applications within ten (10) calendar days, the initial fifteen (15) day response period will increase by ten (10) days for every additional ten (10) Applications or fraction thereof.

6.10.5 In Georgia, Mississippi and South Carolina, when space has been determined to be available for caged or cageless arrangements, BellSouth will provide a written response within twenty (20) calendar days of receipt of a Bona Fide application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.

6.10.6 In Louisiana, when space has been determined to be available, BellSouth will provide a written response within thirty (30) calendar days for one (1) to ten (10) Applications; thirty-five (35) calendar days for eleven (11) to twenty (20) Applications; and for requests of more than twenty (20) Applications it is increased by five (5) calendar days for every five (5) Applications received within five (5) business days. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.

6.11 Application Modifications.

6.11.1 If a modification or revision is made to any information in the Bona Fide application prior to Bona Fide Firm Order, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of T-Mobile or necessitated by technical considerations, said application shall be considered a new application and shall be handled as a new application with respect to response and provisioning intervals and BellSouth may charge T-Mobile an additional application fee. The fee for an application modification where the modification requested has limited effect (e.g., requires labor expenditure but no capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit C. A modification involving a capital expenditure by BellSouth shall require T-Mobile to submit the application with an Initial Application Fee.

6.12 Bona Fide Firm Order.

6.12.1 In Alabama (Caged Only), North Carolina, and Tennessee, T-Mobile shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when T-Mobile has completed the Application/Inquiry process described in Section 6, preceeding, and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by

BellSouth no later than five (5) business days after T-Mobile's receipt of BellSouth's Application Response to T-Mobile's Bona Fide application in order to receive the intervals set forth in Section 7. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to T-Mobile's Bona Fide application or the application will expire. If the BFFO is received between the fifth business day and the thirtieth calendar day after the Application Response, then the intervals set forth in Section 7.1 will be extended day for day for each day after the fifth business day the Bona Fide Firm Order is received until the application expires.

6.12.2 Except as otherwise provided, in all States that have ordered provisioning intervals but not addressed Firm Order intervals, the following shall apply._T-Mobile shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Firm Order to BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to T-Mobile's Bona Fide application or the Application will expire.

6.12.3 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of T-Mobile's Bona Fide Firm Order within seven (7) calendar days of receipt indicating that the Bona Fide Firm Order has been received. A BellSouth response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a Bona Fide Firm Order.

7. Construction and Provisioning

7.1 Construction and Provisioning Intervals.

7.1.1 In Kentucky and North Carolina, BellSouth will complete construction for collocation arrangements within seventy-six (76) business days from receipt of an Application or as agreed to by the Parties. Under extraordinary conditions, BellSouth will complete construction for collocation arrangements within ninety-one (91) business days. Examples of extraordinary conditions include, but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. In the event T-Mobile submits a forecast as described in the following paragraph three (3) months or more prior to the application date, the above intervals shall apply. In the event T-Mobile submits such a forecast between two (2) months and three (3) months prior to the application date, the above intervals may be extended by one (1) additional month. In the event T-Mobile submits such a forecast less than two (2) months prior to the application date, the above intervals may be extended by sixty (60) calendar days. BellSouth will attempt to meet standard intervals for unforecasted requests and any interval adjustments will be discussed with T-Mobile at the time the application is received. Raw space, which is space lacking the necessary infrastructure to provide collocation space including but not limited to

HVAC, Power, etc., conversion time frames fall outside the normal intervals and are negotiated on an individual case basis. Additionally, installations to existing collocation arrangements for line sharing or line splitting, which include adding cable, adding cable and splitter, and adding a splitter, will be forty five (45) business days from receipt of an application.

7.1.1.1 To be considered a timely and accurate forecast, T-Mobile must submit to BellSouth the CLEC Forecast Form, as set forth in Exhibit B attached hereto, containing the following information: Central Office/Serving Wire Center CLLI, number of Caged square feet and/or Cageless bays, number of DS0, DS1, DS3 frame terminations, number of fused amps and planned application date.

7.1.2 In Alabama, BellSouth will complete construction for caged collocation arrangements as soon as possible within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. BellSouth will complete construction for cageless collocation arrangements when preconditioned space is available within thirty (30) calendar days from receipt of Bona Fide Firm Order (ordinary conditions) or as agreed to by the Parties. Under extraordinary conditions, BellSouth will complete construction for cageless collocation arrangements as soon as possible within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. Preconditioned space is defined as when all infrastructure is in place and only a record change is required to show that the space has been assigned to T-Mobile. Ordinary conditions are defined as space available with only minor changes to support systems required, such as, but not limited to HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include, but are not limited to, major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.

7.1.3 In Florida, BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. For changes to collocation space after initial space completion ("Augmentation"), BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of forty-five (45) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and T-Mobile cannot agree upon a completion date, within forty-five (45) calendar days of receipt of the Bona Fide Firm Order for an initial request, and within thirty (30) calendar days for Augmentations, BellSouth may seek an extension from the Florida PSC.

7.1.4 In Georgia, Mississippi and South Carolina, BellSouth will complete construction for caged collocation arrangements under ordinary conditions as soon as possible and

within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. BellSouth will complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a Bona Fide Firm Order and ninety (90) calendar days for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.

7.1.5 In Louisiana, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days for caged and sixty (60) calendar days for cageless from receipt of a Bona Fide Firm Order for an initial request, and within sixty (60) calendar days for an Augmentation or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within one hundred twenty (120) calendar days for caged and ninety (90) calendar days for cageless from the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.

7.1.6 In Tennessee, BellSouth will complete construction for collocation arrangements under ordinary conditions as follows: (i) for caged collocation arrangements, within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order, or as agreed to by the Parties; (ii) for cageless collocation arrangements, within thirty (30) calendar days from receipt of a Bona Fide Firm Order when there is conditioned space and T-Mobile installs the bays/racks. In no event shall the provisioning interval for cageless collocation exceed ninety (90) calendar days from the receipt of a Bona Fide Firm Order, unless otherwise agreed to by the parties. Under extraordinary conditions, BellSouth may elect to renegotiate an alternative provisioning interval with T-Mobile or seek a waiver from this interval from the Commission. For the purpose of defining conditioned space as referenced in the Commission order setting intervals for cageless collocation in Tennessee, conditioned space is defined as follows: i) floor space must be available; ii) floor space must be equipped with adequate air conditioning to accommodate equipment listed on application; iii) Cable

racking, any fiber duct, riser cable support structure and power cable support structure must be in place to support equipment listed on the application; and iv) power plant capacity at BDFB or main power board must be available. If LGX or DGX equipment is requested on the application and adequate existing capacity is not available then conditioned space is considered unavailable. If BellSouth is required by the application to place power cabling, conditioned space is considered unavailable.

7.2 Joint Planning. Joint planning between BellSouth and T-Mobile will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a Bona Fide Firm Order. BellSouth will provide the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide application and affirmed in the Bona Fide Firm Order. The Collocation Space completion time period will be provided to T-Mobile during joint planning.

7.3 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.

7.4 Acceptance Walk Through. T-Mobile will schedule and complete an acceptance walkthrough of each Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notifying T-Mobile that the collocation space is ready for occupancy (Space Ready Date). In the event that T-Mobile fails to complete an acceptance walkthrough within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by T-Mobile. BellSouth will correct any deviations to T-Mobile's original or jointly amended requirements within seven (7) calendar days after the walkthrough, unless the Parties jointly agree upon a different time frame.

7.5 Circuit Facility Assignments (CFAs). Unless otherwise specified, BellSouth will provide CFAs to T-Mobile prior to the Commission Ordered Space Ready Date for those Premises in which T-Mobile has a physical collocation arrangement with no POT bay or with a POT bay provided by BellSouth prior to 6/1/99. BellSouth cannot provide CFAs to T-Mobile prior to the Commission Ordered Space Ready Date for those Premises in which T-Mobile has a physical collocation arrangement with a POT bay provided by T-Mobile prior to 6/1/99 or a virtual collocation arrangement until T-Mobile provides BellSouth with the following information:

For T-Mobile -provided POT bay - a complete layout of the POT panels (equipment inventory update (EIU) form) showing locations, speeds, etc.

For virtual - a complete layout of T-Mobile's equipment (equipment inventory update (EIU) form), including the locations of the low speed ports and the specific frame terminations to which the equipment will be wired by T-Mobile's Certified Supplier

BellSouth cannot begin work on the CFAs until the complete and accurate EIU form is received from T-Mobile. If this EIU is provided ten (10)

calendar days prior to the Commission Ordered Space Ready Date, then CFAs will be made available by the Commissioned Ordered Space Ready Date. If this EIU is not received ten (10) calendar days prior to the Commissioned Ordered Space Ready Date, then the CFAs will be provided within ten (10) calendar days of receipt of the EIU.

7.5.1 BellSouth will bill T-Mobile a nonrecurring charge as set forth in Exhibit C each time T-Mobile requests a resend of its CFAs.

7.6 Use of BellSouth Certified Supplier. T-Mobile shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. T-Mobile and T-Mobile's BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, T-Mobile may select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide T-Mobile with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing T-Mobile's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and T-Mobile upon successful completion of installation, etc. The BellSouth Certified Supplier shall bill T-Mobile directly for all neither work performed for T-Mobile pursuant to this Agreement and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Supplier. BellSouth shall make available to T-Mobile or any supplier proposed by T-Mobile its BellSouth Certified Supplier program and shall not unreasonably withhold such certification. All work performed by or for T-Mobile shall conform to generally accepted industry guidelines and standards.

7.7 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth equipment and facilities. T-Mobile shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service T-Mobile's Collocation Space. Upon request, BellSouth will provide T-Mobile with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by T-Mobile. Both Parties shall use best efforts to notify the other of any verified environmental hazard known to that Party.

7.8 Virtual to Physical Collocation Relocation. In the event physical Collocation Space was previously denied at a location due to technical reasons or space limitations, and physical Collocation Space has subsequently become available, T-Mobile may relocate its virtual collocation arrangements to physical collocation arrangements and pay the appropriate fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by T-Mobile, such information will be provided to T-Mobile in BellSouth's written denial of physical collocation. To the extent that (i) physical Collocation

Space becomes available to T-Mobile within one hundred eighty (180) calendar days of BellSouth's written denial of T-Mobile's request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) T-Mobile was not informed in the written denial that physical Collocation Space would become available within such one hundred eighty (180) calendar days, then T-Mobile may relocate its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. T-Mobile must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Collocation Space to its physical Collocation Space and will bear the cost of such relocation.

7.8.1 In Alabama, BellSouth will complete a relocation from virtual collocation to cageless physical collocation within sixty (60) calendar days and from virtual collocation to caged physical collocation within ninety (90) calendar days.

7.9 Virtual to Physical Conversion (In Place). Virtual collocation arrangements may be converted to "in-place" physical arrangements if the potential conversion meets the following four criteria: 1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual collocation arrangement; 2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its own future needs; 3) the converted arrangement does not limit BellSouth's ability to secure its own equipment and facilities due to the location of the virtual collocation arrangement; and 4) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. The application fee for the conversion from virtual to in-place, physical collocation is as set forth in Exhibit C. Unless otherwise specified, BellSouth will complete virtual to in-place physical collocation conversions within sixty (60) calendar days.

7.9.1 In Alabama and Florida, for Virtual to Physical Conversions (In Place) that require no physical changes, the only applicable charges shall cover the administrative, billing, and engineering record updates. BellSouth will bill T-Mobile an Administrative Only Application Fee as set forth in Exhibit C for these charges.

7.9.2 In Alabama and Tennessee, BellSouth will complete Virtual to Physical Conversions (In Place) within thirty (30) calendar days.

7.10 Cancellation. If, at anytime prior to space acceptance, T-Mobile cancels its order for the Collocation Space(s) ("Cancellation"), BellSouth will bill the applicable non-recurring rate for any and all work processes for which work has begun.

7.10.1 In Georgia, if T-Mobile cancels its order for Collocation Space at any time prior to space acceptance, BellSouth will bill T-Mobile for all costs incurred prior to the date of Cancellation and for any costs incurred as a direct result of the Cancellation, not to exceed the total amount that would have been due had the order not been cancelled.

7.11 Licenses. T-Mobile, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Collocation Space.

7.12 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit A attached hereto.

8. Rates and Charges

8.1 Application Fee. BellSouth shall assess an Application Fee via a service order, which shall be issued at the time BellSouth responds that space is available pursuant to Section 6. Payment of said application fee will be due as dictated by T-Mobile's current billing cycle and is non-refundable.

8.2 Space Preparation

8.2.1 Recurring Charges. The recurring charges for space preparation begin on the date T-Mobile executes the written document accepting the collocation space ("Space Acceptance Date") pursuant to Section 7 or the date T-Mobile takes possession of the space, whichever is first. However, if T-Mobile fails to schedule and complete an acceptance walk through within fifteen (15) calendar days after BellSouth releases the space for occupancy (Space Ready Date), BellSouth shall begin billing T-Mobile for recurring charges as of the sixteenth day after the Space Ready Date.

8.2.2 Space preparation fees consist of a nonrecurring charge for firm order processing and monthly recurring charges for central office modifications, assessed per arrangement, per square foot, and common systems modifications, assessed per arrangement, per square foot for cageless collocation and per cage for caged collocation. T-Mobile shall remit payment of the nonrecurring firm order processing fee coincident with submission of a Bona Fide Firm Order. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event T-Mobile opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to T-Mobile as prescribed in this Section.

8.3 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed.

8.4 Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the Premises but does not recover any power-related costs incurred by BellSouth. When the Collocation Space is enclosed, T-Mobile shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, T-Mobile shall pay floor space charges based upon the following floor space calculation: [(depth of the equipment lineup in which the rack is placed) + (0.5 x maintenance aisle depth) + (0.5 x wiring aisle depth)] X (width of rack and spacers).

For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event T-Mobile's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, T-Mobile shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement.

8.4.1 The recurring charges for floor space begin on the Space Acceptance Date or on the date T-Mobile first occupies the Collocation Space, whichever is first. However, if T-Mobile fails to schedule and complete an acceptance walk through within fifteen (15) calendar days after BellSouth releases the space for occupancy, BellSouth shall begin billing T-Mobile for recurring charges as of the sixteenth day after the Space Ready Date.

8.5 Power. BellSouth shall make available –48 Volt (-48V) DC power for T-Mobile's Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay ("BDFB") at T-Mobile's option within the Premises.

8.5.1 Recurring charges for -48V DC power will be assessed per ampere per month based upon the BellSouth Certified Supplier engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable rack to T-Mobile's equipment or space enclosure. Recurring power charges begin on the Space Acceptance Date or on the date T-Mobile first occupies the Collocation Space, whichever is first. However, if T-Mobile fails to schedule and complete an acceptance walk through within fifteen (15) calendar days after BellSouth releases the space for occupancy, BellSouth shall begin billing T-Mobile for recurring charges as of the sixteenth day after the Space Ready Date. When obtaining power from a BDFB, fuses and power cables (A&B) must be engineered (sized), and installed by T-Mobile's BellSouth Certified Supplier. When obtaining power from a BellSouth power board, power cables (A&B) must be engineered (sized), and installed by T-Mobile's BellSouth Certified Supplier. T-Mobile is responsible for contracting with a BellSouth Certified Supplier for power distribution feeder cable runs from a BellSouth BDFB or power board to T-Mobile's equipment. The determination of the BellSouth BDFB or BellSouth power board as the power source will be made at BellSouth's sole, but reasonable, discretion. The BellSouth Certified Supplier contracted by T-Mobile must provide BellSouth a copy of the engineering power specification prior to the day on which T-Mobile's equipment becomes operational. BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB or power board and T-Mobile's arrangement area. T-Mobile shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within T-Mobile's arrangement, power cable feeds, and terminations of cable. Any terminations at a BellSouth power board must be performed by a BellSouth Certified Supplier. T-Mobile shall comply with all applicable National Electric Code (NEC), BellSouth TR73503, Telcordia and ANSI Standards regarding power cabling.

8.5.2 If T-Mobile elects to install its own DC Power Plant, BellSouth shall provide AC power to feed T-Mobile's DC Power Plant. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by T-Mobile's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. T-Mobile's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the equipment becoming operational. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit C. At T-Mobile's option, T-Mobile may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.

8.5.3 In Tennessee, recurring charges for -48V DC power consumption will be assessed per ampere per month based upon the engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable rack to T-Mobile's equipment or space enclosure. T-Mobile shall contract with a Certified Supplier who will be responsible for the following: dedicated power cable support structure within T-Mobile's arrangement and terminations of cable within the collocation space. Recurring power charges begin on the Space Acceptance Date or on the date T-Mobile first occupies the Collocation Space, whichever is first. If T-Mobile fails to schedule and complete an acceptance walk through within fifteen (15) calendar days after BellSouth releases the space for occupancy, BellSouth shall begin billing T-Mobile for recurring charges as of the sixteenth day after the Space Ready Date.

8.5.3.1 In Tennessee, non-recurring charges for –48V DC power distribution will be based on the common power feeder cable support structure between the BellSouth BDFB and T-Mobile's arrangement area.

8.5.4 In Alabama, Louisiana and South Carolina, T-Mobile has the option to purchase power directly from an electric utility company. Under such an option, T-Mobile is responsible for contracting with the electric utility company for its own power feed and meter, and is financially responsible for purchasing all equipment necessary to accomplish the arrangement, including inverters, batteries, power boards, bus bars, BDFBs, backup power supplies and cabling. The actual work to install this arrangement must be performed by a BellSouth Certified Supplier hired by T-Mobile. T-Mobile's BellSouth Certified Supplier must comply with all applicable safety codes, including the National Electric Safety Codes, in installing this power arrangement. Any floor space, cable racking, etc utilized by T-Mobile in provisioning said power will be billed on an ICB basis.

8.5.5 If T-Mobile requests a reduction in the amount of power that BellSouth is currently providing T-Mobile must submit a Subsequent Application. If no modification to the Collocation Space is requested other than the reduction in power, the Subsequent Application Fee for Power Reduction as set forth in Exhibit C will apply. If

modifications are requested in addition to the reduction of power the Subsequent Application Fee will apply.

8.5.5.1 In Alabama, if T-Mobile is currently served from the BellSouth power board and requests to be connected to a BellSouth BDFB, in a specific central office, T-Mobile must submit a Subsequent Application. BellSouth must respond to such application within seven (7) calendar days and no application fee will apply.

8.6 Security Escort. A security escort will be required whenever T-Mobile or its approved agent desires access to the entrance manhole or must have access to the Premises after the one accompanied site visit allowed pursuant to Section 5 prior to completing BellSouth's Security Training requirements. Rates for a security escort are assessed according to the schedule appended hereto as Exhibit C beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and T-Mobile shall pay for such half-hour charges in the event T-Mobile fails to show up.

8.7 Cable Record Charges. These charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of three thousand six hundred (3600) records. The Fiber cable record charge is for a maximum of ninety-nine (99) records.

8.8 Transfer of Ownership. If T-Mobile decides to transfer their Collocation Space to another CLEC, T-Mobile must contact their Account Team Collocation Coordinator (ATCC) for information on the required process and applicable documentation. To initiate the process, T-Mobile must file an application with an Administrative Only Application Fee as set forth in Exhibit C.

8.8.1 A critical component in the transfer of ownership of Collocation Space process is the provision of a complete list of all working circuits and the associated Billing Account Numbers (BANs) to be transferred in a specified spreadsheet format from the transferring CLEC to BellSouth. T-Mobile has the option of providing this information itself or of employing BellSouth's Professional Services Group to perform this function for T-Mobile. If after receiving this inventory BellSouth determines that the list is incomplete, BellSouth's Professional Services Group will be retained to provide the missing and/or incorrect information and bill T-Mobile the applicable hourly rate, in addition to any other fees, for determining the additional circuit information needed to complete the transfer of service.

8.9 Equipment Removal. If T-Mobile decides to remove equipment from its Collocation Space and the removal requires no physical changes, BellSouth will bill T-Mobile an Administrative Only Application Fee as set forth in Exhibit C for these charges.

8.10 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party.

9. Insurance

9.1 T-Mobile shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section 9 and underwritten by insurance companies licensed to do business in the states applicable under this Agreement and having a Best's Insurance Rating of A-.

9.2 T-Mobile shall maintain the following specific coverage:

9.2.1 Commercial General Liability coverage in the amount of ten million dollars ($10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars ($10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.

9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars ($100,000.00) each accident, one hundred thousand dollars ($100,000.00) each employee by disease, and five hundred thousand dollars ($500,000.00) policy limit by disease.

9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of T-Mobile's real and personal property situated on or within BellSouth's Central Office location(s).

9.2.4 T-Mobile may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.

9.3 The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) days notice to T-Mobile to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

9.4 All policies purchased by T-Mobile shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Premises and shall remain in effect for the term of this Agreement or until all T-Mobile's property has been removed from BellSouth's Premises, whichever period is longer. If T-Mobile fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from T-Mobile.

9.5 T-Mobile shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. T-Mobile shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from T-Mobile's insurance company. T-Mobile shall forward a certificate of

insurance and notice of cancellation/non-renewal to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
17H53 BellSouth Center
675 W. Peachtree Street
Atlanta, Georgia 30375

9.6 T-Mobile must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.

9.7 Self-Insurance. If T-Mobile's net worth exceeds five hundred million dollars ($500,000,000), T-Mobile may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 9.2.1 and 9.2.2. T-Mobile shall provide audited financial statements to BellSouth thirty (30) days prior to the commencement of any work in the Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to T-Mobile in the event that self-insurance status is not granted to T-Mobile. If BellSouth approves T-Mobile for self-insurance, T-Mobile shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of T-Mobile's corporate officers. The ability to self-insure shall continue so long as the T-Mobile meets all of the requirements of this Section. If T-Mobile subsequently no longer satisfies this Section, T-Mobile is required to purchase insurance as indicated by Sections 9.2.1 and 9.2.2.

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

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

10. Mechanics Liens

10.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or T-Mobile), 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 an inspection of T-Mobile's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between T-Mobile's equipment and equipment of BellSouth. BellSouth may conduct an inspection if T-Mobile adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide T-Mobile 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 Unless otherwise specified, T-Mobile will be required, at its own expense, to conduct a statewide investigation of criminal history records for each T-Mobile employee hired in the past five years being considered for work on the BellSouth Premises, for the states/counties where the T-Mobile 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. T-Mobile shall not be required to perform this investigation if an affiliated company of T-Mobile has performed an investigation of the T-Mobile employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if T-Mobile has performed a pre-employment statewide investigation of criminal history records of the T-Mobile employee for the states/counties where the T-Mobile 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 T-Mobile will be required to administer to its personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.

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

12.3 T-Mobile shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions disclosed as a result of the investigation pursuant to Section 12.1. T-Mobile shall not assign to the BellSouth Premises any personnel with

records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any T-Mobile personnel who have been identified to have felony or misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that T-Mobile chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, T-Mobile 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).

12.3.1 T-Mobile 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.

12.3.2 T-Mobile shall not knowingly assign to the BellSouth Premises any individual who was a former supplier 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.

12.4 For each T-Mobile employee or agent hired by T-Mobile within five years of being considered for work on the BellSouth Premises, who requires access to a BellSouth Premises pursuant to this Agreement, T-Mobile shall furnish BellSouth, prior to an employee or agent 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, T-Mobile will disclose the nature of the convictions to BellSouth at that time. In the alternative T-Mobile 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.

12.4.1 For all other T-Mobile employees requiring access to a BellSouth Premises pursuant to this Attachment, T-Mobile shall furnish BellSouth, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 12.4 above and that security training was completed by the employee.

12.5 At BellSouth's request, T-Mobile shall promptly remove from BellSouth's Premises any employee of T-Mobile 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 T-Mobile is found interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation of the incident shall promptly be commenced by BellSouth.

12.6 Notification to BellSouth. BellSouth reserves the right to interview T-Mobile's employees, agents, or suppliers 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 T-Mobile's Security contact of such

interview. T-Mobile and its suppliers shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving T-Mobile's employees, agents, or suppliers. Additionally, BellSouth reserves the right to bill T-Mobile for all reasonable costs associated with investigations involving its employees, agents, or suppliers if it is established and mutually agreed in good faith that T-Mobile's employees, agents, or suppliers are responsible for the alleged act. BellSouth shall bill T-Mobile for BellSouth property which is stolen or damaged where an investigation conclusively determines the culpability of T-Mobile's employees, agents, or suppliers and where T-Mobile agrees, in good faith, with the results of such investigation. T-Mobile shall notify BellSouth in writing immediately in the event that T-Mobile 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, any employee found to have violated the security and safety requirements of this Section. Each Party shall hold the other harmless for any damages resulting from removal of the other Party's personnel from BellSouth's premises.

12.7 Use of Supplies. Unauthorized use of equipment, supplies or other property by either Party, whether or not used routinely to provide telephone service will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the using Party, as may be all associated investigative costs.

12.8 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.

12.9 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 Collocation Space

13.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for T-Mobile's permitted use hereunder, then either Party may elect within ten (10) business days after such damage, to terminate occupancy of the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for T-Mobile'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 T-Mobile, 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. T-Mobile may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a BellSouth Certified Supplier is used and the necessary space preparation has been completed. If T-Mobile's acceleration of the project increases the cost of the project, then those additional charges will be incurred by T-Mobile. Where allowed and where practical, T-Mobile may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, T-Mobile shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for T-Mobile's permitted use, until such Collocation Space is fully repaired and restored and T-Mobile's equipment installed therein (but in no event later than thirty (30) calendar days after the Collocation Space is fully repaired and restored). Where T-Mobile has placed an Adjacent Arrangement pursuant to Section 3, T-Mobile shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this Section, BellSouth will restore the associated services to the Adjacent Arrangement.

14. **Eminent Domain**

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

15. **Nonexclusivity**

15.1 T-Mobile understands that this Agreement 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.

16. Notices

16.1 Except as otherwise provided herein, any notices or demands that are required by law or under the terms of this Agreement shall be given or made by T-Mobile or BellSouth in writing and shall be given by hand delivery, or by certified or registered mail, and addressed to the parties as follows:

To BellSouth:
600 N. 19th Street
9th Floor
Birmingham, AL 35240
ATTN: CLEC Acct. Team

To T-Mobile:
12920 SE 38th St.
Bellevue, WA 98006
ATTN: General Counsel

16.2 Such notices shall be deemed to have been given in the case of certified or registered mail when deposited in the United States mail with postage prepaid.

17. Indemnity/Limitations of Liability

17.1 T-Mobile shall be liable for any damage to property, equipment or facilities or injury to any person proximately caused by the activities of T-Mobile, its agents or employees under this Agreement. T-Mobile shall indemnify and hold BellSouth harmless from and against any judgments, fees, costs or other expenses resulting or claimed to result from such activities by T-Mobile, its agents or employees. BellSouth shall be liable for any damage to property, equipment or facilities or injury to any person proximately caused by the activities of Bellsouth, its agents or employees under this Agreement. BellSouth shall indemnify and hold T-Mobile harmless from and against any judgments, fees, costs or other expenses resulting or claimed to result from such activities by BellSouth, its agents or employees.

17.2 BellSouth shall not be liable to T-Mobile for any interruption of T-Mobile's service or for interference with the operation of T-Mobile's communications facilities, except to the extent caused by BellSouth's gross negligence or willful misconduct.

17.3 Except as otherwise provided in this Agreement, (i) under no circumstance shall either Party be responsible or liable to the other or the other's customers for indirect, incidental, consequential, reliance or special damages, (including, but not limited to, damages for economic loss or lost business or profits, harm to business, damages arising from the use of the Collocation Space or performance of equipment or software, or from the loss of use of software or equipment, or accessories attached thereto, or from delay, error, or loss of data) regardless of the form of action, whether in contract, warranty, strict liability or tort, including without limitation negligence of any kind, whether active or passive, and regardless of whether the Parties knew of the possibility that such damages could result; and (ii) T-Mobile agrees to indemnify, defend and hold harmless BellSouth from and against any and all indirect, incidental, consequential, reliance or special damages, or damages resulting from any interruption of the service associated with the Collocation Space or interference with the operation of T-Mobile's communications facilities, suffered by T-Mobile or its customers.

17.4 Nothing contained in this Section 17 shall require a Party to indemnify or hold harmless the other Party for or against claims, damages, expenses or any other costs resulting from the other Party's gross negligence or willful misconduct or, to the extent such indemnification or hold harmless would be contrary to public policy, void or unenforceable, the other Party's sole negligence.

17.5 T-Mobile shall in no event be liable to BellSouth for any costs whatsoever resulting from the presence or release of any Environmental Hazard that T-Mobile did not introduce so long as the actions of T-Mobile do not cause or substantially contribute to the release of any Environmental Hazard. BellSouth shall, at T-Mobile's request, indemnify, defend, and hold harmless T-Mobile from and against any and all Claims that arise out of or from (i) any Environmental Hazard that BellSouth, its suppliers or its agents introduce; or (ii) the presence or release of any Environmental Hazard for which BellSouth is responsible under applicable law, to the extent the release of any Environmental Hazard is not caused or substantially contributed to by T-Mobile's actions. For purposes of this Section 16, "Environmental Hazard" is defined as (i) a release, discharge, leak, spill or disposal (collectively referred to hereafter as "release") of hazardous material that has occurred on premises or property that is related to the performance of this Agreement and that is demonstrated through applicable or appropriate testing method to require remediation or removal as determined by all laws, ordinances, statutes, codes, rules, regulations, orders and decrees of the United States, the state, county, city or any other political subdivision in which the release has occurred, and any other jurisdiction over the release, including any applicable federal and state case law and common law interpreting any of the foregoing; or (ii) any event involving, or exposure to, hazardous materials which poses risks to human health, safety or the environment (including, without limitation indoor or outdoor environment(s) and is regulated under any applicable laws or regulations as described in subsection (i) above.

17.5.1 BellSouth shall in no event be liable to T-Mobile for any costs whatsoever resulting from the presence or release of any Environmental Hazard that BellSouth did not introduce so long as the actions of BellSouth do not cause or substantially contribute to the release of any Environmental Hazard. T-Mobile shall, at BellSouth's request, indemnify, defend, and hold harmless BellSouth from and against any Claims that arise out of or from (i) any Environmental Hazard that T-Mobile, its respective contractors or agents introduce; or (ii) the presence or release of any Environmental Hazard for which T-Mobile is responsible under applicable law, to the extent the release of any Environmental Hazard is not caused or substantially contributed to by BellSouth's actions.

17.6 Conditions to Indemnification. As a condition to either Party's ("Indemnifying Party") obligations to indemnify, defend or hold the other Party (the "Indemnified Party") harmless under this Agreement, (i) the Indemnified Party must give the Indemnifying Party prompt written notice of any actual or threatened losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and reasonable attorney's fees for which indemnification is claimed under this Agreement (all of the foregoing collectively referred to in this Agreement as "Claim(s)"); (ii) the Indemnified Party, promptly upon the request of the Indemnifying Party, must reasonably cooperate in the defense, settlement or compromise of any Claim(s); and (iii) the Indemnifying Party shall have control over the defense against the Claim(s) and over the terms of any proposed

settlement or compromise thereof that does not impose upon the Indemnified Party any affirmative obligation other than the payment of money against which the Indemnified Party is indemnified; provided, however, the Indemnified Party, at the Indemnifying Party's expense, may participate in such defense or settlement through counsel of its own choosing if the Indemnified Party reasonably concludes that the defense of such claim is not being pursued diligently; and provided further, that if the Indemnified Party rejects any reasonable compromise or settlement ("Settlement Proposal"), it may take over the defense, settlement or compromise of that Claim upon written notice to the Indemnifying Party, and, upon its receipt of said notice, the Indemnifying Party's obligations to defend the Indemnified Party will be automatically excused under this Agreement with respect to that Claim (but not with respect to any other Claim) and the Indemnifying Party's indemnification and hold harmless obligations for that Claim (but not with respect to any other Claim) will be excused to the extent it exceeds the reasonable Settlement Proposal. In the event the Parties do not agree on the reasonableness of the Indemnified Party's conclusion that the defense of such claim is not being pursued diligently, the Indemnifying Party may request that the issue of whether the defense was being pursued diligently, and only that issue may be litigated.

18. Intellectual Property Rights and Indemnification

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

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

has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.

18.3 Intellectual Property Remedies

18.3.1 Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service in the manner contemplated under this Agreement and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 17 preceding.

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

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

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

18.3.2.3 In the event Section 18.3.2.1 or 18.3.2.2 are commercially unreasonable, then said Party may terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.

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

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

18.4 Dispute Resolution. Any claim arising under this Section 18 shall be excluded from the dispute resolution procedures set forth in Section 24 and shall be brought in a court of competent jurisdiction.

19. Force Majeure

19.1 Neither party shall be in default by reason of any failure in performance of this Agreement, in accordance with its terms and conditions, if such failure arises out of causes beyond the control of the nonperforming party including, but not restricted to, acts of God, acts of government, war, terrorists acts insurrections, fires, floods, accidents, epidemics, quarantines, restrictions, strikes, freight embargoes, inability to secure raw materials or transportation facilities, acts or omissions of carriers or any and all other causes beyond the party's control (collectively, "force majeure events"). Each Party shall exercise its best efforts to mitigate the damage, duration or other adverse effects of any force majeure event. Any provision of this Agreement notwithstanding, T-Mobile has no obligation or other liability to pay for collocation space destroyed, damaged or otherwise rendered unusable through no fault of T-Mobile.

20. Assignment

20.1 T-Mobile acknowledges that this Agreement does not convey any right, title or interest in the Central Office to T-Mobile. This Agreement is not assignable by either party without the prior written consent of the other party not to be unreasonably withheld, and any attempt to assign any of the rights, duties or obligations of this Agreement without such consent is void. Notwithstanding the foregoing, either party may assign any rights, duties or obligations of this Agreement to a parent, subsidiary or Affiliate without the consent of the other party; provided, however, that the assigning Party shall notify the other Party in writing of such assignment thirty (30) days prior to the Effective Date thereof. The Parties shall amend this Agreement to reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations. Notwithstanding anything to the contrary in this Section, T-Mobile shall not assign this Agreement to any Affiliate or non-affiliated entity unless either (1) T-Mobile pays all undisputed bills, past due and current, under this Agreement, or (2) T-Mobile's assignee expressly assumes liability for payment of such bills.

21. No Implied Waiver

21.1 No consent or waiver by either party to or of any breach of any covenant, term, condition, provision or duty of the other party under this Agreement shall be construed as a consent to or waiver of any other breach of the same or any other

covenant, term, condition, provision or duty. No such consent or waiver shall be valid unless in writing and signed by the party granting such consent or waiver.

22. Governing Law

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

23. Compliance with Laws

23.1 The Parties agree to comply with all applicable federal, state, and local laws, rules and regulations in the performance of this Agreement.

24. Resolution of Disputes

24.1 Except as otherwise stated in this Agreement, the Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the parties will petition the Commission in the state where the services are provided pursuant to this Agreement for a resolution of the dispute. However, each party reserves any rights it may have to seek judicial review of any ruling made by the Public Service Commission concerning this Agreement.

24.2 Billing Disputes

24.2.1 Each Party agrees to notify the other Party in writing upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date.

24.2.2 BellSouth reserves the right upon thirty (30) days written notice to T-Mobile to suspend or terminate service for nonpayment of undisputed amounts or amounts that were the subject of a Bona Fide Dispute, which has been resolved in BellSouth's favor under Section 24.1. For purposes of this Section 24.2, Bona Fide Dispute means a dispute of a specific amount of money actually billed by BellSouth. The dispute must be clearly explained by T-Mobile and supported by written documentation from T-Mobile, which clearly shows the basis for T-Mobile's dispute of the charges. The dispute must be itemized to show the Q account and earning number against which the disputed amount applies. By way of example and not by limitation, a Bona Fide 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 Bona Fide Dispute include the refusal to pay other amounts owed by T-Mobile until the dispute is resolved. Claims by T-Mobile for damages of any kind will not be considered a Bona Fide Dispute for purposes of this Section 24.2.2. Once the Bona Fide Dispute is processed in accordance with Section 24.1, T-Mobile will make

immediate payment on any of the disputed amount owed to BellSouth or BellSouth shall have the right to pursue normal collection procedures, including termination or suspension for nonpayment; provided however, BellSouth may not exercise such termination, suspension or other collection procedures (nor refuse to accept new applications or to process pending service orders) during the pendency of the Bona Fide Dispute. Any credits due to T-Mobile, pursuant to the Bona Fide Dispute, will be applied to T-Mobile's account by BellSouth immediately upon resolution of the dispute. The Bona Fide Dispute provisions are in addition to (and not in lieu of) any remedies available to either party in connection with the dispute and either Party may seek relief from the Commission at any time pertaining thereto. After the process described in 24.2.3.1 and 24.2.3.3, if T-Mobile continues to refuse to pay an amount resolved by said process in BellSouth's favor, BellSouth would have the right to terminate the service. T-Mobile would also have the right to go to the Commission at that point.

24.2.3 Resolution of a Bona Fide Dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the Bona Fide Dispute and closure of a specific billing period. If the issues are not resolved within the allotted time frame as specified in Section 24.2.1, the following resolution procedure will begin:

24.2.3.1 If the Bona Fide Dispute is not resolved within sixty (60) days of the Bill Date, the dispute will be escalated to the second level of management for each of the respective Parties for resolution. If the Bona Fide Dispute is not resolved within ninety (90) days of the Bill Date, the dispute will be escalated to the third level of management for each of the respective Parties for resolution. If the Bona Fide Dispute is not resolved within one hundred and twenty (120) days of the Bill Date, the dispute will be escalated to the fourth level of management for each of the respective Parties for resolution.

24.2.3.2 If the Bona Fide Dispute is not resolved within one hundred and fifty (150) days of the Bill Date, either Party, in addition to all other remedies, may petition the Commission for relief and review of the Bona Fide Dispute. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

24.2.3.3 If a Party disputes a charge and does not pay such charge by the payment due date, or pays a disputed charge under protest, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment penalty shall be assessed by the Party in whose favor the Bona Fide Dispute is resolved. In no event, however, shall interest be assessed by either Party on any previously assessed late payment charges. The Parties shall assess interest on previously assessed late payment charges only in a state where it has the authority pursuant to its tariffs.

25. Section Headings

25.1 The section headings used herein are for convenience only, and shall not be deemed to constitute integral provisions of this Agreement.

26. Authority; Joint and Several Liability

26.1 Each of the parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such party has the full right, power and authority to enter into and execute this Agreement on such party's behalf and that no consent from any other person or entity is required as a condition precedent to the legal effect of this Agreement. T-Mobile Wireless Corporation shall be liable for the obligations of itself and its affiliates as set forth in Schedule 1 hereto for any obligations under this Agreement.

26.2 The parties acknowledge that each has had an opportunity to review and negotiate this Agreement and has executed this Agreement only after such review and negotiation. The Parties further agree that this Agreement shall be deemed to have been drafted by both BellSouth and T-Mobile and the terms and conditions contained herein shall not be construed any more strictly against one party or the other.

27. Filing of Agreement

27.1 Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, said costs shall be borne by T-Mobile.

27.2 For electronic filing purposes in the State of Louisiana, the CLEC Louisiana Certification Number is required and must be provided by T-Mobile prior to filing of the Agreement in the State of Louisiana, should T-Mobile wish to do so in the future.

28. Entire Agreement

28.1 This Agreement contains the full understanding of the Parties (superseding all prior or contemporaneous correspondence between the Parties) and shall constitute the entire agreement between BellSouth and T-Mobile and may not be modified or amended other than by a written instrument signed by both parties. If any conflict arises between the terms and conditions contained in this Agreement and those contained in a filed tariff, the terms and conditions of this Agreement shall control.

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

BellSouth Telecommunications, Inc.

By: Pat C Finlen

Name: PATRICK C. FINLEN

Title: ASSISTANT DIRECTOR

Date: 6/12/03

T-Mobile USA, Inc. fka VoiceStream Wireless Corp.

By: A. H

Name: Abdul Saad

Title: Abdul Saad
Vice President
Systems Engineering & Network Operations

Date: 6/11/03

45 of 89

SCHEDULE 1

LIST OF AFFILIATES

VoiceStream GSM I Operating Company, LLC

VoiceStream GSM II Holdings, LLC

VoiceStream Houston, Inc. f/k/a Aerial Houston, Inc.

VoiceStream PCS BTA I Corporation

Cook Inlet/VS GSM IV PCS, LLC

Powertel, Inc.

Powertel/Atlanta, Inc.

Powertel/Birmingham, Inc.

Powertel/Jacksonville, Inc.

Powertel/Memphis, Inc.

Powertel/Kentucky, Inc.

VoiceStream Central Communications, Inc. f/k/a Aerial Communications, Inc.

VoiceStream Tampa/Orlando, Inc. f/k/a Aerial Tampa/Orlando, Inc.

Omnipoint Holdings, Inc.

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 T-Mobile 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 Agreement.

1.2 Notice. BellSouth and T-Mobile 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. T-Mobile should contact 1-800-743-6737 for BellSouth MSDS sheets.

1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for T-Mobile 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 suppliers of BellSouth for environmental protection. T-Mobile will require its suppliers, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by CLEC when operating in the BellSouth Premises.

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

1.7 Coordinated Environmental Plans and Permits. BellSouth and T-Mobile 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 T-Mobile will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, T-Mobile 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 T-Mobile 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, suppliers, or employees concerning its operations at the Facility.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

2.1 When performing functions that fall under the following Environmental categories on BellSouth's Premises, T-Mobile 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. T-Mobile further agrees to cooperate with BellSouth to ensure that T-Mobile'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 T-Mobile, its employees, agents and/or subcontractors.

2.2 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/fire safety emergency	• Fact Sheet Series 17000 • 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 BSTs 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 For questions regarding removing or disturbing materials that contain asbestos, call the BellSouth Building Service Center: AL, MS, TN, KY & LA (local area code) 557-6194 FL, GA, NC & SC (local area code) 780-2740

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 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

THREE MONTH CMRS FORECAST

CMRS NAME _____ **DATE** _____

STATE	Central Office/City	CAGED Sq. Ft.	CAGELESS # Bays		FRAME TERMINATIONS	CMRS 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 - 12". 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.

COLLOCATION - Alabama

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4		Exhibit: B	
													Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																
	Physical Collocation - Application Fee - Initial			CLO	PE1BA		1,879.48	1,879.48	0.51	0.51						
	Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		1,566.60	1,566.60	0.51	0.51						
	Physical Collocation Administrative Only - Application Fee			CLO	PE1CH		1,205.26	1,205.26	0.51	0.51						
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1BL		742.15									
	Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SJ		600.71	600.71								
	Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless			CLO	PE1SK	1.96										
	Physical Collocation - Space Preparation - Common Systems Modification per Cage			CLO	PE1SL	2.62										
	Physical Collocation - Cable Installation			CLO	PE1SM	88.86										
	Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1BD		859.71	859.71	22.49	22.49						
	Physical Collocation - Cable Support Structure			CLO	PE1PJ	3.22										
	Physical Collocation - Cageless - Cable Support Structure			CLO	PE1PM	17.11										
	Physical Collocation - Power -48V DC Power, per Fused Amp			CLO	PE1CJ	14.97										
	Physical Collocation - Power Reduction, Application Fee			CLO	PE1PL	7.83										
	Physical Collocation - 120V, Single Phase Standby Power Rate			CLO	PE1PR		399.51									
	Physical Collocation - 240V, Single Phase Standby Power Rate			CLO	PE1FB	4.91										
	Physical Collocation - 120V, Three Phase Standby Power Rate			CLO	PE1FD	9.84										
	Physical Collocation - 277V, Three Phase Standby Power Rate			CLO	PE1FE	14.74										
	Physical Collocation - 2-Wire Cross-Connects			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ, UDL, UNCVX, UNLDX, UNCNX	PE1FG	34.06										
	Physical Collocation - 4-Wire Cross-Connects			CLO, UAL, UDL, UDN, UEA, UHL, UNCVX, UNCDX, UCL	PE1P2	0.03	12.30	11.80	6.03	5.44						
	Physical Collocation - DS1 Cross-Connects			CLO,UEANL,UEQ,WDS1L,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1, UDL	PE1P4	0.05	12.39	11.87	6.39	5.73						
	Physical Collocation - DS3 Cross-Connects			CLO, UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3, UDL	PE1P1	1.11	22.03	15.93	6.40	5.79						
	Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1P3	14.16	20.89	15.20	7.38	5.92						
	Physical Collocation - Cageless - 2 Fiber Cross Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	2.81	20.89	15.20	7.38	5.92						
					PE1CK	2.84	20.89	15.20	7.38	5.92						

COLLOCATION - Alabama

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4		Exhibit: B	
														Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - 4-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	4.99	25.55	19.86	9.71	8.25						
		Physical Collocation - Cageless - 4-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1CL	5.69	25.55	19.86	9.71	8.25						
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.			CLO	PE1BW	156.33										
		Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.			CLO	PE1CW	15.34										
		Physical Collocation - Security Access System - Security System per Central Office			CLO	PE1AX	45.70										
		Physical Collocation - Security Access System - New Access Card Activation, per Card			CLO	PE1A1	0.05	27.79	27.79								
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		7.79	7.79								
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		22.78	22.78								
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		13.10	13.10								
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.10	13.10								
		Physical Collocation - Space Availability Report per premises			CLO	PE1SR		1,075.17	1,075.17								
		POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,UDL, UNCVX, UNCDX, UNCNX	PE1PE	0.08										
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, USL, UNCVX, UNCDX	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, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1	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,UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UDL, UDLSX	PE1PH	10.67										
		POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B2	36.40										

COLLOCATION - Alabama

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4		Exhibit: B	
														Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B4	49.09										
		Physical Collocation - Request Resend of CFA Information, per CLLI			CLO	PE1C9		77.56									
		Nonrecurring Collocation Cable Records - per request			CLO	PE1CR		759.29	488.11	133.00	133.00						
		Nonrecurring Collocation Cable Records - VG/DS0 Cable, per cable record			CLO	PE1CD		326.92	326.92	189.12	189.12						
		Nonrecurring Collocation Cable Records - VG/DS0 Cable, per each 100 pair			CLO	PE1CO		4.81	4.81	5.90	5.90						
		Nonrecurring Collocation Cable Records - DS1, per T1TIE			CLO	PE1C1		2.25	2.25	2.76	2.76						
		Nonrecurring Collocation Cable Records - DS3, per T3TIE			CLO	PE1C3		7.88	7.88	9.66	9.66						
		Nonrecurring Collocation Cable Records - Fiber Cable, per 99 fiber records			CLO	PE1CB		84.49	84.49	77.13	77.13						
		Physical Collocation - Security Escort - Basic, per Half Hour			CLO,CLORS	PE1BT		16.93	10.73								
		Physical Collocation - Security Escort - Overtime, per Half Hour			CLO,CLORS	PE1OT		22.05	13.86								
		Physical Collocation - Security Escort - Premium, per Half Hour			CLO,CLORS	PE1PT		27.17	16.98								
		V to P Conversion, Per Customer Request-Voice Grade			CLO	PE1BV	33.00										
		V to P Conversion, Per Customer Request-DS0			CLO	PE1BO	33.00										
		V to P Conversion, Per Customer Request-DS1			CLO	PE1B1	52.00										
		V to P Conversion, Per Customer request-DS3			CLO	PE1B3	52.00										
		V to P Conversion, Per Customer Request per VG Circuit Reconfigured			CLO	PE1BR	23.00										
		V to P Conversion, Per Customer Request per DS0 Circuit Reconfigured			CLO	PE1BP	23.00										
		V to P Conversion, Per Customer Request per DS1 Circuit Reconfigured			CLO	PE1BS	33.00										
		V to P Conversion, Per Customer Request per DS3 Circuit Reconfigured			CLO	PE1BE	37.00										
		V to P Conversion, Cable Pairs Assigned to Collo Space per 700 prs or fraction thereof			CLO	PE1B7	592.00										
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable, per linear ft.			CLO,UDF	PE1ES	0.0011										
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable, per lin. ft.			CLO, UE3, USL	PE1DS	0.0016										
		Physical Collocation - Co-Carrier Cross Connects - Application Fee, per application			CLO	PE1DT		584.22									
PHYSICAL COLLOCATION																	
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	PE1R2	0.03	12.30	11.80	6.03	5.44		15.66				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	0.03	12.30	11.80	6.03	5.44		15.66				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	0.03	12.30	11.80	6.03	5.44		15.66				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.03	12.30	11.80	6.03	5.44		15.66				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.03	12.30	11.80	6.03	5.44		15.66				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	PE1R2	0.03	12.30	11.80	6.03	5.44		15.66				
		Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	0.05	12.39	11.87	6.39	5.73		15.66				
ADJACENT COLLOCATION																	

COLLOCATION - Alabama

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4		Exhibit: B	
						Rec	Nonrecurring		Nonrecurring Disconnect				Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							First	Add'l	First	Add'l	OSS Rates($)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.14										
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.41										
	Adjacent Collocation - 2-Wire Cross-Connects			CLOAC	PE1P2	0.02	12.30	11.80	6.03	5.44						
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL, CLOAC	PE1P4	0.04	12.39	11.87	6.39	5.73						
	Adjacent Collocation - DS1 Cross-Connects			USL,CLOAC	PE1P1	1.03	22.03	15.93	6.40	5.79						
	Adjacent Collocation - DS3 Cross-Connects			CLOAC	PE1P3	13.95	20.89	15.20	7.38	5.92						
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	2.36	20.89	15.20	7.38	5.92						
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	4.52	25.55	19.86	9.71	8.25						
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		1,576.69		0.51							
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	4.91										
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	9.84										
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	14.74										
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	34.06										
	Adjacent Collocation - DC power provisioning			CLOAC			ICB									
	Note: ICB means Individual Case Basis															
PHYSICAL COLLOCATION IN THE REMOTE SITE																
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		307.70	307.70	168.22	168.22						
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	201.42										
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		13.10	13.10								
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		115.87	115.87								
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		37.56	37.56								
	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	I		CLORS	PE1RS	6.27										
	Remote Site-Adjacent Collocation - Real Estate, per square foot	I		CLORS	PE1RT	0.134										
	Remote Site-Adjacent Collocation-Application Fee	I		CLORS	PE1RU		755.62	755.62								
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																
Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.																

COLLOCATION - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4		Exhibit: B	
													Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																
	Physical Collocation - Application Fee - Initial			CLO	PE1BA		2,597.00		1.01							
	Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		2,236.00		1.01							
	Physical Collocation Administrative Only - Application Fee	I		CLO	PE1BL		742.00									
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		288.93									
	Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.38										
	Physical Collocation - Space Preparation - Common Systems Modification per Cage			CLO	PE1SM	92.55										
	Physical Collocation - Cable Installation per Cable			CLO	PE1BD		1,750.00		45.16							
	Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1PJ	7.86										
	Physical Collocation - Cable Support Structure			CLO	PE1PM	18.96										
	Physical Collocation - Power, per Fused Amp			CLO	PE1PL	7.80										
	Physical Collocation - Power Reduction, Application Fee	I		CLO	PE1PR		399.43									
	Physical Collocation - 120V, Single Phase Standby Power Rate			CLO	PE1FB	5.38										
	Physical Collocation - 240V, Single Phase Standby Power Rate			CLO	PE1FD	10.77										
	Physical Collocation - 120V, Three Phase Standby Power Rate			CLO	PE1FE	16.15										
	Physical Collocation - 277V, Three Phase Standby Power Rate			CLO	PE1FG	37.30										
	Physical Collocation - 2-Wire Cross-Connects			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ, UDL, UNCVX, UNLDX, UNCNX	PE1P2	0.0276	8.22	7.22	5.74	4.58						
	Physical Collocation - 4-Wire Cross-Connects			CLO, UAL, UDL, UDN, UEA, UHL, UNCVX, UNCDX, UCL	PE1P4	0.0552	8.42	7.36	5.90	4.66						
	Physical Collocation - DS1 Cross-Connects			CLO,UEANL,UEQ,WDS1L,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1, UDL	PE1P1	1.32	27.77	15.52	5.93	4.77						
	Physical Collocation - DS3 Cross-Connects			CLO, UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3, UDL	PE1P3	16.81	25.48	14.05	7.77	5.01						
	Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	3.34	41.94	30.52	13.91	11.16						
	Physical Collocation - 4-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	5.92	51.30	39.87	18.29	15.54						
	Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.			CLO	PE1BW	189.45										
	Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.			CLO	PE1CW	18.58										
	Physical Collocation - Security System Per Central Office Per Assignable Sq. Ft.			CLO	PE1AY	0.0105										

COLLOCATION - Florida

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4		Exhibit: B	
														Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - Security Access System - New Access Card Activation, per Card			CLO	PE1A1	0.0577	55.80									
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		15.65									
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		45.75									
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		26.30									
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		26.30									
		Physical Collocation - Space Availability Report per premises			CLO	PE1SR		2,159.00									
		POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect	I		UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,UDL, UNCVX, UNCDX, UNCNX	PE1PE	0.00										
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect	I		UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, USL, UNCVX, UNCDX	PE1PF	0.00										
		POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect	I		UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,WDS1L,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1	PE1PG	0.00										
		POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect	I		UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UDL, UDLSX	PE1PH	0.00										
		POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect	I		UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B2	0.00										
		POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect	I		UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B4	0.00										
		Physical Collocation - Request Resend of CFA Information, per CLLI	I		CLO	PE1C9		77.54									
		Nonrecurring Collocation Cable Records - per request			CLO	PE1CR		1,525.00	980.22	267.08							
		Nonrecurring Collocation Cable Records - VG/DS0 Cable, per cable record			CLO	PE1CD		656.50	656.50	379.78							
		Nonrecurring Collocation Cable Records - VG/DS0 Cable, per each 100 pair			CLO	PE1CO		9.66	9.66	11.84	11.84						
		Nonrecurring Collocation Cable Records - DS1, per T1TIE			CLO	PE1C1		4.52	4.52	5.54	5.54						
		Nonrecurring Collocation Cable Records - DS3, per T3TIE			CLO	PE1C3		15.82	15.82	19.40	19.40						

COLLOCATION - Florida

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4		Exhibit: B	
														Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Nonrecurring Collocation Cable Records - Fiber Cable, per 99 fiber records			CLO	PE1CB		169.67	169.67	154.89	154.89						
		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 - Security Escort - Basic, per Half Hour			CLO,CLORS	PE1BT		33.99	21.54								
		Physical Collocation - Security Escort - Overtime, per Half Hour			CLO,CLORS	PE1OT		44.27	27.82								
		Physical Collocation - Security Escort - Premium, per Half Hour			CLO,CLORS	PE1PT		54.55	34.10								
		V to P Conversion, Per Customer Request-Voice Grade	I		CLO	PE1BV	33.00										
		V to P Conversion, Per Customer Request-DS0	I		CLO	PE1BO	33.00										
		V to P Conversion, Per Customer Request-DS1	I		CLO	PE1B1	52.00										
		V to P Conversion, Per Customer request-DS3	I		CLO	PE1B3	52.00										
		V to P Conversion, Per Customer Request per VG Circuit Reconfigured	I		CLO	PE1BR	23.00										
		V to P Conversion, Per Customer Request per DS0 Circuit Reconfigured	I		CLO	PE1BP	23.00										
		V to P Conversion, Per Customer Request per DS1 Circuit Reconfigured	I		CLO	PE1BS	33.00										
		V to P Conversion, Per Customer Request per DS3 Circuit Reconfigured	I		CLO	PE1BE	37.00										
		V to P Conversion, Cable Pairs Assigned to Collo Space per 700 prs or fraction thereof	I		CLO	PE1B7	592.00										
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable, per linear ft.			CLO,UDF	PE1ES	0.001										
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable, per lin. ft.			CLO, UE3, USL	PE1DS	0.0014										
		Physical Collocation - Co-Carrier Cross Connects - Application Fee, per application			CLO	PE1DT		584.11									
PHYSICAL COLLOCATION																	
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	PE1R2	0.0276	8.22	7.22				11.90				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	0.0276	8.22	7.22				11.90				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	0.0276	8.22	7.22				11.90				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.0276	8.22	7.22				11.90				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.0276	8.22	7.22				11.90				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	PE1R2	0.0276	8.22	7.22				11.90				
		Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	0.0552	8.42	7.36				11.90				
ADJACENT COLLOCATION																	
		Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.1635										
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.11										
		Adjacent Collocation - 2-Wire Cross-Connects			CLOAC	PE1P2	0.0213	24.69	23.69	11.77	10.62						
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL, CLOAC	PE1P4	0.0426	24.88	23.83	12.04	10.80						
		Adjacent Collocation - DS1 Cross-Connects			USL,CLOAC	PE1P1	1.22	44.24	31.98	12.07	10.91						
		Adjacent Collocation - DS3 Cross-Connects			CLOAC	PE1P3	16.56	41.94	30.52	13.91	11.15						
		Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	2.81	41.94	30.52	13.91	11.16						
		Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	5.36	51.30	39.87	18.29	15.54						
		Adjacent Collocation - Application Fee			CLOAC	PE1JB		2,785.00		1.01							

COLLOCATION - Florida

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4 Incremental Charge - Manual Svc Order vs. Electronic- 1st	Attachment: 4 Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Exhibit: B Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Exhibit: B Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.38										
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	10.77										
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	16.15										
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	37.30										
		Adjacent Collocation - Cable Support Structure per Entrance Cable	I		CLOAC	PE1PM	18.96										
PHYSICAL COLLOCATION IN THE REMOTE SITE																	
		Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		617.91		328.81							
		Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	219.49										
		Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		26.30									
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		232.69									
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		75.41									
		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										
		Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62								
	NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																
	Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.																

COLLOCATION - Georgia

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4		Exhibit: B	
													Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							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 Administrative Only - Application Fee			CLO	PE1BL		740.83									
	Physical Collocation - Space Preparation Fee Per Square Ft.			CLO	PE1SS		100.00	100.00								
	Physical Collocation - Space Preparation - Firm Order Processing	I		CLO	PE1SJ		1,187.00									
	Physical Collocation - Space Preparation - C.O. Modification per square ft.	I		CLO	PE1SK	2.02										
	Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless	I		CLO	PE1SL	2.80										
	Physical Collocation - Space Preparation - Common Systems Modification per Cage	I		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 -48V DC Power, per Fused Amp	I		CLO	PE1PL	8.06										
	Physical Collocation - Power Reduction, Application Fee	I		CLO	PE1PR		398.80									
	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, UDL, UNCVX, UNLDX, UNCNX	PE1P2	0.30	12.60	12.60								
	Physical Collocation - 4-Wire Cross-Connects			CLO, UAL, UDL, UDN, UEA, UHL, UNCVX, UNCDX, UCL	PE1P4	0.50	12.60	12.60								
	Physical Collocation - DS1 Cross-Connects			CLO,UEANL,UEQ,WDS1L,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1, UDL	PE1P1	8.00	155.00	27.00								
	Physical Collocation - DS3 Cross-Connects			CLO, UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3, UDL	PE1P3	72.00	155.00	27.00								
	Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	2.86	52.14	38.72								
	Physical Collocation - 4-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	5.08	64.74	51.31								

COLLOCATION - Georgia

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4		Exhibit: B	
													Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.	I		CLO	PE1BW	161.27										
	Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.	I		CLO	PE1CW	15.82										
	Physical Collocation - Security System Per Central Office Per Assignable Sq. Ft.			CLO	PE1AY	0.0172										
	Physical Collocation - Security Access System - New Access Card Activation, per Card			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 Request, per State, 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		26.16	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								
	POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,UDL, UNCVX, UNCDX, UNCNX	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, USL, UNCVX, UNCDX	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, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1	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,UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UDL, UDLSX	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, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	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, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B4	52.31										
	Physical Collocation - Request Resend of CFA Information, per CLLI			CLO	PE1C9		77.42									
	Nonrecurring Collocation Cable Records - per request			CLO	PE1CR		1,706.00									

COLLOCATION - Georgia

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4 Incremental Charge - Manual Svc Order vs. Electronic-1st	Attachment: 4 Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Exhibit: B Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Exhibit: B Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates($) SOMEC	OSS Rates($) SOMAN	OSS Rates($) SOMAN	OSS Rates($) SOMAN	OSS Rates($) SOMAN	OSS Rates($) SOMAN
	Nonrecurring Collocation Cable Records - VG/DS0 Cable, per cable record			CLO	PE1CD		922.38									
	Nonrecurring Collocation Cable Records - VG/DS0 Cable, per each 100 pair			CLO	PE1CO		18.00	18.00								
	Nonrecurring Collocation Cable Records - DS1, per T1TIE			CLO	PE1C1		8.43	8.43								
	Nonrecurring Collocation Cable Records - DS3, per T3TIE			CLO	PE1C3		29.49	29.49								
	Nonrecurring 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								
	V to P Conversion, Per Customer Request-Voice Grade			CLO	PE1BV	33.00										
	V to P Conversion, Per Customer Request-DS0			CLO	PE1BO	33.00										
	V to P Conversion, Per Customer Request-DS1			CLO	PE1B1	52.00										
	V to P Conversion, Per Customer request-DS3			CLO	PE1B3	52.00										
	V to P Conversion, Per Customer Request per VG Circuit Reconfigured			CLO	PE1BR	23.00										
	V to P Conversion, Per Customer Request per DS0 Circuit Reconfigured			CLO	PE1BP	23.00										
	V to P Conversion, Per Customer Request per DS1 Circuit Reconfigured			CLO	PE1BS	33.00										
	V to P Conversion, Per Customer Request per DS3 Circuit Reconfigured			CLO	PE1BE	37.00										
	V to P Conversion, Cable Pairs Assigned to Collo Space per 700 prs or fraction thereof			CLO	PE1B7	592.00										
	Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable, per linear ft.			CLO,UDF	PE1ES	0.001										
	Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable, per lin. ft.			CLO, UE3, USL	PE1DS	0.0015										
	Physical Collocation - Co-Carrier Cross Connects - Application Fee, per application			CLO	PE1DT		583.18									
PHYSICAL COLLOCATION																
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	PE1R2	0.30	12.60	12.60					18.94	8.42		
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	0.30	12.60	12.60					18.94	8.42		
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	0.30	12.60	12.60					18.94	8.42		
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.30	12.60	12.60					18.94	8.42		
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.30	12.60	12.60					18.94	8.42		
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	PE1R2	0.30	12.60	12.60					18.94	8.42		
	Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	0.50	12.60	12.60					18.94	8.42		
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									

COLLOCATION - Georgia

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4 Incremental Charge - Manual Svc Order vs. Electronic- 1st	Attachment: 4 Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Exhibit: B Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Exhibit: B Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Adjacent Collocation - 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										
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										
		Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62								
	NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																
	Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.																

COLLOCATION - Kentucky

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4		Exhibit: B	
													Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																
	Physical Collocation - Application Fee - Initial			CLO	PE1BA		3,773.54	3,773.54	1.01	1.01						
	Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		3,145.35	3,145.35	1.01	1.01						
	Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		742.12									
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		1,206.07	1,206.07								
	Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.32										
	Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless			CLO	PE1SL	3.26										
	Physical Collocation - Space Preparation - Common Systems Modification per Cage			CLO	PE1SM	110.57										
	Physical Collocation - Cable Installation			CLO	PE1BD		1,729.11		45.16							
	Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1PJ	7.99										
	Physical Collocation - Cable Support Structure			CLO	PE1PM	19.86										
	Physical Collocation - Power -48V DC Power, per Fused Amp			CLO	PE1PL	8.06										
	Physical Collocation - Power Reduction, Application Fee	I		CLO	PE1PR		399.50									
	Physical Collocation - 120V, Single Phase Standby Power Rate			CLO	PE1FB	5.44										
	Physical Collocation - 240V, Single Phase Standby Power Rate			CLO	PE1FD	10.88										
	Physical Collocation - 120V, Three Phase Standby Power Rate			CLO	PE1FE	16.32										
	Physical Collocation - 277V, Three Phase Standby Power Rate			CLO	PE1FG	37.68										
	Physical Collocation - 2-Wire Cross-Connects			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ, UDL, UNCVX, UNLDX, UNCNX	PE1P2	0.0333	24.68	23.68	12.14	10.95						
	Physical Collocation - 4-Wire Cross-Connects			CLO, UAL, UDL, UDN, UEA, UHL, UNCVX, UNCDX, UCL	PE1P4	0.0665	24.88	23.82	12.77	11.46						
	Physical Collocation - DS1 Cross-Connects			CLO,UEANL,UEQ,WDS1L,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1, UDL	PE1P1	1.48	44.23	31.98	12.81	11.57						
	Physical Collocation - DS3 Cross-Connects			CLO, UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3, UDL	PE1P3	18.89	41.93	30.51	14.75	11.83						
	Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	3.75	41.93	30.51	14.76	11.84						
	Physical Collocation - 4-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	6.65	51.29	39.87	19.41	16.49						
	Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.			CLO	PE1BW	184.97										
	Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.			CLO	PE1CW	18.14										

COLLOCATION - Kentucky

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4		Exhibit: B	
														Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - Security Access System - Security System per Central Office			CLO	PE1AX	76.10										
		Physical Collocation - Security Access System - New Access Card Activation, per Card			CLO	PE1A1	0.058	55.79	55.79								
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		15.64	15.64								
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		45.74	45.74								
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		26.29	26.29								
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		26.29	26.29								
		Physical Collocation - Space Availability Report per premises			CLO	PE1SR		2,158.67	2,158.67								
		POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,UDL, UNCVX, UNCDX, UNCNX	PE1PE	0.113										
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, USL, UNCVX, UNCDX	PE1PF	0.23										
		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, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1	PE1PG	1.60										
		POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UDL, UDLSX	PE1PH	14.23										
		POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B2	48.57										
		POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B4	65.50										
		Physical Collocation - Request Resend of CFA Information, per CLLI			CLO	PE1C9		77.55									
		Nonrecurring Collocation Cable Records - per request			CLO	PE1CR		1,524.45	980.01	267.02							
		Nonrecurring Collocation Cable Records - VG/DS0 Cable, per cable record			CLO	PE1CD		656.37	656.37	379.70							
		Nonrecurring Collocation Cable Records - VG/DS0 Cable, per each 100 pair			CLO	PE1CO		9.65	9.65	11.84	11.84						

COLLOCATION - Kentucky

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4		Exhibit: B	
													Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Nonrecurring Collocation Cable Records - DS1, per T1TIE			CLO	PE1C1		4.52	4.52	5.54	5.54						
	Nonrecurring Collocation Cable Records - DS3, per T3TIE			CLO	PE1C3		15.81	15.81	19.39	19.39						
	Nonrecurring Collocation Cable Records - Fiber Cable, per 99 fiber records			CLO	PE1CB		169.63	169.63	154.85	154.85						
	Physical Collocation - Security Escort - Basic, per Half Hour			CLO,CLORS	PE1BT		33.98	21.53								
	Physical Collocation - Security Escort - Overtime, per Half Hour			CLO,CLORS	PE1OT		44.26	27.81								
	Physical Collocation - Security Escort - Premium, per Half Hour			CLO,CLORS	PE1PT		54.54	34.09								
	V to P Conversion, Per Customer Request-Voice Grade			CLO	PE1BV	33.00										
	V to P Conversion, Per Customer Request-DS0			CLO	PE1BO	33.00										
	V to P Conversion, Per Customer Request-DS1			CLO	PE1B1	52.00										
	V to P Conversion, Per Customer request-DS3			CLO	PE1B3	52.00										
	V to P Conversion, Per Customer Request per VG Circuit Reconfigured			CLO	PE1BR	23.00										
	V to P Conversion, Per Customer Request per DS0 Circuit Reconfigured			CLO	PE1BP	23.00										
	V to P Conversion, Per Customer Request per DS1 Circuit Reconfigured			CLO	PE1BS	33.00										
	V to P Conversion, Per Customer Request per DS3 Circuit Reconfigured			CLO	PE1BE	37.00										
	V to P Conversion, Cable Pairs Assigned to Collo Space per 700 prs or fraction thereof			CLO	PE1B7	592.00										
	Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable, per linear ft.			CLO,UDF	PE1ES	0.0012										
	Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable, per lin. ft.			CLO, UE3, USL	PE1DS	0.0018										
	Physical Collocation - Co-Carrier Cross Connects - Application Fee, per application			CLO	PE1DT		584.20									
PHYSICAL COLLOCATION																
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	PE1R2	0.0333	24.68	23.68	12.14	10.95		7.86				
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	0.0333	24.68	23.68	12.14	10.95		7.86				
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	0.0333	24.68	23.68	12.14	10.95		7.86				
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.0333	24.68	23.68	12.14	10.95		7.86				
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.0333	24.68	23.68	12.14	10.95		7.86				
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	PE1R2	0.0333	24.68	23.68	12.14	10.95		7.86				
	Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	1.48	44.23	31.98	12.81	11.57		7.86				
ADJACENT COLLOCATION																
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0173										
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.35										
	Adjacent Collocation - 2-Wire Cross-Connects			CLOAC	PE1P2	0.0258	24.68	23.68	12.14	10.95						
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL, CLOAC	PE1P4	0.0515	24.88	23.82	12.77	11.46						
	Adjacent Collocation - DS1 Cross-Connects			USL,CLOAC	PE1P1	1.37	44.23	31.98	12.81	11.57						
	Adjacent Collocation - DS3 Cross-Connects			CLOAC	PE1P3	18.61	41.93	30.51	14.75	11.83						
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	3.15	41.93	30.51	14.76	11.84						
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	6.02	51.29	39.87	19.41	16.49						
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		3,165.50		1.01							
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.44										
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	10.88										

COLLOCATION - Kentucky

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4		Exhibit: B	
														Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	16.32										
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	37.68										
PHYSICAL COLLOCATION IN THE REMOTE SITE																	
		Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		617.78		338.89							
		Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	219.67										
		Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		26.29									
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		232.64									
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		75.40									
		Remote Site DLEC Data (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										
		Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62								
	NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																
	Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.																

COLLOCATION - Louisiana

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4 Incremental Charge - Manual Svc Order vs. Electronic-1st	Attachment: 4 Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Exhibit: B Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Exhibit: B Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							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 Administrative Only - Application Fee			CLO	PE1BL		741.97									
	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 -48V DC Power, per Fused Amp	I		CLO	PE1PL	8.32										
	Physical Collocation - Power Reduction, Application Fee	I		CLO	PE1PR		398.88									
	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, UDL, UNCVX, UNLDX, UNCNX	PE1P2	0.0318	11.94	11.46								
	Physical Collocation - 4-Wire Cross-Connects			CLO, UAL, UDL, UDN, UEA, UHL, UNCVX, UNCDX, UCL	PE1P4	0.0636	12.04	11.53								
	Physical Collocation - DS1 Cross-Connects			CLO,UEANL,UEQ,WDS1L,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1, UDL	PE1P1	1.04	21.39	15.47								
	Physical Collocation - DS3 Cross-Connects			CLO, UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3, UDL	PE1P3	13.21	20.28	14.76								
	Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	2.62	20.28	14.76								
	Physical Collocation - 4-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	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										

COLLOCATION - Louisiana

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4		Exhibit: B	
							Rec	Nonrecurring		Nonrecurring Disconnect				Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - Security System Per Central Office Per Assignable Sq. Ft.			CLO	PE1AY	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 Request, per State, 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,UDL, UNCVX, UNCDX, UNCNX	PE1PE	0.079										
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, USL, UNCVX, UNCDX	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, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1	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,UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UDL, UDLSX	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, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	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, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B4	45.80										
		Physical Collocation - Request Resend of CFA Information, per CLLI			CLO	PE1C9		77.43									
		Recurring Collocation Cable Records - per request			CLO	PE1CU	10.97										
		Recurring Collocation Cable Records - VG/DS0 Cable, per cable record			CLO	PE1CE	5.29										
		Recurring Collocation Cable Records - VG/DS0 Cable, per each 100 pair			CLO	PE1CT	0.08										

COLLOCATION - Louisiana

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4		Exhibit: B	
						Rec	Nonrecurring		Nonrecurring Disconnect				Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							First	Add'l	First	Add'l	OSS Rates($)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Recurring Collocation Cable Records - DS1, per T1TIE			CLO	PE1C2	0.04										
	Recurring Collocation Cable Records - DS3, per T3TIE			CLO	PE1C4	0.13										
	Recurring Collocation Cable Records - Fiber Cable, per 99 fiber records			CLO	PE1CG	1.37										
	Physical Collocation - 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								
	V to P Conversion, Per Customer Request-Voice Grade			CLO	PE1BV	33.00										
	V to P Conversion, Per Customer Request-DS0			CLO	PE1BO	33.00										
	V to P Conversion, Per Customer Request-DS1			CLO	PE1B1	52.00										
	V to P Conversion, Per Customer request-DS3			CLO	PE1B3	52.00										
	V to P Conversion, Per Customer Request per VG Circuit Reconfigured			CLO	PE1BR	23.00										
	V to P Conversion, Per Customer Request per DS0 Circuit Reconfigured			CLO	PE1BP	23.00										
	V to P Conversion, Per Customer Request per DS1 Circuit Reconfigured			CLO	PE1BS	33.00										
	V to P Conversion, Per Customer Request per DS3 Circuit Reconfigured			CLO	PE1BE	37.00										
	V to P Conversion, Cable Pairs Assigned to Collo Space per 700 prs or fraction thereof			CLO	PE1B7	592.00										
	Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable, per linear ft.			CLO,UDF	PE1ES	0.001										
	Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable, per lin. ft.			CLO, UE3, USL	PE1DS	0.0015										
	Physical Collocation - Co-Carrier Cross Connects - Application Fee, per application			CLO	PE1DT		583.30									
PHYSICAL COLLOCATION																
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	PE1R2	0.0318	11.94	11.46				15.20				
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	0.0318	11.94	11.46				15.20				
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	0.0318	11.94	11.46				15.20				
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.0318	11.94	11.46				15.20				
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.0318	11.94	11.46				15.20				
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	PE1R2	0.0318	11.94	11.46				15.20				
	Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	0.0636	12.04	11.53				15.20				
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										

COLLOCATION - Louisiana

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4 Incremental Charge - Manual Svc Order vs. Electronic- 1st	Attachment: 4 Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Exhibit: B Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Exhibit: B Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Adjacent Collocation - 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								
		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										
		Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62								
	NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																
	Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.																

COLLOCATION - Mississippi

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4		Exhibit: B	
						Rec	Nonrecurring		Nonrecurring Disconnect				Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							First	Add'l	First	Add'l	OSS Rates($)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																
	Physical Collocation - Application Fee - Initial			CLO	PE1BA		1,890.38		0.51							
	Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		1,575.69		0.51							
	Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		740.76									
	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 -48V DC Power, per Fused Amp	I		CLO	PE1PL	7.33										
	Physical Collocation - Power Reduction, Application Fee	I		CLO	PE1PR		398.76									
	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, UDL, UNCVX, UNLDX, UNCNX	PE1P2	0.0288	12.37	11.87	6.04	5.45						
	Physical Collocation - 4-Wire Cross-Connects			CLO, UAL, UDL, UDN, UEA, UHL, UNCVX, UNCDX, UCL	PE1P4	0.0576	12.47	11.94	6.59	5.91						
	Physical Collocation - DS1 Cross-Connects			CLO,UEANL,UEQ,WDS1L,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1, UDL	PE1P1	1.14	22.16	16.02	6.60	5.97						
	Physical Collocation - DS3 Cross-Connects			CLO, UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3, UDL	PE1P3	14.49	21.01	15.29	7.61	6.10						
	Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	2.87	21.01	15.29	7.61	6.10						
	Physical Collocation - 4-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	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										

COLLOCATION - Mississippi

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4		Exhibit: B	
														Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - 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 Request, per State, 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,UDL, UNCVX, UNCDX, UNCNX	PE1PE	0.0867										
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, USL, UNCVX, UNCDX	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, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1	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,UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UDL, UDLSX	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, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	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, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B4	50.24										
		Physical Collocation - Request Resend of CFA Information, per CLLI			CLO	PE1C9		77.41									
		Nonrecurring Collocation Cable Records - per request			CLO	PE1CR		763.69	490.94	133.77							
		Nonrecurring Collocation Cable Records - VG/DS0 Cable, per cable record			CLO	PE1CD		328.81		190.22							
		Nonrecurring Collocation Cable Records - VG/DS0 Cable, per each 100 pair			CLO	PE1CO		4.84	4.84	5.93	5.93						

COLLOCATION - Mississippi

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4		Exhibit: B	
						Rec	Nonrecurring		Nonrecurring Disconnect				Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							First	Add'l	First	Add'l	OSS Rates($)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Nonrecurring Collocation Cable Records - DS1, per T1TIE			CLO	PE1C1		2.27	2.27	2.78	2.78						
	Nonrecurring Collocation Cable Records - DS3, per T3TIE			CLO	PE1C3		7.92	7.92	9.72	9.72						
	Nonrecurring 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								
	V to P Conversion, Per Customer Request-Voice Grade			CLO	PE1BV	33.00										
	V to P Conversion, Per Customer Request-DS0			CLO	PE1BO	33.00										
	V to P Conversion, Per Customer Request-DS1			CLO	PE1B1	52.00										
	V to P Conversion, Per Customer request-DS3			CLO	PE1B3	52.00										
	V to P Conversion, Per Customer Request per VG Circuit Reconfigured			CLO	PE1BR	23.00										
	V to P Conversion, Per Customer Request per DS0 Circuit Reconfigured			CLO	PE1BP	23.00										
	V to P Conversion, Per Customer Request per DS1 Circuit Reconfigured			CLO	PE1BS	33.00										
	V to P Conversion, Per Customer Request per DS3 Circuit Reconfigured			CLO	PE1BE	37.00										
	V to P Conversion, Cable Pairs Assigned to Collo Space per 700 prs or fraction thereof			CLO	PE1B7	592.00										
	Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable, per linear ft.			CLO,UDF	PE1ES	0.001										
	Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable, per lin. ft.			CLO, UE3, USL	PE1DS	0.0015										
	Physical Collocation - Co-Carrier Cross Connects - Application Fee, per application			CLO	PE1DT		583.13									
PHYSICAL COLLOCATION																
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	PE1R2	0.0288	12.37	11.87	6.04	5.45		15.75				
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	0.0288	12.37	11.87	6.04	5.45		15.75				
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	0.0288	12.37	11.87	6.04	5.45		15.75				
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.0288	12.37	11.87	6.04	5.45		15.75				
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.0288	12.37	11.87	6.04	5.45		15.75				
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	PE1R2	0.0288	12.37	11.87	6.04	5.45		15.75				
	Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	0.0576	12.47	11.94	6.59	5.91		15.75				
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										

COLLOCATION - Mississippi

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4		Exhibit: B	
													Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Adjacent Collocation - 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								
	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										
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62								
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																
Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.																

COLLOCATION - North Carolina

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4		Exhibit: B	
						Rec	Nonrecurring		Nonrecurring Disconnect				Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							First	Add'l	First	Add'l	OSS Rates($)					
											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 Administrative Only - Application Fee			CLO	PE1BL		741.44									
	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 -48V DC Power, per Fused Amp	I		CLO	PE1PL	8.50										
	Physical Collocation - Power Reduction, Application Fee	I		CLO	PE1PR		399.13									
	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, UDL, UNCVX, UNLDX, UNCNX	PE1P2	0.32	41.78	39.23								
	Physical Collocation - 4-Wire Cross-Connects	I		CLO, UAL, UDL, UDN, UEA, UHL, UNCVX, UNCDX, UCL	PE1P4	0.64	41.91	39.25								
	Physical Collocation - DS1 Cross-Connects	I		CLO,UEANL,UEQ,WDS1L,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1, UDL	PE1P1	2.34	71.02	51.08								
	Physical Collocation - DS3 Cross-Connects	I		CLO, UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3, UDL	PE1P3	42.84	69.84	49.43								
	Physical Collocation - 2-Fiber Cross-Connect	I		CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	2.94	51.97	38.59								
	Physical Collocation - 4-Fiber Cross-Connect	I		CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	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										

COLLOCATION - North Carolina

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4		Exhibit: B	
														Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - 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 Request, per State, 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,UDL, UNCVX, UNCDX, UNCNX	PE1PE	0.10										
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, USL, UNCVX, UNCDX	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, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1	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,UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UDL, UDLSX	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, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	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, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B4	61.09										
		Physical Collocation - Request Resend of CFA Information, per CLLI			CLO	PE1C9		77.48									
		Nonrecurring Collocation Cable Records - per request			CLO	PE1CR		1,707.00									
		Nonrecurring Collocation Cable Records - VG/DS0 Cable, per cable record			CLO	PE1CD		923.08									
		Nonrecurring Collocation Cable Records - VG/DS0 Cable, per each 100 pair			CLO	PE1CO		18.02	18.02								

COLLOCATION - North Carolina

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4		Exhibit: B	
														Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Nonrecurring Collocation Cable Records - DS1, per T1TIE			CLO	PE1C1		8.43	8.43								
		Nonrecurring Collocation Cable Records - DS3, per T3TIE			CLO	PE1C3		29.51	29.51								
		Nonrecurring 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								
		V to P Conversion, Per Customer Request-Voice Grade			CLO	PE1BV	33.00										
		V to P Conversion, Per Customer Request-DS0			CLO	PE1BO	33.00										
		V to P Conversion, Per Customer Request-DS1			CLO	PE1B1	52.00										
		V to P Conversion, Per Customer request-DS3			CLO	PE1B3	52.00										
		V to P Conversion, Per Customer Request per VG Circuit Reconfigured			CLO	PE1BR	23.00										
		V to P Conversion, Per Customer Request per DS0 Circuit Reconfigured			CLO	PE1BP	23.00										
		V to P Conversion, Per Customer Request per DS1 Circuit Reconfigured			CLO	PE1BS	33.00										
		V to P Conversion, Per Customer Request per DS3 Circuit Reconfigured			CLO	PE1BE	37.00										
		V to P Conversion, Cable Pairs Assigned to Collo Space per 700 prs or fraction thereof			CLO	PE1B7	592.00										
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable, per linear ft.			CLO,UDF	PE1ES	0.0018										
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable, per lin. ft.			CLO, UE3, USL	PE1DS	0.0027										
		Physical Collocation - Co-Carrier Cross Connects - Application Fee, per application			CLO	PE1DT		583.66									
PHYSICAL COLLOCATION																	
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	PE1R2	0.32	41.78	39.23					26.94	12.76		
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	0.32	41.78	39.23					26.94	12.76		
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	0.32	41.78	39.23					26.94	12.76		
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.32	41.78	39.23					26.94	12.76		
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.32	41.78	39.23					26.94	12.76		
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	PE1R2	0.32	41.78	39.23					26.94	12.76		
		Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	0.64	41.91	39.25					26.94	12.76		
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										

COLLOCATION - North Carolina

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4		Exhibit: B	
													Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect			OSS Rates($)			
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Adjacent Collocation - 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							
		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									
		Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62							
	NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.															
	Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.															

COLLOCATION - South Carolina

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4		Exhibit: B	
													Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																
	Physical Collocation - Application Fee - Initial			CLO	PE1BA		1,883.67	1,883.67	0.51	0.51						
	Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		1,570.10	1,570.10	0.51	0.51						
	Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		743.66									
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		602.05	602.05								
	Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.75										
	Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless			CLO	PE1SL	3.24										
	Physical Collocation - Space Preparation - Common Systems Modification per Cage			CLO	PE1SM	110.16										
	Physical Collocation - Cable Installation			CLO	PE1BD		794.22	794.22	22.54	22.54						
	Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1PJ	3.95										
	Physical Collocation - Cable Support Structure			CLO	PE1PM	21.33										
	Physical Collocation - Power -48V DC Power, per Fused Amp			CLO	PE1PL	9.19										
	Physical Collocation - Power Reduction, Application Fee	I		CLO	PE1PR		400.33									
	Physical Collocation - 120V, Single Phase Standby Power Rate			CLO	PE1FB	5.67										
	Physical Collocation - 240V, Single Phase Standby Power Rate			CLO	PE1FD	11.36										
	Physical Collocation - 120V, Three Phase Standby Power Rate			CLO	PE1FE	17.03										
	Physical Collocation - 277V, Three Phase Standby Power Rate			CLO	PE1FG	39.33										
	Physical Collocation - 2-Wire Cross-Connects			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ, UDL, UNCVX, UNLDX, UNCNX	PE1P2	0.0341	12.32	11.83	6.04	5.45						
	Physical Collocation - 4-Wire Cross-Connects			CLO, UAL, UDL, UDN, UEA, UHL, UNCVX, UNCDX, UCL	PE1P4	0.0682	12.42	11.90	6.40	5.74						
	Physical Collocation - DS1 Cross-Connects			CLO,UEANL,UEQ,WDS1L,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1, UDL	PE1P1	1.12	22.08	15.96	6.42	5.80						
	Physical Collocation - DS3 Cross-Connects			CLO, UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3, UDL	PE1P3	14.21	20.94	15.23	7.39	5.93						
	Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	2.82	20.94	15.23	7.40	5.93						
	Physical Collocation - 4-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	5.01	25.61	19.90	9.73	8.26						
	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										

COLLOCATION - South Carolina

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4		Exhibit: B	
														Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - Security Access System - Security System per Central Office			CLO	PE1AX	74.72										
		Physical Collocation - Security Access System - New Access Card Activation, per Card			CLO	PE1A1	0.0601	27.85	27.85								
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		7.81	7.81								
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		22.83	22.83								
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		13.13	13.13								
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.13	13.13								
		Physical Collocation - Space Availability Report per premises			CLO	PE1SR		1,077.57	1,077.57								
		POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,UDL, UNCVX, UNCDX, UNCNX	PE1PE	0.085										
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, USL, UNCVX, UNCDX	PE1PF	0.1701										
		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, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1	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,UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UDL, UDLSX	PE1PH	10.71										
		POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B2	36.55										
		POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B4	49.29										
		Physical Collocation - Request Resend of CFA Information, per CLLI			CLO	PE1C9		77.71									
		Nonrecurring Collocation Cable Records - per request			CLO	PE1CR		760.98	489.20	133.29	133.29						
		Nonrecurring Collocation Cable Records - VG/DS0 Cable, per cable record			CLO	PE1CD		327.65	327.65	189.54	189.54						
		Nonrecurring Collocation Cable Records - VG/DS0 Cable, per each 100 pair			CLO	PE1CO		4.82	4.82	5.91	5.91						

COLLOCATION - South Carolina

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4		Exhibit: B	
													Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Nonrecurring Collocation Cable Records - DS1, per T1TIE			CLO	PE1C1		2.26	2.26	2.77	2.77						
	Nonrecurring Collocation Cable Records - DS3, per T3TIE			CLO	PE1C3		7.90	7.90	9.68	9.68						
	Nonrecurring Collocation Cable Records - Fiber Cable, per 99 fiber records			CLO	PE1CB		84.68	84.68	77.30	77.30						
	Physical Collocation - Security Escort - Basic, per Half Hour			CLO,CLORS	PE1BT		16.96	10.75								
	Physical Collocation - Security Escort - Overtime, per Half Hour			CLO,CLORS	PE1OT		22.10	13.89								
	Physical Collocation - Security Escort - Premium, per Half Hour			CLO,CLORS	PE1PT		27.23	17.02								
	V to P Conversion, Per Customer Request-Voice Grade			CLO	PE1BV	33.00										
	V to P Conversion, Per Customer Request-DS0			CLO	PE1BO	33.00										
	V to P Conversion, Per Customer Request-DS1			CLO	PE1B1	52.00										
	V to P Conversion, Per Customer request-DS3			CLO	PE1B3	52.00										
	V to P Conversion, Per Customer Request per VG Circuit Reconfigured			CLO	PE1BR	23.00										
	V to P Conversion, Per Customer Request per DS0 Circuit Reconfigured			CLO	PE1BP	23.00										
	V to P Conversion, Per Customer Request per DS1 Circuit Reconfigured			CLO	PE1BS	33.00										
	V to P Conversion, Per Customer Request per DS3 Circuit Reconfigured			CLO	PE1BE	37.00										
	V to P Conversion, Cable Pairs Assigned to Collo Space per 700 prs or fraction thereof			CLO	PE1B7	592.00										
	Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable, per linear ft.			CLO,UDF	PE1ES	0.001										
	Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable, per lin. ft.			CLO, UE3, USL	PE1DS	0.0015										
	Physical Collocation - Co-Carrier Cross Connects - Application Fee, per application			CLO	PE1DT		584.42									
PHYSICAL COLLOCATION																
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	PE1R2	0.0341	12.32	11.83	6.04	5.45		15.69				
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	0.0341	12.32	11.83	6.04	5.45		15.69				
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	0.0341	12.32	11.83	6.04	5.45		15.69				
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.0341	12.32	11.83	6.04	5.45		15.69				
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.0341	12.32	11.83	6.04	5.45		15.69				
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	PE1R2	0.0341	12.32	11.83	6.04	5.45		15.69				
	Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	1.12	22.08	15.96	6.42	5.80		15.69				
ADJACENT COLLOCATION																
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0939										
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	6.40										
	Adjacent Collocation - 2-Wire Cross-Connects			CLOAC	PE1P2	0.0264	12.32	11.83	6.04	5.45						
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL, CLOAC	PE1P4	0.0527	12.42	11.90	6.40	5.74						
	Adjacent Collocation - DS1 Cross-Connects			USL,CLOAC	PE1P1	1.03	22.08	15.96	6.42	5.80						
	Adjacent Collocation - DS3 Cross-Connects			CLOAC	PE1P3	14.00	20.94	15.23	7.39	5.93						
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	2.37	20.94	15.23	7.40	5.93						
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	4.53	25.61	19.90	9.73	8.26						
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		1,580.20		0.51	0.51						
	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										

COLLOCATION - South Carolina

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4 Incremental Charge - Manual Svc Order vs. Electronic- 1st	Attachment: 4 Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Exhibit: B Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Exhibit: B Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Adjacent Collocation - 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		308.38	308.38	168.60	168.60						
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	246.44										
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		13.13	13.13								
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		116.13	116.13								
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		37.64	37.64								
	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										
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62								
	NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.															
	Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.															

COLLOCATION - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4		Exhibit: B	
						Rec	Nonrecurring		Nonrecurring Disconnect				Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							First	Add'l	First	Add'l	SOMEC	SOMAN	OSS Rates($)			
PHYSICAL COLLOCATION													SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - Cageless - Application Fee			CLO	PE1CH		2,633.00	2,633.00								
	Physical Collocation Administrative Only - Application Fee	I		CLO	PE1BL		743.25									
	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 - Cageless - Cable Installation Cost, per cable						1,749.00	1,749.00								
	Physical Collocation - Cageless - Floor Space, per sq. ft.					3.91										
	Physical Collocation - Floor Space per Sq. Ft.	I		CLO	PE1PJ	6.75										
	Physical Collocation - Cageless - Cable Support Structure			CLO	PE1CJ	17.87										
	Physical Collocation - Cable Support Structure	I		CLO	PE1PM	19.80										
	Physical Collocation - Cageless - Floor Space Power, per Fused Amp					6.79										
	Physical Collocation - Power -48V DC Power, per Fused Amp	I		CLO	PE1PL	8.87										
	Physical Collocation - Power Reduction, Application Fee	I		CLO	PE1PR		400.10									
	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	I		UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ, UDL, UNCVX, UNLDX, UNCNX	PE1P2	0.033	33.82	31.92								
	Physcial Collocation - Cageless - 2-Wire Cross-Connects					0.57	11.62	9.90	10.38	8.66						
	Physical Collocation - 4-Wire Cross-Connects	I		CLO, UAL, UDL, UDN, UEA, UHL, UNCVX, UNCDX, UCL	PE1P4	0.066	33.94	31.95								
	Physical Collocation - Cageless - 4-Wire Cross Connects					0.57	11.81	10.04	10.44	8.67						
	Physical Collocation - DS1 Cross-Connects	I		CLO,UEANL,UEQ,WDS1L,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1, UDL	PE1P1	1.51	53.27	40.16								
	Physical Collocation - Cageless - DS1 Cross Connects					1.32	32.22	17.76	10.46	8.75						
	Physical Collocation - DS3 Cross-Connects	I		CLO, UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3, UDL	PE1P3	19.26	52.37	38.89								
	Physcial Collocation - Cageless - DS3 Cross Connects					12.32	29.97	16.30	12.03	8.99						
	Physical Collocation - 2-Fiber Cross-Connect	I		CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	15.64	41.56	29.82	12.96	10.34			2.69	2.69	1.56	1.56

COLLOCATION - Tennessee

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4		Exhibit: B	
														Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - Cageless - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1CK	3.03	41.56	29.82	12.96	10.34						
		Physical Collocation - 4-Fiber Cross-Connect	I		CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	28.11	50.53	38.78	16.97	14.35			2.69	2.69	1.56	1.56
		Physical Collocation - Cageless - 4-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1CL	6.06	50.53	38.78	16.97	14.35						
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.	I		CLO	PE1BW	218.53										
		Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.	I		CLO	PE1CW	21.44										
		Physical Collocation - Security Access System - Security System per Central Office	I		CLO	PE1AX	55.99										
		Physical Collocation - Security Access System - New Access Card Activation, per Card	I		CLO	PE1A1	0.059	55.67	55.67								
		Physical Collocation - Space Availability Report per premises			CLO	PE1SR		2,027.00	2,154.00								
		POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect	I		UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,UDL, UNCVX, UNCDX, UNCNX	PE1PE	0.40										
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect	I		UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, USL, UNCVX, UNCDX	PE1PF	1.20										
		POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect	I		UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,WDS1L,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1	PE1PG	1.20										
		POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect	I		UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UDL, UDLSX	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, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B2	38.79										

COLLOCATION - Tennessee

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4 Incremental Charge - Manual Svc Order vs. Electronic- 1st	Attachment: 4 Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Exhibit: B Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Exhibit: B Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates($) SOMEC	OSS Rates($) SOMAN	OSS Rates($) SOMAN	OSS Rates($) SOMAN	OSS Rates($) SOMAN	OSS Rates($) SOMAN
		POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B4	52.31										
		Physical Collocation - Request Resend of CFA Information, per CLLI	I		CLO	PE1C9		77.67									
		Nonrecurring Collocation Cable Records - per request	I		CLO	PE1CR		1,711.00									
		Nonrecurring Collocation Cable Records - VG/DS0 Cable, per cable record	I		CLO	PE1CD		925.06									
		Nonrecurring Collocation Cable Records - VG/DS0 Cable, per each 100 pair	I		CLO	PE1CO		18.05	18.05								
		Nonrecurring Collocation Cable Records - DS1, per T1TIE	I		CLO	PE1C1		8.45	8.45								
		Nonrecurring Collocation Cable Records - DS3, per T3TIE	I		CLO	PE1C3		29.57	29.57								
		Nonrecurring Collocation Cable Records - Fiber Cable, per 99 fiber records	I		CLO	PE1CB		279.42	279.42								
		Physcial Collocation - Cageless - Security Escort - Basic, per Half Hour						33.15	20.44								
		Physical Collocation - Cageless - Security Escort - Overtime, per Half Hour						41.50	25.61								
		Physical Collocation - Cageless - Security Escort - Premium, per Half Hour						49.86	30.79								
		V to P Conversion, Per Customer Request-Voice Grade	I		CLO	PE1BV	33.00										
		V to P Conversion, Per Customer Request-DS0	I		CLO	PE1BO	33.00										
		V to P Conversion, Per Customer Request-DS1	I		CLO	PE1B1	52.00										
		V to P Conversion, Per Customer request-DS3	I		CLO	PE1B3	52.00										
		V to P Conversion, Per Customer Request per VG Circuit Reconfigured	I		CLO	PE1BR	23.00										
		V to P Conversion, Per Customer Request per DS0 Circuit Reconfigured	I		CLO	PE1BP	23.00										
		V to P Conversion, Per Customer Request per DS1 Circuit Reconfigured	I		CLO	PE1BS	33.00										
		V to P Conversion, Per Customer Request per DS3 Circuit Reconfigured	I		CLO	PE1BE	37.00										
		V to P Conversion, Cable Pairs Assigned to Collo Space per 700 prs or fraction thereof	I		CLO	PE1B7	592.00										
		Physical Caged Collocation-App Cost(initial & sub)-Planning, per request			CLO	PE1AC	16.16	2,903.66	2,903.66								
		Physical Caged Collocation-Space Prep-Grounding, per location			CLO	PE1BB	4.32										
		Physical Caged Collocation - Nonrecurring Charge Individual Case Basis Space Prep-Grounding ,per location			CLO	PE11D		ICB									
		Physical Caged Collocation-Space Prep-Power Delivery, per 40 amp Feed			CLO	PE1SN		142.40									
		Physical Caged Collocation-Space Prep-Power Delivery, per 100 amp Feed			CLO	PE1SO		185.72									
		Physical Caged Collocation-Space Prep-Power Delivery, per 200 amp Feed			CLO	PEISP		242.05									
		Physical Caged Collocation-Space Enclosure-Cage Preparation, per first 100 sq. ft.			CLO	PE1S1	110.97										
		Phycical Caged Collocation-Space Enclosure-Cage Preparation2, per add'l 50 sq. ft.			CLO	PE1S5	55.49										
		Physical Caged collocation-Cable Installation-Entrance Fiber Structure, interduct per ft.			CLO	PE1CP	0.0156										
		Phycical Caged Collocation-Cable Installation-Entrance Fiber, per cable			CLO	PE1CQ	2.56	944.27									

COLLOCATION - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4		Exhibit: B	
						Rec	Nonrecurring		Nonrecurring Disconnect				Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							First	Add'l	First	Add'l	OSS Rates($)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Caged Collocation-Floor Space-Land & Buildings, per sq. ft.			CLO	PE1FS	5.94										
	Physical Caged Collocation-Cable Support Structure-Cable Racking, per entrance cable			CLO	PE1CS	21.47										
	Physical Caged Collocation-Power-Power Construction, per amp DC plant			CLO	PE1PN	3.55										
	Physical Caged Collocation-Power-Power Consumption,per amp AC usage			CLO	PE1PO	2.03										
	Physical Caged Collocation-2-wire Cross Connects-Voice Grade ckts, per ckt.			CLO	PE12C	0.0475	7.68									
	Physical Caged Collocation-4-wire Cross Connects-Voice Grade Ckts, per ckt.			CLO	PE14C	0.0475	7.68									
	Physical Caged Collocation-DS1 Cross Connects-connection to DCS, per ckt.			CLO	PE11S	7.68	41.65									
	Physical Caged Collocation-DS1 Cross Connects-Connection to DSX, per ckt.			CLO	PE11X	0.38	41.65									
	Physical Caged Collocation-DS3 Cross Connects-Connection to DCS, per ckt.			CLO	PE13S	53.96	298.03									
	Physical Caged Collocation-DS3 Cross Connects-Connection to DSX, per ckt.			CLO	PE13X	9.32	298.03									
	Physical Caged Collocation-Security Access-Access Cards, per 5 Cards			CLO	PE1A2		76.10									
	Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable, per linear ft.			CLO,UDF	PE1ES	0.0013										
	Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable, per lin. ft.			CLO	PE1DS	0.0019										
	Physical Collocation - Co-Carrier Cross Connects - Application Fee, per application			CLO	PE1DT		585.09									
PHYSICAL COLLOCATION																
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	PE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	PE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
	Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	0.50	19.20	19.20					20.35	10.54	13.32	1.40
ADJACENT COLLOCATION																
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0656										
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.53										
	Adjacent Collocation - 2-Wire Cross-Connects			CLOAC	PE1P2	0.34	11.12	10.18	11.33	10.23			1.77	1.77	1.12	1.12
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL, CLOAC	PE1P4	0.33	11.30	10.31	11.62	10.44			1.77	1.77	1.12	1.12
	Adjacent Collocation - DS1 Cross-Connects			USL,CLOAC	PE1P1	1.70	28.39	16.88	11.65	10.54			1.77	1.77	1.12	1.12
	Adjacent Collocation - DS3 Cross-Connects			CLOAC	PE1P3	19.03	26.23	15.51	13.40	10.77			1.77	1.77	1.12	1.12
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	3.49	26.23	15.51	13.41	10.78			1.77	1.77	1.12	1.12
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	6.50	29.75	19.02	17.60	14.97			1.77	1.77	1.12	1.12
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		2,973.00		0.9475				1.77	1.77	1.12	1.12
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.81										
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	11.64										

COLLOCATION - Tennessee

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4 Incremental Charge - Manual Svc Order vs. Electronic- 1st	Attachment: 4 Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Exhibit: B Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Exhibit: B Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	17.45										
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	40.30										
PHYSICAL COLLOCATION IN THE REMOTE SITE																	
		Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		580.20		312.76							
		Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	220.41										
		Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		24.69									
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		218.49									
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		70.81									
		Remote Site DLEC Data (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										
		Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62								
	NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																
	Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.																