LOCAL INTERCONNECTION - Alabama														Attachment: 3		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																	
	NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
	TANDEM SWITCHING																
		Tandem Switching Function Per MOU			OHD		0.0004980bk										
		Multiple Tandem Switching, per MOU (applies to intial tandem only)			OHD		0.000498										
		Tandem Intermediary Charge, per MOU*			OHD		0.0025, INCREASING TO $.003 AFTER 12 MONTHS FROM EFFECTIVE DATE										
	* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
	TRUNK CHARGE																
		Installation Trunk Side Service-per DS0			OHD	TPP++		21.56	8.12								
		Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00										
		Dedicated End Office Trunk Port Service-per DS1**			0H1 OH1MS	TDE1P	0.00										
		Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00										
		Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
	** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
	COMMON TRANSPORT (Shared)																
		Common Transport-Per mi, Per MOU			OHD		0.0000023bk										
		Common Transport-Facilities Term Per MOU			OHD		0.0003224bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																	
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
		Interoffice Channel-Dedicated Transport-2W VG-Per mi per mo			OHL, OHM	1L5NF	0.008838										
		Interoffice Channel-Dedicated Transport-2W VG-Facility Term per mo			OHL, OHM	1L5NF	21.13	40.54	27.41	16.74	6.90						
		Interoffice Channel-Dedicated Transport-56 kbps-per mi per mo			OHL, OHM	1L5NK	0.008838										
		Interoffice Channel-Dedicated Transport-56 kbps-Facility Term per mo			OHL, OHM	1L5NK	15.12	40.54	27.41	16.74	6.90						
		Interoffice Channel-Dedicated Transport-64 kbps-per mi per mo			OHL, OHM	1L5NK	0.008838										
		Interoffice Channel-Dedicated Transport-64 kbps-Facility Term per mo			OHL, OHM	1L5NK	15.12	40.54	27.41	16.74	6.90						
		Interoffice Channel-Dedicated Channel-DS1-Per mi per mo			OH1, OH1MS	1L5NL	0.18										
		Interoffice Channel-Dedicated Tranport-DS1-Facility Term per mo			OH1, OH1MS	1L5NL	60.16	89.27	81.81	16.35	14.44						
		Interoffice Channel -Dedicated Transport-DS3-Per mi per mo			OH3, OH3MS	1L5NM	4.09										
		Interoffice Channel-Dedicated Transport-DS3-Facility Term per mo			OH3, OH3MS	1L5NM	703.52	278.75	162.76	60.20	58.46						
	LOCAL CHANNEL - DEDICATED TRANSPORT																
		Local Channel-Dedicated-2W VG per mo			OHL, OHM	TEFV2	13.97	193.10	33.17	36.64	3.20						
		Local Channel-Dedicated-4W VG per mo			OHL, OHM	TEFV4	14.93	193.53	33.60	37.11	3.67						
		Local Channel-Dedicated-DS1 per mo			OH1	TEFHG	35.76	177.47	153.72	22.19	15.26						
		Local Channel-Dedicated-DS3 Facility Term per mo			OH3	TEFHJ	416.54	451.52	263.94	119.49	83.58						
	LOCAL INTERCONNECTION MID-SPAN MEET																
	NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																
		Local Channel-Dedicated-DS1 per mo			OH1MS	TEFHG	0.00	0.00									
		Local Channel-Dedicated-DS3 per mo			OH3MS	TEFHJ	0.00	0.00									
	MULTIPLEXERS																
		Channelization-DS1 to DS0 Channel System			OH1, OH1MS	SATN1	101.06	91.04	62.57	10.54	9.79						
		DS3 to DS1 Channel System per mo			OH3, OH3MS	SATNS	166.13	178.14	93.97	33.26	31.63						
		DS3 Interface Unit (DS1 COCI) per mo			OH1, OH1MS	SATCO	12.70	6.58	4.72								
	Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																

LOCAL INTERCONNECTION - Florida														Attachment: 3		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																	
	NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
	TANDEM SWITCHING																
		Tandem Switching Function Per MOU			OHD		0.0006019bk										
		Multiple Tandem Switching, per MOU (applies to intial tandem only)			OHD		0.0006019										
		Tandem Intermediary Charge, per MOU*			OHD		0.0025, INCREASING TO $.003 AFTER 12 MONTHS FROM EFFECTIVE DATE										
	* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
	TRUNK CHARGE																
		Installation Trunk Side Service-per DS0			OHD	TPP++		21.73	8.19								
		Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00										
		Dedicated End Office Trunk Port Service-per DS1**			0H1 OH1MS	TDE1P	0.00										
		Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00										
		Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
	** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
	COMMON TRANSPORT (Shared)																
		Common Transport-Per mi, Per MOU			OHD		0.0000035bk										
		Common Transport-Facilities Term Per MOU			OHD		0.0004372bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																	
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
		Interoffice Channel-Dedicated Transport-2W VG-Per mi per mo			OHL, OHM	1L5NF	0.0091										
		Interoffice Channel-Dedicated Transport-2W VG-Facility Term per mo			OHL, OHM	1L5NF	25.32	47.35	31.78	18.31	7.03						
		Interoffice Channel-Dedicated Transport-56 kbps-per mi per mo			OHL, OHM	1L5NK	0.0091										
		Interoffice Channel-Dedicated Transport-56 kbps-Facility Term per mo			OHL, OHM	1L5NK	18.44	47.35	31.78	18.31	7.03						
		Interoffice Channel-Dedicated Transport-64 kbps-per mi per mo			OHL, OHM	1L5NK	0.0091										
		Interoffice Channel-Dedicated Transport-64 kbps-Facility Term per mo			OHL, OHM	1L5NK	18.44	47.35	31.78	18.31	7.03						
		Interoffice Channel-Dedicated Channel-DS1-Per mi per mo			OH1, OH1MS	1L5NL	0.1856										
		Interoffice Channel-Dedicated Tranport-DS1-Facility Term per mo			OH1, OH1MS	1L5NL	88.44	105.54	98.47	21.47	19.05						
		Interoffice Channel -Dedicated Transport-DS3-Per mi per mo			OH3, OH3MS	1L5NM	3.87										
		Interoffice Channel-Dedicated Transport-DS3-Facility Term per mo			OH3, OH3MS	1L5NM	1,071.00	335.46	219.28	72.03	70.56						
	LOCAL CHANNEL - DEDICATED TRANSPORT																
		Local Channel-Dedicated-2W VG per mo			OHL, OHM	TEFV2	19.66	265.84	46.97	37.63	4.00						
		Local Channel-Dedicated-4W VG per mo			OHL, OHM	TEFV4	20.45	266.54	47.67	44.22	5.33						
		Local Channel-Dedicated-DS1 per mo			OH1	TEFHG	36.49	216.65	183.54	24.30	16.95						
		Local Channel-Dedicated-DS3 Facility Term per mo			OH3	TEFHJ	531.91	556.37	343.01	139.13	96.84						
	LOCAL INTERCONNECTION MID-SPAN MEET																
	NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																
		Local Channel-Dedicated-DS1 per mo			OH1MS	TEFHG	0.00	0.00									
		Local Channel-Dedicated-DS3 per mo			OH3MS	TEFHJ	0.00	0.00									
	MULTIPLEXERS																
		Channelization-DS1 to DS0 Channel System			OH1, OH1MS	SATN1	146.77	101.42	71.62	11.09	10.49						
		DS3 to DS1 Channel System per mo			OH3, OH3MS	SATNS	211.19	199.28	118.64	40.34	39.07						
		DS3 Interface Unit (DS1 COCI) per mo			OH1, OH1MS	SATCO	13.76	10.07	7.08								
	Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																

LOCAL INTERCONNECTION - Georgia														Attachment: 3		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnec		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																	
	NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
	TANDEM SWITCHING																
		Tandem Switching Function Per MOU			OHD		0.0004086bk										
		Multiple Tandem Switching, per MOU (applies to intial tandem only)			OHD		0.0004086										
		Tandem Intermediary Charge, per MOU*			OHD		0.0025, INCREASING TO $.003 AFTER 12 MONTHS FROM EFFECTIVE DATE										
	* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
	TRUNK CHARGE																
		Installation Trunk Side Service-per DS0			OHD	TPP++		21.53	8.11								
		Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00										
		Dedicated End Office Trunk Port Service-per DS1**			0H1 OH1MS	TDE1P	0.00										
		Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00										
		Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
	** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
	COMMON TRANSPORT (Shared)																
		Common Transport-Per mi, Per MOU			OHD		0.0000027bk										
		Common Transport-Facilities Term Per MOU			OHD		0.0001914bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																	
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
		Interoffice Channel-Dedicated Transport-2W VG-Per mi per mo			OHL, OHM	1L5NF	0.0057										
		Interoffice Channel-Dedicated Transport-2W VG-Facility Term per mo			OHL, OHM	1L5NF	12.87	48.46	19.48	16.58	5.00						
		Interoffice Channel-Dedicated Transport-56 kbps-per mi per mo			OHL, OHM	1L5NK	0.0057										
		Interoffice Channel-Dedicated Transport-56 kbps-Facility Term per mo			OHL, OHM	1L5NK	7.83	48.46	19.48	16.58	5.00						
		Interoffice Channel-Dedicated Transport-64 kbps-per mi per mo			OHL, OHM	1L5NK	0.0057										
		Interoffice Channel-Dedicated Transport-64 kbps-Facility Term per mo			OHL, OHM	1L5NK	7.83	48.46	19.48	16.58	5.00						
		Interoffice Channel-Dedicated Channel-DS1-Per mi per mo			OH1, OH1MS	1L5NL	0.1154										
		Interoffice Channel-Dedicated Tranport-DS1-Facility Term per mo			OH1, OH1MS	1L5NL	34.19	111.03	80.28	31.36	21.73						
		Interoffice Channel -Dedicated Transport-DS3-Per mi per mo			OH3, OH3MS	1L5NM	2.53										
		Interoffice Channel-Dedicated Transport-DS3-Facility Term per mo			OH3, OH3MS	1L5NM	342.02	320.47	86.32	66.77	52.81						
	LOCAL CHANNEL - DEDICATED TRANSPORT																
		Local Channel-Dedicated-2W VG per mo			OHL, OHM	TEFV2	7.74	121.07	53.30	46.40	13.37						
		Local Channel-Dedicated-4W VG per mo			OHL, OHM	TEFV4	8.72	125.62	54.43	46.40	13.37						
		Local Channel-Dedicated-DS1 per mo			OH1	TEFHG	18.16	149.46	111.20	40.36	26.12						
		Local Channel-Dedicated-DS3 Facility Term per mo			OH3	TEFHJ	147.01	445.01	145.18	112.91	75.88						
	LOCAL INTERCONNECTION MID-SPAN MEET																
	NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																
		Local Channel-Dedicated-DS1 per mo			OH1MS	TEFHG	0.00	0.00									
		Local Channel-Dedicated-DS3 per mo			OH3MS	TEFHJ	0.00	0.00									
	MULTIPLEXERS																
		Channelization-DS1 to DS0 Channel System			OH1, OH1MS	SATN1	69.75	105.68	41.59	23.75	4.19						
		DS3 to DS1 Channel System per mo			OH3, OH3MS	SATNS	121.90	224.48	71.83	40.01	31.07						
		DS3 Interface Unit (DS1 COCI) per mo			OH1, OH1MS	SATCO	7.35	15.81	11.39	6.61	6.61						
	Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																

LOCAL INTERCONNECTION - Kentucky														Attachment: 3		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																	
	NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
	TANDEM SWITCHING																
		Tandem Switching Function Per MOU			OHD		0.0006772bk										
		Multiple Tandem Switching, per MOU (applies to intial tandem only)			OHD		0.0006772										
		Tandem Intermediary Charge, per MOU*			OHD		0.0025, INCREASING TO $.003 AFTER 12 MONTHS FROM EFFECTIVE DATE										
	* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
	TRUNK CHARGE																
		Installation Trunk Side Service-per DS0			OHD	TPP++		21.58	8.13								
		Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00										
		Dedicated End Office Trunk Port Service-per DS1**			0H1 OH1MS	TDE1P	0.00										
		Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00										
		Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
	** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
	COMMON TRANSPORT (Shared)																
		Common Transport-Per mi, Per MOU			OHD		0.0000030bk										
		Common Transport-Facilities Term Per MOU			OHD		0.0007466bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																	
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
		Interoffice Channel-Dedicated Transport-2W VG-Per mi per mo			OHL, OHM	1L5NF	0.01										
		Interoffice Channel-Dedicated Transport-2W VG-Facility Term per mo			OHL, OHM	1L5NF	29.11	47.34	31.78	22.77	8.75						
		Interoffice Channel-Dedicated Transport-56 kbps-per mi per mo			OHL, OHM	1L5NK	0.0115										
		Interoffice Channel-Dedicated Transport-56 kbps-Facility Term per mo			OHL, OHM	1L5NK	20.97	47.35	31.78	22.77	8.75						
		Interoffice Channel-Dedicated Transport-64 kbps-per mi per mo			OHL, OHM	1L5NK	0.0115										
		Interoffice Channel-Dedicated Transport-64 kbps-Facility Term per mo			OHL, OHM	1L5NK	20.97	47.35	31.78	22.77	8.75						
		Interoffice Channel-Dedicated Channel-DS1-Per mi per mo			OH1, OH1MS	1L5NL	0.23										
		Interoffice Channel-Dedicated Tranport-DS1-Facility Term per mo			OH1, OH1MS	1L5NL	96.04	105.52	98.46	23.09	20.49						
		Interoffice Channel -Dedicated Transport-DS3-Per mi per mo			OH3, OH3MS	1L5NM	4.97										
		Interoffice Channel-Dedicated Transport-DS3-Facility Term per mo			OH3, OH3MS	1L5NM	1,175.15	335.40	219.24	89.57	87.75						
	LOCAL CHANNEL - DEDICATED TRANSPORT																
		Local Channel-Dedicated-2W VG per mo			OHL, OHM	TEFV2	18.57	265.78	46.96	46.79	4.98						
		Local Channel-Dedicated-4W VG per mo			OHL, OHM	TEFV4	19.86	266.48	47.65	47.54	5.73						
		Local Channel-Dedicated-DS1 per mo			OH1	TEFHG	40.46	209.60	176.51	30.21	21.07						
		Local Channel-Dedicated-DS3 Facility Term per mo			OH3	TEFHJ	576.05	551.38	338.08	173.00	120.42						
	LOCAL INTERCONNECTION MID-SPAN MEET																
	NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																
		Local Channel-Dedicated-DS1 per mo			OH1MS	TEFHG	0.00	0.00									
		Local Channel-Dedicated-DS3 per mo			OH3MS	TEFHJ	0.00	0.00									
	MULTIPLEXERS																
		Channelization-DS1 to DS0 Channel System			OH1, OH1MS	SATN1	113.33	101.40	71.60	13.79	13.04						
		DS3 to DS1 Channel System per mo			OH3, OH3MS	SATNS	158.20	199.23	118.62	50.16	48.59						
		DS3 Interface Unit (DS1 COCI) per mo			OH1, OH1MS	SATCO	11.80	10.07	7.08								
	Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																

LOCAL INTERCONNECTION - Louisiana														Attachment: 3		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnec		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																	
	NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
	TANDEM SWITCHING																
		Tandem Switching Function Per MOU			OHD		0.0005507bk										
		Multiple Tandem Switching, per MOU (applies to intial tandem only)			OHD		0.0005507										
		Tandem Intermediary Charge, per MOU*			OHD		0.0025, INCREASING TO $.003 AFTER 12 MONTHS FROM EFFECTIVE DATE										
	* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
	TRUNK CHARGE																
		Installation Trunk Side Service-per DS0			OHD	TPP++		21.64	8.15								
		Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00										
		Dedicated End Office Trunk Port Service-per DS1**			0H1 OH1MS	TDE1P	0.00										
		Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00										
		Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
	** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
	COMMON TRANSPORT (Shared)																
		Common Transport-Per mi, Per MOU			OHD		0.0000032bk										
		Common Transport-Facilities Term Per MOU			OHD		0.0003748bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																	
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
		Interoffice Channel-Dedicated Transport-2W VG-Per mi per mo			OHL, OHM	1L5NF	0.013										
		Interoffice Channel-Dedicated Transport-2W VG-Facility Term per mo			OHL, OHM	1L5NF	22.60	39.36	26.62								
		Interoffice Channel-Dedicated Transport-56 kbps-per mi per mo			OHL, OHM	1L5NK	0.013										
		Interoffice Channel-Dedicated Transport-56 kbps-Facility Term per mo			OHL, OHM	1L5NK	15.61	39.37	26.62								
		Interoffice Channel-Dedicated Transport-64 kbps-per mi per mo			OHL, OHM	1L5NK	0.013										
		Interoffice Channel-Dedicated Transport-64 kbps-Facility Term per mo			OHL, OHM	1L5NK	15.61	39.37	26.62								
		Interoffice Channel-Dedicated Channel-DS1-Per mi per mo			OH1, OH1MS	1L5NL	0.2652										
		Interoffice Channel-Dedicated Tranport-DS1-Facility Term per mo			OH1, OH1MS	1L5NL	70.47	86.69	79.44								
		Interoffice Channel -Dedicated Transport-DS3-Per mi per mo			OH3, OH3MS	1L5NM	6.04										
		Interoffice Channel-Dedicated Transport-DS3-Facility Term per mo			OH3, OH3MS	1L5NM	850.45	270.69	158.05								
	LOCAL CHANNEL - DEDICATED TRANSPORT																
		Local Channel-Dedicated-2W VG per mo			OHL, OHM	TEFV2	18.32	187.51	32.21								
		Local Channel-Dedicated-4W VG per mo			OHL, OHM	TEFV4	19.41	187.94	32.63								
		Local Channel-Dedicated-DS1 per mo			OH1	TEFHG	39.18	172.34	149.27								
		Local Channel-Dedicated-DS3 Facility Term per mo			OH3	TEFHJ	469.44	438.46	256.30								
	LOCAL INTERCONNECTION MID-SPAN MEET																
	NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																
		Local Channel-Dedicated-DS1 per mo			OH1MS	TEFHG	0.00	0.00									
		Local Channel-Dedicated-DS3 per mo			OH3MS	TEFHJ	0.00	0.00									
	MULTIPLEXERS																
		Channelization-DS1 to DS0 Channel System			OH1, OH1MS	SATN1	105.09	88.41	60.76								
		DS3 to DS1 Channel System per mo			OH3, OH3MS	SATNS	201.48	172.99	91.25								
		DS3 Interface Unit (DS1 COCI) per mo			OH1, OH1MS	SATCO	11.78	6.39	4.58								
	Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																

LOCAL INTERCONNECTION - Mississippi														Attachment: 3		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																	
	NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
	TANDEM SWITCHING																
		Tandem Switching Function Per MOU			OHD		0.0005379bk										
		Multiple Tandem Switching, per MOU (applies to intial tandem only)			OHD		0.0005379										
		Tandem Intermediary Charge, per MOU*			OHD		0.0025, INCREASING TO $.003 AFTER 12 MONTHS FROM EFFECTIVE DATE										
	* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
	TRUNK CHARGE																
		Installation Trunk Side Service-per DS0			OHD	TPP++		21.58	8.13								
		Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00										
		Dedicated End Office Trunk Port Service-per DS1**			0H1 OH1MS	TDE1P	0.00										
		Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00										
		Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
	** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
	COMMON TRANSPORT (Shared)																
		Common Transport-Per mi, Per MOU			OHD		0.0000026bk										
		Common Transport-Facilities Term Per MOU			OHD		0.0004541bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																	
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
		Interoffice Channel-Dedicated Transport-2W VG-Per mi per mo			OHL, OHM	1L5NF	0.0098										
		Interoffice Channel-Dedicated Transport-2W VG-Facility Term per mo			OHL, OHM	1L5NF	22.52	40.77	27.57	17.26	7.11						
		Interoffice Channel-Dedicated Transport-56 kbps-per mi per mo			OHL, OHM	1L5NK	0.0098										
		Interoffice Channel-Dedicated Transport-56 kbps-Facility Term per mo			OHL, OHM	1L5NK	15.68	40.78	27.57	17.26	7.11						
		Interoffice Channel-Dedicated Transport-64 kbps-per mi per mo			OHL, OHM	1L5NK	0.0098										
		Interoffice Channel-Dedicated Transport-64 kbps-Facility Term per mo			OHL, OHM	1L5NK	15.68	40.78	27.57	17.26	7.11						
		Interoffice Channel-Dedicated Channel-DS1-Per mi per mo			OH1, OH1MS	1L5NL	0.201										
		Interoffice Channel-Dedicated Tranport-DS1-Facility Term per mo			OH1, OH1MS	1L5NL	57.33	89.79	82.28	16.86	14.90						
		Interoffice Channel -Dedicated Transport-DS3-Per mi per mo			OH3, OH3MS	1L5NM	4.76										
		Interoffice Channel-Dedicated Transport-DS3-Facility Term per mo			OH3, OH3MS	1L5NM	641.90	280.37	163.70	62.08	60.29						
	LOCAL CHANNEL - DEDICATED TRANSPORT																
		Local Channel-Dedicated-2W VG per mo			OHL, OHM	TEFV2	14.91	194.22	33.36	37.79	3.30						
		Local Channel-Dedicated-4W VG per mo			OHL, OHM	TEFV4	15.99	194.66	33.80	38.27	3.78						
		Local Channel-Dedicated-DS1 per mo			OH1	TEFHG	36.83	178.50	154.61	22.89	15.74						
		Local Channel-Dedicated-DS3 Facility Term per mo			OH3	TEFHJ	413.87	454.13	264.47	123.23	86.19						
	LOCAL INTERCONNECTION MID-SPAN MEET																
	NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																
		Local Channel-Dedicated-DS1 per mo			OH1MS	TEFHG	0.00	0.00									
		Local Channel-Dedicated-DS3 per mo			OH3MS	TEFHJ	0.00	0.00									
	MULTIPLEXERS																
		Channelization-DS1 to DS0 Channel System			OH1, OH1MS	SATN1	102.85	91.57	62.94	10.87	10.10						
		DS3 to DS1 Channel System per mo			OH3, OH3MS	SATNS	170.63	179.17	94.52	34.30	32.82						
		DS3 Interface Unit (DS1 COCI) per mo			OH1, OH1MS	SATCO	12.96	6.62	4.74								
	Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																

LOCAL INTERCONNECTION - North Carolina														Attachment: 3		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnec		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																	
	NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
	TANDEM SWITCHING																
		Tandem Switching Function Per MOU			OHD		0.0012bk										
		Multiple Tandem Switching, per MOU (applies to intial tandem only)			OHD		0.0012										
		Tandem Intermediary Charge, per MOU*			OHD		0.0025, INCREASING TO $.003 AFTER 12 MONTHS FROM EFFECTIVE DATE										
	* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
	TRUNK CHARGE																
		Installation Trunk Side Service-per DS0			OHD	TPP6X		21.55	8.12								
		Installation Trunk Side Service-per DS0			OHD	TPP9X		21.55	8.12								
		Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00										
		Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00										
		Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00										
		Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
	** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
	COMMON TRANSPORT (Shared)																
		Common Transport-Per Mile, Per MOU			OHD		0.00001bk										
		Common Transport-Facilities Termination Per MOU			OHD		0.00034bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																	
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
		Interoffice Channel-Dedicated Transport-2W VG-Per Mile per mo			OHM	1L5NF	0.0282										
		Interoffice Channel-Dedicated Transport-2W VG-Facility Termination per mo			OHM	1L5NF	18.00	39.36	26.62								
		Interoffice Channel-Dedicated Transport-56 kbps-per mile per mo			OHM	1L5NK	0.0282										
		Interoffice Channel-Dedicated Transport-56 kbps-Facility Termination per mo			OHM	1L5NK	17.40	39.37	26.62								
		Interoffice Channel-Dedicated Transport-64 kbps-per mile per mo			OHM	1L5NK	0.0282										
		Interoffice Channel-Dedicated Transport-64 kbps-Facility Termination per mo			OHM	1L5NK	17.40	39.37	26.62								
		Interoffice Channel-Dedicated Channel-DS1-Per Mile per mo			OH1, OH1MS	1L5NL	0.5753										
		Interoffice Channel-Dedicated Tranport-DS1-Facility Termination per mo			OH1, OH1MS	1L5NL	71.29	86.69	79.44								
		Interoffice Channel -Dedicated Transport-DS3-Per Mile per mo			OH3, OH3MS	1L5NM	12.98										
		Interoffice Channel-Dedicated Transport-DS3-Facility Termination per mo			OH3, OH3MS	1L5NM	720.38	270.69	158.05								
	LOCAL CHANNEL - DEDICATED TRANSPORT																
		Local Channel-Dedicated-2W VG per mo			OHM	TEFV2	11.24	187.51	32.21								
		Local Channel-Dedicated-4-Wire VG per mo			OHM	TEFV4	12.03	187.94	32.63								
		Local Channel-Dedicated-DS1 per mo			OH1	TEFHG	27.05	172.34	149.27								
		Local Channel-Dedicated-DS3 Facility Termination per mo			OH3	TEFHJ	298.92	438.46	256.30								
	LOCAL INTERCONNECTION MID-SPAN MEET																
	NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																
		Local Channel-Dedicated-DS1 per mo			OH1MS	TEFHG	0.00	0.00									
		Local Channel-Dedicated-DS3 per mo			OH3MS	TEFHJ	0.00	0.00									
	MULTIPLEXERS																
		Channelization- DS1 to DS0 Channel System			OH1, OH1MS	SATN1	146.69	88.41	60.76								
		DS3 to DS1 Channel System per mo			OH3, OH3MS	SATNS	233.10	172.99	91.25								
		DS3 Interface Unit (DS1 COCI) per mo			OH1, OH1MS	SATCO	16.07	6.39	4.58								
	Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																

LOCAL INTERCONNECTION - South Carolina														Attachment: 3		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnec		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																	
	NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
	TANDEM SWITCHING																
		Tandem Switching Function Per MOU			OHD		0.0007360bk										
		Multiple Tandem Switching, per MOU (applies to intial tandem only)			OHD		0.000736										
		Tandem Intermediary Charge, per MOU*			OHD		0.0025, INCREASING TO $.003 AFTER 12 MONTHS FROM EFFECTIVE DATE										
	* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
	TRUNK CHARGE																
		Installation Trunk Side Service-per DS0			OHD	TPP++		21.65	8.16								
		Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00										
		Dedicated End Office Trunk Port Service-per DS1**			0H1 OH1MS	TDE1P	0.00										
		Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00										
		Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
	** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
	COMMON TRANSPORT (Shared)																
		Common Transport-Per mi, Per MOU			OHD		0.0000045bk										
		Common Transport-Facilities Term Per MOU			OHD		0.0004095bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																	
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
		Interoffice Channel-Dedicated Transport-2W VG-Per mi per mo			OHL, OHM	1L5NF	0.0167										
		Interoffice Channel-Dedicated Transport-2W VG-Facility Term per mo			OHL, OHM	1L5NF	24.30	40.63	27.47	16.77	6.91						
		Interoffice Channel-Dedicated Transport-56 kbps-per mi per mo			OHL, OHM	1L5NK	0.0167										
		Interoffice Channel-Dedicated Transport-56 kbps-Facility Term per mo			OHL, OHM	1L5NK	16.76	40.63	27.47	16.77	6.91						
		Interoffice Channel-Dedicated Transport-64 kbps-per mi per mo			OHL, OHM	1L5NK	0.0167										
		Interoffice Channel-Dedicated Transport-64 kbps-Facility Term per mo			OHL, OHM	1L5NK	16.76	40.63	27.47	16.77	6.91						
		Interoffice Channel-Dedicated Channel-DS1-Per mi per mo			OH1, OH1MS	1L5NL	0.3415										
		Interoffice Channel-Dedicated Tranport-DS1-Facility Term per mo			OH1, OH1MS	1L5NL	77.14	89.47	81.99	16.39	14.48						
		Interoffice Channel -Dedicated Transport-DS3-Per mi per mo			OH3, OH3MS	1L5NM	8.02										
		Interoffice Channel-Dedicated Transport-DS3-Facility Term per mo			OH3, OH3MS	1L5NM	880.65	279.37	163.12	60.33	58.59						
	LOCAL CHANNEL - DEDICATED TRANSPORT																
		Local Channel-Dedicated-2W VG per mo			OHL, OHM	TEFV2	15.33	193.53	33.24	36.72	3.21						
		Local Channel-Dedicated-4W VG per mo			OHL, OHM	TEFV4	16.54	193.97	33.68	37.19	3.68						
		Local Channel-Dedicated-DS1 per mo			OH1	TEFHG	42.62	177.87	154.06	22.24	15.30						
		Local Channel-Dedicated-DS3 Facility Term per mo			OH3	TEFHJ	446.00	452.52	264.53	119.75	83.77						
	LOCAL INTERCONNECTION MID-SPAN MEET																
	NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																
		Local Channel-Dedicated-DS1 per mo			OH1MS	TEFHG	0.00	0.00									
		Local Channel-Dedicated-DS3 per mo			OH3MS	TEFHJ	0.00	0.00									
	MULTIPLEXERS																
		Channelization-DS1 to DS0 Channel System			OH1, OH1MS	SATN1	107.57	91.24	62.71	10.56	9.81						
		DS3 to DS1 Channel System per mo			OH3, OH3MS	SATNS	144.02	178.54	94.18	33.33	31.90						
		DS3 Interface Unit (DS1 COCI) per mo			OH1, OH1MS	SATCO	8.64	6.59	4.73								
	Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																

LOCAL INTERCONNECTION - Tennessee														Attachment: 3		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
	NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
	TANDEM SWITCHING															
	Tandem Switching Function Per MOU			OHD		0.0009778bk										
	Multiple Tandem Switching, per MOU (applies to intial tandem only)			OHD		0.0009778										
	Tandem Intermediary Charge, per MOU*			OHD		0.0025, INCREASING TO $.003 AFTER 12 MONTHS FROM EFFECTIVE DATE										
	* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.															
	TRUNK CHARGE															
	Installation Trunk Side Service-per DS0			OHD	TPP++		21.59	8.09								
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00										
	Dedicated End Office Trunk Port Service-per DS1**			0H1 OH1MS	TDE1P	0.00										
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00										
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
	** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements															
	COMMON TRANSPORT (Shared)															
	Common Transport-Per mi, Per MOU			OHD		0.0000064bk										
	Common Transport-Facilities Term Per MOU			OHD		0.0003871bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel-Dedicated Transport-2W VG-Per mi per mo			OHL, OHM	1L5NF	0.0174										
	Interoffice Channel-Dedicated Transport-2W VG-Facility Term per mo			OHL, OHM	1L5NF	18.58	55.39	17.37	27.96	3.51						
	Interoffice Channel-Dedicated Transport-56 kbps-per mi per mo			OHL, OHM	1L5NK	0.0174										
	Interoffice Channel-Dedicated Transport-56 kbps-Facility Term per mo			OHL, OHM	1L5NK	17.98	55.39	17.37	27.96	3.51						
	Interoffice Channel-Dedicated Transport-64 kbps-per mi per mo			OHL, OHM	1L5NK	0.0174										
	Interoffice Channel-Dedicated Transport-64 kbps-Facility Term per mo			OHL, OHM	1L5NK	17.98	55.39	17.37	27.96	3.51						
	Interoffice Channel-Dedicated Channel-DS1-Per mi per mo			OH1, OH1MS	1L5NL	0.3562										
	Interoffice Channel-Dedicated Tranport-DS1-Facility Term per mo			OH1, OH1MS	1L5NL	77.86	112.40	76.27	19.55	14.99						
	Interoffice Channel -Dedicated Transport-DS3-Per mi per mo			OH3, OH3MS	1L5NM	2.34										
	Interoffice Channel-Dedicated Transport-DS3-Facility Term per mo			OH3, OH3MS	1L5NM	848.99	395.29	176.56	109.04	105.91						
	LOCAL CHANNEL - DEDICATED TRANSPORT															
	Local Channel-Dedicated-2W VG per mo			OHL, OHM	TEFV2	19.43	199.33	24.16	54.81	4.80						
	Local Channel-Dedicated-4W VG per mo			OHL, OHM	TEFV4	20.56	201.53	24.83	55.52	5.51						
	Local Channel-Dedicated-DS1 per mo			OH1	TEFHG	40.99	277.35	233.26	33.18	22.30						
	Local Channel-Dedicated-DS3 Facility Term per mo			OH3	TEFHJ	611.30	595.37	304.50	215.82	151.15						
	LOCAL INTERCONNECTION MID-SPAN MEET															
	NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.															
	Local Channel-Dedicated-DS1 per mo			OH1MS	TEFHG	0.00	0.00									
	Local Channel-Dedicated-DS3 per mo			OH3MS	TEFHJ	0.00	0.00									
	MULTIPLEXERS															
	Channelization-DS1 to DS0 Channel System			OH1, OH1MS	SATN1	80.77	141.87	77.11	44.47	42.62						
	DS3 to DS1 Channel System per mo			OH3, OH3MS	SATNS	222.98	308.03	108.47	6.34	4.23						
	DS3 Interface Unit (DS1 COCI) per mo			OH1, OH1MS	SATCO	17.58	6.07	4.66								
	Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.															

ALLTEL Communications, Inc.

ALLTEL Communications of Mississippi RSA #2, Inc.

ALLTEL Communications of Mississippi RSA #6, Inc.

ALLTEL Communications of Mississippi RSA #7, Inc.

ALLTEL Communications Wireless, Inc.

ALLTEL Communications Wireless of Louisiana, Inc.

ALLTEL Wireless Holdings, L.L.C.

ALLTEL Wireless of Alabama, Inc.

ALLTEL Wireless of Alexandria, L.L.C.

ALLTEL Wireless of Mississippi RSA #5, L.L.C.

ALLTEL Wireless of North Louisiana, L.L.C.

ALLTEL Wireless of Shreveport, L.L.C.

Celutel, Inc.

Celutel of Biloxi, Inc.

Jackson Cellular Telephone Co., Inc.

Pascagoula Cellular Services, Inc.

Radiofone, Inc.

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BellSouth Interconnection Billing Adjustment Request (BAR)

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Carrier Dispute Section

1. Billing Company Name	2. Billing Contact Name
3. Billing Contact Address	4. Billing Contact Phone
	5. Billing Contact Fax #
	6. Billing Contact Email

Disputing Company Contact Information Section

7. Disputing Company Name	8. Disputing Contact Name
BellSouth Telecommunications	
9. Disputing Contact Address	10. Disputing Contact Phone #
8th Floor	
	11. Disputing Contact Fax #
600 N. 19th Street	
	12. Disputing Contact Email
Birmingham, Al. 35203	

General Dispute Section:

13. Date of Claim (YYYY/MM/DD)	14. Status	15. Claim/Audit Number
16. Service Type		

17. ACNA	18. OCN	19. CIC	20. BAN	21. Invoice Number(s)
BSO				
22. Bill Date	23. Billed Amount	24. Dispute Reason Code	25. Dispute Description	
26. Disputed Amount	27. Disputed Amount Withheld	28. Disputed Amount Paid	29. Dispute Bill Date From	Dispute Bill Date Thru

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BellSouth Interconnection Billing Adjustment Request (BAR)

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Dispute Information Section

30. Rate Element/USOC		31. Rate	Billed	Correct
Factor Information				
32. PIU Billed	Correct	33. PLU Billed	Correct	34.BIP Billed	Correct	35. Other Factors Billed	Correct
36. Jurisdiction				
37. Mileage Billed	Correct	38. Contract Name/#	39. Business/Residence Indicator	40. State	41. LATA

Facilities/Dedicated Circuit Dispute Information Section

42. PON	43. SON	44. EC Circuit ID	45. Circuit Location	46. IC Circuit ID	47. CFA
48. TN/AII	49. Point Code	50. USOC Quantity	51. Two-Six Code		
52. Facilities From Date	Thru Date				

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Usage Dispute Information Section

53. End Office CLLI	54. TN/ALL	55. Usage Billed Units/Quantity	56. Usage Billed Units/Quantity Disputed
57. Directionality		58. Query	59. Query Type
60. OC & C SON	61. OC & C PON	62. Usage From Date	Thru Date

Information Section

63. Tax Dispute Amount	64. Tax ememption form attached	65. Invoice(s) LPC billed	66. LPC paid, date of payment

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BellSouth Interconnection Billing Adjustment Request (BAR)

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Other

67. Other remarks

Resolution Information Section

68. Resolution Date	69. Resolution Date	70. Resolution Reason	
71. Adjustment Bill Date	72. Adjustment Invoice Number	73. Adjustment Phrase Code(s)	74. Adjustment Ban/ 75. Adjustment SON
76. Disputed Amount	77. Amount Credited	78. Bill Section Adjustment will appear on **OC&C** _____ **Adjustment** _____	

79. Resolution remarks

Attachment 4

Physical Collocation

BELLSOUTH

PHYSICAL COLLOCATION

1. Scope of Attachment

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

1.2 Right to Occupy. BellSouth shall offer to CLEC Carrier collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the FCC. Subject to the rates, terms and conditions of this Attachment, where space is available and it is technically feasible, BellSouth will allow CLEC Carrier to occupy a 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 CLEC Carrier and agreed to by BellSouth (hereinafter "Collocation Space"). The necessary rates, terms and conditions for the premises as defined by the FCC, other than BellSouth Premises, shall be negotiated upon reasonable request for collocation at such premises.

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 in this Attachment.

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

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

1.3 Space Allocation. BellSouth shall attempt to accommodate CLEC Carrier's requested space preferences, if any. In allocating Collocation Space, BellSouth shall not materially increase CLEC Carrier's cost or materially delay CLEC Carrier's occupation and use of the Collocation Space, assign Collocation Space that will impair the quality of service or otherwise limit the service CLEC Carrier wishes to offer, reduce unreasonably the total space available for physical collocation or preclude unreasonable physical collocation within the BellSouth Premises. Space shall not be available for collocation if it is: (a) physically occupied by non-obsolete equipment; (b) assigned to another collocated telecommunications carrier; (c) used to provide

physical access to occupied space; (d) used to enable technicians to work on equipment located within occupied space; (e) properly reserved for future use, either by BellSouth or another collocated telecommunications carrier; or (f) essential for the administration and proper functioning of the BellSouth Premises. BellSouth may segregate Collocation Space and require separate entrances for collocated telecommunications carriers to access their Collocation Space, pursuant to FCC Rules.

1.4 Space Reclamation. In the event of space exhaust within a BellSouth Premises, BellSouth may include in its documentation for the Petition for Waiver filed with the Commission, any unutilized space in the BellSouth Premises, including unutilized space held by CLEC Carrier and other collocated telecommunications carriers in BellSouth's Premises. CLEC Carrier will be responsible for the justification of unutilized space within its Collocation Space, if the Commission requires such justification.

1.4.1 If physical Collocation Space is needed to accommodate another telecommunication carrier's request for physical collocation or BellSouth's own immediate space needs, BellSouth may reclaim from CLEC Carrier any physical Collocation Space that is not being "efficiently used" or that cannot be proven to be needed within the two (2) year (18 months in Florida) planning period. This term (efficiently used) shall mean that substantially all of the floor space is taken up by CLEC Carrier's collocated equipment as described in Section 5.1 of this Attachment. In addition, BellSouth may reclaim, for the same reasons as those stated above, any space that is not being used at all to house CLEC Carrier's equipment and/or facilities for collocation purposes. CLEC Carrier will have one hundred eighty (180) calendar days from receipt of notice by BellSouth to CLEC Carrier of the need for such physical Collocation Space to ensure that such space is being used in accordance with the terms and conditions herein and shall be responsible to justify to the Commission, if the Commission requires such justification.

1.5 Use of Space. CLEC Carrier shall use the Collocation Space for the purpose of installing, maintaining and operating CLEC Carrier's equipment (including testing and monitoring equipment) necessary for interconnection with BellSouth's services/facilities or for accessing BellSouth's unbundled network elements (UNEs) for the provision of telecommunications services, as specifically set forth in this Agreement. The Collocation Space assigned to CLEC Carrier may not be used for any purposes other than as specifically described herein or in any amendment hereto.

1.6 Rates and Charges. CLEC Carrier agrees to pay the rates and charges identified in Exhibit B attached hereto.

1.7 If any due date contained in this Attachment falls on a weekend or a National holiday, 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 The Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.

2. Space Availability Report

2.1 Upon request from CLEC Carrier and at CLEC Carrier's expense, BellSouth will provide a written report (Space Availability Report) describing in detail the space that is currently available for collocation at a particular BellSouth Premises. This report will include the amount of Collocation Space available at the BellSouth Premises requested, the number of collocators present at the BellSouth Premises, any modifications in the use of the space since the last report on the BellSouth 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 BellSouth Premises for which the Space Availability Report was requested by CLEC Carrier.

2.1.1 The request from CLEC Carrier for a Space Availability Report must be in writing and include the BellSouth Premises street address, as identified in the Local Exchange Routing Guide (LERG) and Common Language Location Identification (CLLI) code of the BellSouth Premises. CLLI code information is located in the NECA Tariff FCC No. 4.

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

3. Collocation Options

3.1 Cageless. BellSouth shall allow CLEC Carrier to collocate CLEC Carrier's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow CLEC Carrier to have direct access to CLEC Carrier's equipment and facilities in accordance with Section 5.9. BellSouth shall make cageless collocation available in single bay increments. Except where CLEC Carrier's equipment requires special technical considerations (e.g., special cable racking or isolated ground plane), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, CLEC Carrier 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 CLEC Carrier's expense, CLEC Carrier will arrange with a Supplier certified by BellSouth (BellSouth Certified Supplier) to construct a collocation arrangement enclosure in accordance with BellSouth's Technical References (TRs) (hereinafter referred to as Specifications) prior to starting equipment installation. BellSouth will provide Specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's enclosure Specifications, CLEC Carrier and CLEC Carrier's BellSouth Certified Supplier must comply with the more stringent local building code requirements. CLEC Carrier's BellSouth Certified Supplier shall be responsible for filing and obtaining any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with CLEC Carrier and provide, at CLEC Carrier's expense, the documentation, including existing building architectural drawings, enclosure drawings, and Specifications required and necessary for CLEC Carrier's BellSouth Certified Supplier to obtain all necessary permits and/or other licenses. CLEC Carrier's BellSouth Certified Supplier shall bill CLEC Carrier directly for all work performed for CLEC Carrier to comply with this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by CLEC Carrier's BellSouth Certified Supplier. CLEC Carrier must provide the local BellSouth Central Office Building Contact with two (2) Access Keys that will allow entry into the locked enclosure. Except in the case of an emergency, BellSouth will not access CLEC Carrier's locked enclosure prior to notifying CLEC Carrier at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to the Collocation Space is required. Upon request, BellSouth shall construct the enclosure for CLEC Carrier.

3.2.1 BellSouth may elect to review CLEC Carrier's plans and specifications prior to allowing construction to start, to ensure compliance with BellSouth's Specifications. BellSouth will notify CLEC Carrier of its desire to execute this review in BellSouth's response to the Initial Application, if CLEC Carrier has indicated its desire to construct its own enclosure. If CLEC Carrier'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 date the firm order has been received by BellSouth. BellSouth shall complete its review within fifteen (15) calendar days after the receipt of CLEC Carrier's plans and specifications. Regardless of whether or not BellSouth elects to review CLEC Carrier's plans and specifications, BellSouth reserves the right to inspect the enclosure after construction has been completed to ensure that it is constructed according to CLEC Carrier's submitted plans and specifications and/or BellSouth's Specifications, as applicable. If BellSouth decides to inspect the constructed Collocation Space, BellSouth will complete its inspection within fifteen (15) calendar days after receipt of written notification of completion of the enclosure from CLEC Carrier. BellSouth shall require CLEC Carrier to remove or correct within seven (7) calendar days, at CLEC Carrier's expense, any structure that does not

meet CLEC Carrier's plans and specifications or BellSouth's Specifications, as applicable.

3.3 Shared Caged Collocation. CLEC Carrier may allow other telecommunications carriers to share CLEC Carrier's caged collocation arrangement, pursuant to the terms and conditions agreed to by CLEC Carrier (Host) and the other telecommunications carriers (Guests) contained in 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 to CLEC Carrier. BellSouth shall be notified in writing by CLEC Carrier upon the execution of any agreement between the Host and its Guest(s) within ten (10) calendar days of its execution and prior to the submission of any Firm Orders. Further, such notification shall include the name of the Guest(s), the term of the agreement, and a certification by CLEC Carrier that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Attachment between BellSouth and CLEC Carrier. The term of the agreement between the Host and its Guest(s) shall not exceed the term of this Attachment between BellSouth and CLEC Carrier.

3.3.1 CLEC Carrier, 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 Attachment. CLEC Carrier is also responsible for ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest(s), its employees and agents. BellSouth shall provide CLEC Carrier with a proration of the costs of the Collocation Space based on the number of collocators and the space used by each. There will be a minimum charge of one (1) bay/rack per Host/Guest. In addition to the above, for all states other than Florida, CLEC Carrier shall be the responsible party to BellSouth for the purpose of submitting applications for initial and additional equipment placement for the Guest(s). In Florida, the Guest(s) may submit its own initial and subsequent equipment placement applications using the Host's Access Carrier Name Abbreviation (ACNA). A separate Guest application shall result in the assessment of an Initial Application Fee or a Subsequent Application Fee, as set forth in Exhibit B, which will be billed to the Host on the date that BellSouth provides its written response to the Guest(s) Bona Fide Application (Application Response).

3.3.2 Notwithstanding the foregoing, the Guest(s) may submit service orders directly to BellSouth to request the provisioning of interconnecting facilities between BellSouth and the Guest(s), the provisioning of services, and access to UNEs. The bill for these interconnecting facilities, services and UNEs will be charged to the Guest(s) pursuant to the applicable Tariff or the Guest's Interconnection Agreement with BellSouth.

3.3.3 CLEC Carrier 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 CLEC Carrier's Guest(s) in the Collocation Space, except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.

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

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

3.4.2 CLEC Carrier must submit its Adjacent Arrangement construction plans and specifications to BellSouth when it places its firm order. BellSouth shall review CLEC Carrier's plans and specifications prior to the construction of an Adjacent Arrangement(s) to ensure CLEC Carrier's compliance with BellSouth's Specifications. BellSouth shall complete its review within fifteen (15) calendar days after receipt of the plans and specifications from CLEC Carrier for the Adjacent Arrangement. BellSouth may inspect the Adjacent Arrangement during and after construction is completed to ensure that it is constructed according to CLEC Carrier's submitted plans and specifications. If BellSouth decides to inspect the completed Adjacent Arrangement, BellSouth will complete its inspection within fifteen (15) calendar days after receipt of written notification of completion of the enclosure from CLEC Carrier. BellSouth shall require CLEC Carrier to remove or correct within seven (7) calendar days, at CLEC Carrier's expense, any structure that does not meet its submitted plans and specifications or BellSouth's Specifications, as applicable.

3.4.3 CLEC Carrier shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning (HVAC), lighting, and all of the facilities that are required to connect the structure (i.e., racking, conduits, etc.) to the BellSouth point of demarcation. At CLEC Carrier'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 those 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, subject to individual case basis (ICB) pricing. CLEC Carrier's BellSouth Certified Supplier shall be responsible, at CLEC Carrier's sole expense, for filing and obtaining any and all necessary permits and/or licenses for an Adjacent Arrangement. BellSouth shall allow Shared Caged Collocation within an Adjacent Arrangement, pursuant to the terms and conditions set forth in Section 3.3 above.

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

3.5.1 To place an order for Direct Connects, CLEC Carrier must submit an Initial Application or Subsequent Application. If no modification to the Collocation Space is requested other than the placement of Direct Connects, the Subsequent Application Fee for Direct Connects, as defined in Exhibit B, will apply. If other modifications, in addition to the placement of Direct Connects are requested, either an Initial Application Fee or Subsequent Application Fee will apply, pursuant to Section 6.3.1 of this Attachment. This nonrecurring fee will be billed by BellSouth on the date that BellSouth provides an Application Response to CLEC Carrier.

3.6 Co-Carrier Cross Connect (CCXC). The primary purpose of collocation is for a telecommunications carrier to interconnect with BellSouth's network or to access BellSouth's UNEs for the provision of telecommunications services. BellSouth will permit CLEC Carrier to interconnect between its virtual or physical collocation

arrangement(s) and that (those) of another collocated telecommunications carrier within the same BellSouth Premises. Both CLEC Carrier's agreement and the other collocated telecommunications carrier's agreement must contain the CCXC rates, terms and conditions before BellSouth will permit the provisioning of CCXCs between the two collocated carriers. CLEC Carrier is prohibited from using the Collocation Space for the sole or primary purpose of cross-connecting to other collocated telecommunications carriers.

3.6.1 CLEC Carrier must contract with a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned using facilities owned by CLEC Carrier. Such cross-connections to other collocated telecommunications carriers may be made using either electrical or optical facilities. CLEC Carrier shall be responsible for providing a letter of authorization (LOA), with the application, to BellSouth from the other collocated telecommunications carrier to which it will be cross-connecting. The CLEC Carrier-provisioned CCXC shall utilize BellSouth common cable support structure. There will be a recurring charge per linear foot, per cable, of common cable support structure used by CLEC Carrier to provision the CCXC to the other collocated telecommunications carrier. In those instances where CLEC Carrier's equipment and the equipment of the other collocated telecommunications carrier are located in contiguous caged Collocation Space, CLEC Carrier may use its own technicians to install co-carrier cross connects using either electrical or optical facilities between the equipment of both collocated telecommunications carriers by constructing a dedicated cable support structure between the two contiguous cages. CLEC Carrier shall deploy such electrical or optical cross-connections directly between its own facilities and the facilities of another collocated telecommunications carrier without being routed through BellSouth's equipment. CLEC Carrier shall not provision CCXC on any BellSouth distribution frame, POT (Point of Termination) Bay, DSX (Digital System Cross-Connect) or LGX (Light Guide Cross-Connect). CLEC Carrier is responsible for ensuring the integrity of the signal.

3.6.2 To place an order for CCXCs, CLEC Carrier must submit an Initial Application or Subsequent Application to BellSouth. If no modification to the Collocation Space is requested other than the placement of CCXCs, the Subsequent Application Fee for CCXCs, as defined in Exhibit B, will apply. If other modifications, in addition to the placement of CCXCs, are requested, either an Initial Application or Subsequent Application Fee will apply, pursuant to Section 6.3.1 of this Attachment. BellSouth will bill this nonrecurring fee on the date that it provides an Application Response to CLEC Carrier.

4. Occupancy

4.1 BellSouth will notify CLEC Carrier in writing when the Collocation Space is ready for occupancy (Space Ready Date). CLEC Carrier will schedule and complete an acceptance walkthrough of the Collocation Space with BellSouth within fifteen (15) calendar days of the Space Ready Date. BellSouth will correct any deviations in CLEC Carrier's original or jointly amended application requirements within seven (7)

calendar days after the walkthrough, unless the Parties mutually agree upon a different time frame. BellSouth will then establish a new Space Ready Date. Another acceptance walkthrough will be scheduled and conducted within fifteen (15) calendar days of the new Space Ready Date. This follow-up acceptance walkthrough will be limited to only those items identified in the initial walkthrough. If CLEC Carrier completes its acceptance walkthrough within the fifteen (15) calendar day interval, billing will begin upon the date of CLEC Carrier's acceptance of the Collocation Space (Space Acceptance Date). In the event CLEC Carrier fails to complete an acceptance walkthrough within this fifteen (15) calendar day interval, the Collocation Space shall be deemed accepted by CLEC Carrier on the Space Ready Date and billing will commence from that date. If CLEC Carrier decides to occupy the space prior to the Space Ready Date, the date CLEC Carrier occupies the space is deemed the new Space Acceptance Date and billing will begin from that date. CLEC Carrier must notify BellSouth in writing that its collocation equipment installation is complete and operational with BellSouth's network. BellSouth may, at its discretion, refuse to accept any orders for cross-connects until it has received such notice. For the purposes of this paragraph, CLEC Carrier's telecommunications equipment will be deemed operational when it has been cross-connected to BellSouth's network for the purpose of provisioning telecommunication services to its customers.

4.2 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Agreement, CLEC Carrier may terminate its occupancy of a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy. Such termination shall be effective upon BellSouth's acceptance of the Space Relinquishment Form. Billing for monthly recurring charges will cease on the date that CLEC Carrier and BellSouth conduct an inspection of the terminated space and jointly sign off on the Space Relinquishment Form or on the date that CLEC Carrier signs off on the Space Relinquishment Form and sends this form to BellSouth, provided no discrepancies are found during BellSouth's subsequent inspection of the terminated space. If the subsequent inspection by BellSouth reveals discrepancies, billing will cease on the date that BellSouth and CLEC Carrier jointly conduct an inspection, confirming that CLEC Carrier has corrected all of the noted discrepancies identified by BellSouth. A Subsequent Application Fee will not apply for the termination of occupancy; however, specific disconnect fees may apply to certain rate elements in Alabama, Florida, Georgia, Kentucky, Mississippi, South Carolina and Tennessee. The particular disconnect fees that would apply in each state are contained in Exhibit B of this Attachment. BellSouth may terminate CLEC Carrier's right to occupy Collocation Space in the event CLEC Carrier fails to comply with any provision of this Agreement, including payment of the applicable fees contained in Exhibit B of this Attachment.

4.2.1 Upon termination of occupancy, CLEC Carrier, at its sole expense, shall remove its equipment and any other property owned, leased or controlled by the CLEC Carrier from the Collocation Space. CLEC Carrier shall have thirty (30) calendar days from the Bona Fide Firm Order (BFFO) date (Termination Date) to complete such removal, including the removal of all equipment and facilities of CLEC Carrier's Guest(s),

unless CLEC Carrier's Guest(s) has assumed responsibility for the Collocation Space housing the Guest(s)'s equipment and executed the appropriate documentation required by BellSouth prior to the CLEC Carrier removal date. CLEC Carrier shall continue the payment of all monthly recurring charges to BellSouth until the date CLEC Carrier, and if applicable CLEC Carrier's Guest(s), has fully vacated the Collocation Space and the Space Relinquishment Form has been accepted by BellSouth. If CLEC Carrier or CLEC Carrier's Guest(s) fails to vacate the Collocation Space within thirty (30) calendar days from the Termination Date, BellSouth shall have the right to remove and dispose of the equipment and any other property of CLEC Carrier or CLEC Carrier's Guest(s), in any manner that BellSouth deems fit, at CLEC Carrier's expense and with no liability whatsoever for CLEC Carrier's property or CLEC Carrier's Guest(s)'s property. Upon termination of CLEC Carrier's right to occupy specific Collocation Space, the Collocation Space will revert back to BellSouth's space inventory, and CLEC Carrier shall surrender the Collocation Space to BellSouth in the same condition as when it was first occupied by CLEC Carrier, with the exception of ordinary wear and tear, unless otherwise agreed to by the Parties. CLEC Carrier's BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth's Specifications including, but not limited to, BellSouth's Central Office Record Drawings and ERMA Records. CLEC Carrier shall be responsible for the cost of removing any CLEC Carrier constructed enclosure, together with any supporting structures (e.g., racking, conduits, or power cables), by the Termination Date and restoring the grounds to their original condition.

5. Use of Collocation Space

5.1 Equipment Type. BellSouth permits the collocation of any equipment necessary for interconnection to BellSouth's network or access to BellSouth's UNEs 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 BellSouth Premises must be for interconnection to BellSouth's network or access to BellSouth's UNEs 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 collocated telecommunications carrier 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 a BellSouth 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 requirements as outlined in Telcordia Special Report SR-3580, Issue 1. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on CLEC Carrier's failure to comply with this Section.

5.1.3 CLEC Carrier shall not request more DS0, DS1, DS3 and optical terminations for a collocation arrangement than the total port or termination capacity of the equipment physically installed in the arrangement. The total capacity of the equipment collocated in the arrangement will include equipment contained in an application, as well as equipment already placed in the collocation arrangement. If full network termination capacity of the 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 CLEC Carrier submits an application for terminations that will exceed the total capacity of the collocated equipment, CLEC Carrier will be informed of the discrepancy by BellSouth and required to submit a revision to the application.

Commencing with the most current calendar quarter after the effective date of this Attachment, and thereafter with respect to each subsequent calendar quarter during the term of this Attachment, CLEC Carrier will, no later than thirty (30) days after the close of such calendar quarter, provide a report to ICS Collocation Product Management, Room 34A55, 675 W. Peachtree Street, Atlanta, Georgia 30375 listing any equipment in the Collocation Space (i) that was added during the calendar quarter to which such report pertains, and (ii) for which there is a UCC-1 lien holder or another entity that has a secured financial interest in such equipment. Equipment that satisfies both subparts (i) and (ii) of this section shall be defined as "Secured Equipment". If no Secured Equipment has been installed within a given calendar quarter, no report shall be due hereunder in connection with such calendar quarter.

5.2 CLEC Carrier shall not use the Collocation Space for marketing purposes, nor shall it place any identifying signs or markings outside the Collocation Space or on the grounds of the BellSouth Premises.

5.3 CLEC Carrier shall place a plaque or affix other identification (e.g., stenciling) to CLEC Carrier's equipment, including the appropriate emergency contacts with their corresponding telephone numbers, in order for BellSouth to properly identify CLEC Carrier's equipment in the case of an emergency.

5.4 Entrance Facilities. CLEC Carrier may elect to place CLEC Carrier-owned or CLEC Carrier-leased fiber entrance facilities into its Collocation Space. BellSouth will designate the point of interconnection in close proximity to the BellSouth Premises building housing the Collocation Space, such as at an entrance manhole or a cable vault, which are physically accessible by both Parties. CLEC Carrier will provide and place fiber cable at the point of entrance of sufficient length to be pulled through

conduit and into the splice location. CLEC Carrier will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced by BellSouth. The fire retardant riser cable will extend from the splice location to CLEC Carrier's equipment in the Collocation Space. In the event CLEC Carrier utilizes a non-metallic, riser-type entrance facility, a splice will not be required. CLEC Carrier must contact BellSouth for instructions prior to placing any entrance facility cable in the manhole. CLEC Carrier is responsible for the maintenance of the entrance facilities. At CLEC Carrier'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, copper facilities may be used between the adjacent collocation arrangement and the central office demarcation point unless BellSouth determines that limited space is available for the placement of entrance facilities.

5.5.1 Dual Entrance Facilities. BellSouth will provide at least two interconnection points at each Premises where at least two such interconnection points are available and capacity exists. Upon receipt of a request by CLEC Carrier for dual entrance facilities to its physical Collocation Space, BellSouth shall provide CLEC Carrier with information regarding BellSouth's capacity to accommodate the requested dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose or for utilization within twelve (12) months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for the installation of a second entrance facility to CLEC Carrier's Collocation Space. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance facilities are not available due to lack of capacity, BellSouth will provide this information to CLEC Carrier in the Application Response.

5.5.2 Shared Use. CLEC Carrier may utilize spare capacity on an existing interconnector's entrance facility for the purpose of providing an entrance facility to CLEC Carrier's Collocation Space within the same BellSouth Premises. BellSouth shall allow the splice, as long as the fiber is non-working fiber. CLEC Carrier must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from the other telecommunications carrier authorizing BellSouth to perform the splice of the CLEC Carrier-provided riser cable to the spare capacity on the entrance facility. If CLEC Carrier desires to allow another telecommunications carrier to use its entrance facilities, that other telecommunications carrier must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from CLEC Carrier authorizing BellSouth to perform the splice of that telecommunications carrier's provided riser cable to the spare capacity on CLEC Carrier's entrance facility.

5.6 Demarcation Point. BellSouth will designate the point(s) of demarcation between CLEC Carrier's equipment and/or network and BellSouth's network. Each Party will be responsible for the 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 BellSouth's designated

conventional distributing frame (CDF). CLEC Carrier shall be responsible for providing the necessary cabling, and CLEC Carrier's BellSouth Certified Supplier shall be responsible for installing and properly labeling/stenciling the common block and any necessary cabling identified in Section 7 of this Attachment. CLEC Carrier or its agent must perform all required maintenance to the equipment/facilities on its side of the demarcation point, pursuant to Section 5.7, following, and may self-provision cross-connects that may be required within its own Collocation Space to activate service requests.

5.6.1 In Tennessee, BellSouth will designate the point(s) of demarcation between CLEC Carrier's equipment and/or network and BellSouth's network. Each Party will be responsible for the 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 CLEC Carrier-provided Point of Termination Bay (POT Bay) in a common area within the BellSouth Premises. CLEC Carrier shall be responsible for providing, and CLEC Carrier's BellSouth Certified Supplier shall be responsible for installing and properly labeling/stenciling the POT Bay, as well as installing the necessary cabling between CLEC Carrier's Collocation Space and the demarcation point. CLEC Carrier, its agent, or CLEC Carrier's BellSouth Certified Supplier must perform all required maintenance to the equipment/facilities on its side of the demarcation point, pursuant to Section 5.7, following, and may self-provision cross-connects that may be required within its own Collocation Space to activate service requests. BellSouth will negotiate alternative rates, terms and conditions related to the demarcation point in Tennessee, if CLEC Carrier desires to avoid the use of an intermediary device as contemplated by the Tennessee Regulatory Authority.

5.7 CLEC Carrier's Equipment and Facilities. CLEC Carrier, or if required by this Attachment, CLEC Carrier'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 CLEC Carrier which must be performed in compliance with all applicable BellSouth Specifications. Such equipment and facilities may include, but are not limited to, cable(s), equipment, and point of termination connections. CLEC Carrier and its designated BellSouth Certified Supplier must follow and comply with all BellSouth Specifications outlined in the following BellSouth Technical Requirements: TR 73503, TR 73519, TR 73572, and TR 73564.

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

5.9 Access. Pursuant to Section 12, CLEC Carrier shall have access to its Collocation Space twenty-four (24) hours a day, seven (7) days a week. CLEC Carrier agrees to provide the name and social security number, date of birth, or driver's license number of each employee, supplier, or agent of CLEC Carrier or CLEC Carrier's Guest(s) that will be provided with access keys or cards (Access Keys), prior to the issuance of said Access Keys, using form RF-2906-C, the "CLEC and CLEC Certified Supplier Access Request and Acknowledgement" form. The appropriate key acknowledgement forms (the "Collocation Acknowledgement Sheet" for access cards and the "Key Acknowledgement Form" for keys) must be signed by CLEC Carrier and returned to BellSouth Access Management within fifteen (15) calendar days of CLEC Carrier's receipt. Failure to return these properly acknowledged forms will result in the holding of subsequent access key or card requests until the proper key acknowledgement documents have been received by BellSouth and reflect current information. Access Keys may not be duplicated under any circumstances. CLEC Carrier agrees to be responsible for all Access Keys and for the return of all Access Keys in the possession of CLEC Carrier's employees, suppliers, agents, or Guest(s) after termination of the employment relationship, the contractual obligation with CLEC Carrier ends, upon the termination of this Attachment, or upon the termination of occupancy of Collocation Space in a specific BellSouth Premises.

5.9.1 BellSouth will permit one (1) accompanied site visit to CLEC Carrier's designated Collocation Space, after receipt of the BFFO, without charge to CLEC Carrier. CLEC Carrier must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to a BellSouth Premises at least thirty (30) calendar days prior to the date CLEC Carrier desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, CLEC Carrier may submit a request for its one (1) accompanied site visit to its designated Collocation Space at any time subsequent to BellSouth's receipt of the BFFO. In the event CLEC Carrier desires access to the Collocation Space after submitting such a request, but prior to the approval of its access request, in addition to the first accompanied free visit, BellSouth shall permit CLEC Carrier to access the Collocation Space accompanied by a security escort, at CLEC Carrier's expense, which will be assessed pursuant to the Security Escort fees contained in Exhibit B. CLEC Carrier must request escorted access to its designated Collocation Space at least three (3) business days prior to the date such access is desired.

5.10 Lost or Stolen Access Devises. CLEC Carrier shall immediately notify BellSouth in writing when any of its Access Keys have been lost or stolen. If it becomes necessary for BellSouth to re-key buildings or deactivate an Access card as a result of a lost or stolen Access Device(s) or for failure of CLEC Carrier's employees, suppliers, agents or Guest(s) to return an Access Device(s), CLEC Carrier shall pay for the costs of re-keying or deactivating the Access card pursuant to the fees set forth in Exhibit B.

5.11 Interference or Impairment. Notwithstanding any other provisions of this Attachment, CLEC Carrier 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 any other entity or any person's use of its telecommunications services; 2) endangers or damages the equipment, facilities or any other property of BellSouth or 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 CLEC Carrier violates the provisions of this paragraph, BellSouth shall provide written notice to CLEC Carrier, which shall direct CLEC Carrier to cure the violation within forty-eight (48) hours of CLEC Carrier's receipt of written notice or, at a minimum, to commence curative measures within twenty-four (24) hours and exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to conduct an inspection of the Collocation Space.

5.11.1 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 CLEC Carrier fails to take curative action within forty-eight (48) hours or if the violation is of a character that poses an immediate and substantial threat of damage to property or injury or death to any person, or any other significant degradation, interference or impairment of 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 CLEC Carrier's equipment and/or facilities. BellSouth will endeavor, but is not required, to provide notice to CLEC Carrier prior to the taking of such action and BellSouth shall have no liability to CLEC Carrier for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

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

5.12 Personalty and its Removal. Facilities and equipment placed by CLEC Carrier 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 CLEC Carrier at any time. Any damage caused to the Collocation Space by CLEC Carrier's employees, suppliers, agents or representatives during the installation or removal of such property shall be promptly repaired by CLEC Carrier at its sole expense. If CLEC Carrier decides to remove equipment from its Collocation Space and the removal requires no physical work be performed by BellSouth and CLEC Carrier's physical work includes, but is not limited to, power reduction, cross-connects, or tie pairs, BellSouth will bill CLEC Carrier an Administrative Only Application Fee as set forth in Exhibit B. This nonrecurring fee will be billed on the date that BellSouth provides an Application Response to CLEC Carrier.

5.13 Alterations. Under no condition shall CLEC Carrier or any person acting on behalf of CLEC Carrier make any rearrangement, modification, augment, improvement, addition, and/or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the BellSouth Premises, without the express written consent of BellSouth, which shall not be unreasonably withheld. The cost of any such rearrangement, modification, augment, improvement, addition, and/or other alteration shall be paid by CLEC Carrier, and shall require a Subsequent Application and will result in the assessment of either a Subsequent Application Fee, an Administrative Only Application Fee or an Initial Application Fee as set forth in Section 6.3.1, which will be billed by BellSouth on the date that BellSouth provides CLEC Carrier with an Application Response.

5.14 Janitorial Service. CLEC Carrier shall be responsible for the general upkeep of its Collocation Space. CLEC Carrier shall 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 BellSouth Premises-specific basis, upon request.

6. Ordering and Preparation of Collocation Space

6.1 If any state or federal regulatory agency imposes procedures or intervals applicable to CLEC Carrier and BellSouth that are different from the 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 that are submitted for the first time after the effective date thereof.

6.2 Initial Application. For CLEC Carrier's or CLEC Carrier's Guest's(s') initial equipment placement, CLEC Carrier shall input a Physical Expanded Interconnection Application Document (Initial Application) directly into BellSouth's electronic application (e.App) system for processing. The Initial Application is considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the application are completed with the appropriate type of information. An application fee

will apply to each application submitted by CLEC Carrier and will be billed by BellSouth on the date BellSouth provides CLEC Carrier with an Application Response.

6.3 Subsequent Application. In the event CLEC Carrier or CLEC Carrier's Guest(s) desires to modify its use of the Collocation Space after a BFFO, CLEC Carrier shall complete an application (Subsequent Application) that contains all of the detailed information associated with the alteration related to the Collocation Space, as defined in Section 5.13 of this Attachment. The Subsequent Application will be considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the Subsequent Application are completed with the appropriate type of information associated with the alteration. BellSouth shall determine what modifications, if any, to the BellSouth Premises are required to accommodate the change requested by CLEC Carrier in the application. Such modifications to the BellSouth 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 CLEC Carrier shall be dependent upon the level of assessment needed. If the modifications reflected on the Subsequent Application require no labor or capital expenditure by BellSouth, but BellSouth must perform an assessment of the application to evaluate whether or not BellSouth would be required to perform necessary infrastructure or provisioning activities, then an Administrative Only Application Fee shall apply. This Administrative Only Application Fee would be applicable in instances such as those associated with a Transfer of Ownership of the Collocation Space, Removal of Equipment from the Collocation Space, a modification to an application prior to receipt of the BFFO and a V-to-P Conversion (In Place). The fee for a Subsequent Application in which the modifications requested have limited effect (e.g., requires labor expenditure but no capital expenditure by BellSouth and where sufficient cable support structure, HVAC, power and terminations are available) shall be the Subsequent Application Fee, as set forth in Exhibit B. A modification involving a capital expenditure by BellSouth shall require CLEC Carrier to submit the Subsequent Application with an Initial Application Fee. The appropriate nonrecurring application fee will be billed on the date BellSouth provides CLEC Carrier with an Application Response.

6.4 Space Preferences. If CLEC Carrier has previously requested and received a Space Availability Report for the BellSouth Premises, CLEC Carrier may submit up to three (3) space preferences on its application by identifying the specific space identification numbers referenced on the Space Availability Report for the space it is requesting. In the event BellSouth cannot accommodate CLEC Carrier's preference(s), CLEC Carrier may accept the space allocated by BellSouth or cancel its application and submit another application requesting additional space preferences for the same central office. This application will be treated as a new application and an application fee will apply. The application fee will be billed by BellSouth on the date that BellSouth provides CLEC Carrier with an Application Response.

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 the requested BellSouth Premises. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide, the items/revisions necessary to cause the application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify CLEC Carrier of the amount of space that is available and no application fee will apply. When BellSouth's response includes an amount of space less than that requested by CLEC Carrier or space that is configured differently, no application fee will apply. If CLEC Carrier decides to accept the available space, CLEC Carrier must resubmit its application to reflect the actual space available, including the configuration of the space, prior to submitting a BFFO. When CLEC Carrier resubmits its application to accept the available space, BellSouth will bill CLEC Carrier the appropriate application fee.

6.5.2 BellSouth will respond to a Florida or Tennessee 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/revisions 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 bill CLEC Carrier an appropriate application fee on the date that BellSouth provides the Application Response. When BellSouth's Application Response includes an amount of space less than that requested by CLEC Carrier or space that is configured differently, if CLEC Carrier decides to accept the available space, CLEC Carrier must amend its application to reflect the actual space available, including the configuration of the space, prior to submitting a BFFO.

6.5.3 Denial of Application. If BellSouth notifies CLEC Carrier that no space is available (Denial of Application), BellSouth will not assess an application fee to CLEC Carrier. After notifying CLEC Carrier that there is no available space in the requested BellSouth Premises, BellSouth will allow CLEC Carrier, upon request, to tour the entire BellSouth Premises within ten (10) calendar days of such Denial of Application. In order to schedule this tour within ten (10) calendar days, BellSouth must receive the request for a tour of the BellSouth Premises within five (5) calendar days of the Denial of Application.

6.6 Filing of Petition for Waiver. Upon Denial of Application, BellSouth will timely file a petition with the appropriate 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 CLEC Carrier to inspect any floor plans or diagrams that BellSouth provides to the Commission.

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

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

6.7.2 When physical Collocation Space becomes available, CLEC Carrier must submit an updated, complete, and accurate application to BellSouth within thirty (30) calendar days of notification by BellSouth that physical Collocation Space will be available in the requested BellSouth Premises previously out of space. If CLEC Carrier has originally requested caged Collocation Space and cageless Collocation Space becomes available, CLEC Carrier may refuse such space and notify BellSouth in writing within the thirty (30) day timeframe that CLEC Carrier wants to maintain its place on the waiting list for caged Physical Collocation Space, without accepting the available cageless Collocation Space.

CLEC Carrier may accept an amount of space less than what it originally requested by submitting an application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If CLEC Carrier does not submit an application or notify BellSouth in writing as described above, BellSouth will offer the space to the next telecommunication carrier on the waiting list and remove CLEC Carrier from the waiting list. Upon request, BellSouth will advise CLEC Carrier as to its position on the waiting list.

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

6.9 Application Response.

6.9.1 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, when space has been determined to be available for physical (caged or cageless) arrangements, BellSouth will provide an Application 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 any other applicable space preparation fees, as described in Section 8.

6.9.2 In Florida and Tennessee, 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 an Application Response including sufficient information to enable CLEC Carrier 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 CLEC Carrier submits ten (10) or more applications within ten (10) calendar days, the initial fifteen (15) calendar day response interval will increase by ten (10) calendar days for every additional ten (10) applications or fraction thereof.

6.10 Application Modifications. If a modification or revision is made to any information in the Bona Fide Application prior to a BFFO, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, at the request of CLEC Carrier, or as necessitated by technical considerations, the application shall be considered a new application and handled as a new application with respect to the response and provisioning intervals. BellSouth will charge CLEC Carrier the appropriate application fee associated with the level of assessment performed by BellSouth. If the modification requires no labor or capital expenditure by BellSouth, but BellSouth must perform an assessment of the application to evaluate whether or not BellSouth would be required to perform necessary infrastructure or provisioning activities, then an Administrative Only Application Fee shall apply. The fee for an application modification in which the modification requested has limited effect (e.g., requires labor expenditure but no capital expenditure by BellSouth and where sufficient cable support structure, HVAC, power and terminations are available) shall be the Subsequent Application Fee as set forth in Exhibit B. A modification involving a capital expenditure by BellSouth shall require CLEC Carrier to submit the application with an Initial Application Fee. The appropriate nonrecurring application

fee will be billed on the date BellSouth provides CLEC Carrier with an Application Response.

6.11 Bona Fide Firm Order.

6.11.1 CLEC Carrier shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a BFFO to BellSouth. The BFFO must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to CLEC Carrier's Bona Fide Application or CLEC Carrier's application will expire.

6.11.2 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of CLEC Carrier's BFFO. BellSouth will acknowledge the receipt of CLEC Carrier's BFFO within seven (7) calendar days of receipt, so that CLEC Carrier will have positive confirmation from BellSouth that its BFFO has been received. BellSouth's response to a BFFO will include a Firm Order Confirmation, which contains the firm order date. No revisions can be made to a BFFO.

7. Construction and Provisioning

7.1 Construction and Provisioning Intervals.

7.1.1 In Florida and Tennessee, BellSouth will complete construction of physical Collocation Space as soon as possible within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. For virtual Collocation Space, BellSouth will complete construction as soon as possible within a maximum of sixty (60) calendar days from receipt of a BFFO or as agreed to by the Parties. For Augments requested to Collocation Space after the initial space has been completed, BellSouth will complete construction for Collocation Space as soon as possible within a maximum of forty-five (45) calendar days from receipt of a BFFO or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant provisioning interval and BellSouth and CLEC Carrier cannot agree upon a completion date, within forty-five (45) calendar days of receipt of the BFFO for an initial request, or within thirty (30) calendar days of receipt of the BFFO for an Augment, BellSouth may seek an extension from the Commission.

7.1.2 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, BellSouth will complete construction for physical caged Collocation Space under ordinary conditions as soon as possible within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. BellSouth will complete construction for physical cageless Collocation Space under ordinary conditions as soon as possible within a maximum of sixty (60) calendar days from receipt of a BFFO and ninety (90) calendar days from receipt of a BFFO for extraordinary conditions, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes required to BellSouth's support systems (Examples include, but are not limited to: minor modifications to HVAC, cabling and BellSouth's power plant). Extraordinary conditions include, but may not

be limited to: major BellSouth equipment rearrangements or additions; power plant additions or upgrades; major mechanical additions or upgrades; major upgrades for ADA compliance; environmental hazards or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from the ordered interval from the appropriate Commission.

7.1.3 When CLEC Carrier adds equipment within initial demand parameters that requires no additional space preparation work on the part of BellSouth, then no additional charges or intervals will be imposed by BellSouth that would cause delay in CLEC Carrier's operation.

7.1.4 In the states of Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, BellSouth will provide the reduced intervals outlined below to CLEC Carrier, when CLEC Carrier requests an augment that is identified in Sections 7.1.4.1, 7.1.4.2, 7.1.4.3, 7.1.4.4 and 7.1.4.5 (Augment) after the Space Ready Date for existing physical Collocation Space. Unless otherwise set forth in Section 7.1.4.10, any such augment application will require a Subsequent Application and will result in the assessment of an Augment Application fee as set forth in Exhibit B.

7.1.4.1 Simple Augments will be completed within twenty (20) calendar days after receipt of the BFFO for an:

- Extension of Existing AC Circuit Capacity within Arrangement Where Sufficient Circuit Capacity is Available
- Fuse Change and/or Increase or Decrease -48V DC Power from Existing ILEC BDFB

7.1.4.2 Minor Augments will be completed within forty-five (45) calendar days after receipt of the BFFO for:

- 168 DS1s Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
- 96 DS3s Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
- 99 Fiber Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
- Maximum of 2000 Service Ready DS0 Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)

7.1.4.3 Intermediate Augments will be completed within sixty (60) calendar days after receipt of the BFFO for:

- 168 DS1s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)

- 96 DS3s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)
- 99 Fiber Terminations (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)
- 2000 DS0s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)
- Installation of Cable Racking or Other Support Structures as Required to Support Co-Carrier Cross Connects (Adequate Floor or Ceiling Structural Capacity Exists and Support/Protection Structure for Fiber Patch Cord is Excluded)

7.1.4.4 Major Augments of physical Collocation Space will be completed within ninety (90) calendar days after BFFO. This category includes all requests for additional physical Collocation Space (caged or cageless).

7.1.4.5 Major Augments of virtual Collocation Space will be completed within seventy-five (75) calendar days after BFFO. This category includes all requests for additional virtual Collocation Space.

7.1.4.6 If CLEC Carrier submits an augment application request that includes two augment items from the same category in either Section 7.1.4.1, 7.1.4.2, or7.1.4.3 above, the provisioning interval associated with the next highest augment category will apply (e.g., if two items from the minor augment category are requested on the same request, then an interval of sixty (60) calendar days from the receipt of the BFFO would apply, which is the interval associated with the intermediate category).

7.1.4.7 If CLEC Carrier submits an augment application request that includes three augment items from the same category in either Section 7.1.4.1, 7.1.4.2, or7.1.4.3 above, the major augment interval of ninety (90) calendar days from the receipt of the BFFO would apply (e.g., if three items from the simple augment category are requested on the same request for a physical collocation arrangement, then an interval of ninety (90) calendar days from the receipt of the BFFO would apply, which is the major physical augment interval; likewise if three items from the simple augment category are requested on the same request for a virtual collocation arrangement, then an interval of seventy-five (75) calendar days from the receipt of the BFFO would apply, which is the major virtual augment interval).

7.1.4.8 If CLEC Carrier submits an augment application request that includes one augment item from two separate categories in Sections 7.1.4.1, 7.1.4.2 and 7.1.4.3 above, the augment interval associated with the highest augment category will apply (e.g., if an item from the minor augment category and an item from the intermediate augment category are requested on the same request, then an interval of sixty (60) calendar days from the receipt of the BFFO would apply, which is the interval associated with the intermediate augment category).

7.1.4.9 All Augments not expressly included in the Simple, Minor, Intermediate or Major categories, as outlined above, will be placed into the appropriate category as

negotiated by CLEC Carrier and BellSouth. If CLEC Carrier and BellSouth are unable to determine the appropriate category through negotiation, then the appropriate major augment category, identified in Section 7.1.4.4 and Section 7.1.4.5, would apply based on whether the augment request is for CLEC Carrier's physical or virtual Collocation Space.

7.1.4.10 Individual application fees associated with simple, minor and intermediate augment applications are contained in Exhibit B. The appropriate application fee will be assessed to CLEC Carrier at the time BellSouth provides CLEC Carrier with the Application Response. CLEC Carrier will be assessed a Subsequent Application Fee for all Major Augment applications (Major Augments are defined above in Sections 7.1.4.4 and 7.1.4.5). The Subsequent Application Fee is also reflected in Exhibit B of this Attachment.

7.2 Joint Planning. Joint planning between BellSouth and CLEC Carrier will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a BFFO. BellSouth will provide the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide Application and BFFO. The Collocation Space completion interval will be provided to CLEC Carrier during the joint planning meeting.

7.3 Permits. Each Party, its agent(s) or BellSouth Certified Supplier(s) will file for the appropriate permits required for the scope of work to be performed by that Party, its agent(s) or BellSouth Certified Supplier(s) within ten (10) calendar days of the completion of the finalized construction design and specifications.

7.4 Acceptance Walkthrough. CLEC Carrier will schedule and complete an acceptance walkthrough of the Collocation Space with BellSouth within fifteen (15) calendar days after the Space Ready Date. In the event CLEC Carrier fails to complete an acceptance walkthrough within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by CLEC Carrier on the Space Ready Date. BellSouth will correct any deviations to CLEC Carrier's original or jointly amended design and/or specification requirements within seven (7) calendar days after the walkthrough, unless the Parties mutually agree upon a different timeframe.

7.5 Circuit Facility Assignments (CFAs). Unless otherwise specified, BellSouth will provide CFAs to CLEC Carrier prior to the applicable provisioning interval set forth herein (Provisioning Interval) for those BellSouth Premises in which CLEC Carrier has physical Collocation Space with no POT bay or with a grandfathered POT bay provided by BellSouth. BellSouth cannot provide CFAs to CLEC Carrier prior to the Provisioning Interval for those BellSouth Premises in which CLEC Carrier has physical Collocation Space with a POT bay provided by CLEC Carrier or virtual Collocation Space, until CLEC Carrier provides BellSouth with the following information:

For physical Collocation Space with a CLEC Carrier-provided POT bay, CLEC Carrier shall provide BellSouth with a complete layout of the POT panels on an equipment inventory update (EIU) form, showing locations, speeds, etc.

For virtual Collocation Space, CLEC Carrier shall provide BellSouth with a complete layout of CLEC Carrier's equipment on an 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 CLEC Carrier's BellSouth Certified Supplier.

7.5.1 BellSouth cannot begin work on the CFAs until the complete and accurate EIU form is received from CLEC Carrier. If the EIU form is provided within ten (10) calendar days prior to the ending date of the Provisioning Interval, then the CFAs will be made available by the ending date of the Provisioning Interval. If the EIU form is not received ten (10) calendar days prior to the ending date of the Provisioning Interval, then the CFAs will be provided within ten (10) calendar days of receipt of the EIU form.

7.5.2 BellSouth will bill CLEC Carrier a nonrecurring charge, as set forth in Exhibit B, each time CLEC Carrier requests a resend of its CFAs for any reason other than a BellSouth error in the CFAs initially provided to CLEC Carrier.

7.6 Use of BellSouth Certified Supplier. CLEC Carrier shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. CLEC Carrier and CLEC Carrier's BellSouth Certified Supplier must follow and comply with all of BellSouth's Specifications, as outlined in the following BellSouth Technical Requirements: TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, CLEC Carrier must select different BellSouth Certified Suppliers for those work activities associated with transmission equipment, switching equipment and power equipment. BellSouth shall provide CLEC Carrier with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing CLEC Carrier's equipment and associated components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is completed, and notifying BellSouth's equipment engineers and CLEC Carrier upon successful completion of the installation, etc. The BellSouth Certified Supplier shall bill CLEC Carrier directly for all work performed for CLEC Carrier pursuant to this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by CLEC Carrier's BellSouth Certified Supplier. BellSouth shall make available its supplier certification program to CLEC Carrier or any supplier proposed by CLEC Carrier and will not unreasonably withhold certification. All work performed by or for CLEC Carrier shall conform to generally accepted industry standards.

7.7 Alarm and Monitoring. BellSouth shall place environmental alarms in the BellSouth Premises for the protection of BellSouth equipment and facilities. CLEC Carrier shall be responsible for the placement, monitoring and removal of environmental and equipment alarms used to service CLEC Carrier's Collocation Space. Upon request,

BellSouth will provide CLEC Carrier with an applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by CLEC Carrier. Both Parties shall use best efforts to notify the other of any verified environmental condition known to that Party.

7.8 Virtual to Physical Collocation Relocation. In the event physical Collocation Space was previously denied at a BellSouth Premises due to technical reasons or space limitations and physical Collocation Space has subsequently become available, CLEC Carrier may relocate its existing virtual collocation arrangement(s) to a physical collocation arrangement(s) and pay the appropriate fees associated with physical Collocation Space and the rearrangement or reconfiguration of services currently being terminated in the virtual collocation arrangement. If BellSouth knows when additional space for physical collocation may become available at the BellSouth Premises requested by CLEC Carrier, such information will be provided to CLEC Carrier in BellSouth's written denial of physical Collocation Space. To the extent that (i) physical Collocation Space becomes available to CLEC Carrier within one hundred eighty (180) calendar days of BellSouth's written denial of CLEC Carrier's request for physical Collocation Space, (ii) BellSouth had knowledge that the space was going to become available, and (iii) CLEC Carrier was not informed in the written denial that physical Collocation Space would become available within such one hundred eighty (180) calendar day period, then CLEC Carrier 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 Space. CLEC Carrier 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 Space to cageless physical Collocation Space within thirty (30) calendar days and from virtual Collocation Space to caged physical Collocation Space within ninety (90) calendar days.

7.9 Virtual to Physical Conversion (In-Place). Virtual collocation arrangements may be converted to "in-place" physical collocation arrangements if the potential conversion meets all of the following criteria: 1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual Collocation Space; 2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that 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 Space; and 4) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. Unless otherwise specified, BellSouth will complete virtual to physical conversions (in-place) within sixty (60) calendar days from receipt of the BFFO. BellSouth will bill CLEC Carrier an Administrative Only Application Fee, as set forth in Exhibit B, on the date BellSouth provides an Application Response to CLEC Carrier.

7.9.1 In Alabama and Tennessee, BellSouth will complete Virtual to Physical Conversions (In Place) within thirty (30) calendar days from receipt of the BFFO.

7.10 Cancellation. If at any time prior to space acceptance, CLEC Carrier cancels its order for Collocation Space (Cancellation), BellSouth will bill the applicable nonrecurring charge(s) for any and all work processes for which work has begun or been completed. In Georgia, if CLEC Carrier cancels its order for Collocation Space at any time prior to space acceptance, BellSouth will bill CLEC Carrier for all costs incurred prior to the date of Cancellation and for any costs incurred as a direct result of the Cancellation, not to exceed the total amount that would have been due had the firm order not been cancelled.

7.11 Licenses. CLEC Carrier, at its own expense, will be solely responsible for obtaining from the proper governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, permits, licenses, and certificates necessary or required to operate as a provider of telecommunication services to the public or to build-out, equip and/or occupy Collocation Space in a BellSouth Premises.

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

8. Rates and Charges

8.1 Application Fee. BellSouth shall assess a nonrecurring application fee via a service order on the date BellSouth responds pursuant to Section 6.10 (Application Response).

8.1.1 In Tennessee, the application fee for caged Collocation Space is the planning fee for both Initial Applications and Subsequent Applications placed by CLEC Carrier. Likewise, for cageless Collocation Space, the same Cageless - Application Fee applies for both Initial Applications and Subsequent Applications placed by CLEC Carrier. BellSouth will bill the appropriate nonrecurring application fee on the date that BellSouth provides an Application Response to CLEC Carrier.

8.2 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed. This nonrecurring fee will be billed by BellSouth upon receipt of CLEC Carrier's BFFO.

8.3 Recurring Charges. If CLEC Carrier has met the applicable fifteen (15) calendar day walkthrough interval specified in Section 4, billing for recurring charges will begin upon the Space Acceptance Date. In the event that CLEC Carrier fails to complete an acceptance walkthrough within the applicable fifteen (15) calendar day interval, billing for recurring charges will commence on the Space Ready Date. If CLEC Carrier occupies the space prior to the Space Ready Date, the date CLEC Carrier occupies the space is deemed the new Space Acceptance Date and billing for recurring charges will begin on that date.

8.4 Space Preparation. Space preparation fees consist of a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications assessed per arrangement, per square foot and Common Systems Modifications assessed per arrangement, per square foot for cageless collocation and per cage for caged collocation. CLEC Carrier shall remit payment of the nonrecurring Firm Order Processing fee coincident with the submission of a BFFO. These charges recover the costs associated with preparing the Collocation Space, which includes, but is not limited to, the following items: a survey, engineering of the Collocation Space, design and modification costs for network, building and support systems, etc. In the event CLEC Carrier opts for cageless space, the space preparation fees will be assessed based on the total square footage of floor space dedicated to CLEC Carrier as prescribed in this Section.

8.5 Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the BellSouth Premises, but does not include any power-related costs incurred by BellSouth. When the Collocation Space is enclosed, CLEC Carrier shall pay floor space charges based upon the number of square feet so enclosed. The minimum size for caged Collocation Space is 100 square feet. Additional caged Collocation Space may be requested in increments of 50 square feet. When the Collocation Space is not enclosed, CLEC Carrier 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 CLEC Carrier's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, CLEC Carrier shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement.

8.6 Power. BellSouth shall make available –48 Volt (-48V) Direct Current (DC) power for CLEC Carrier's Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay (BDFB) upon CLEC Carrier's request within the BellSouth Premises; however, the determination of whether BellSouth will permit the power configuration requested by CLEC Carrier will be made at BellSouth's sole discretion, which shall not be unreasonably withheld. BellSouth will revise CLEC Carrier's recurring power charges to reflect a power upgrade upon notification of the completion of the upgrade by CLEC Carrier's BellSouth Certified Vendor. BellSouth will revise recurring power charges to reflect a power reduction upon BellSouth's receipt of the Power Reduction Form from CLEC Carrier certifying the completion of the power reduction work, including the removal of the power cabling by CLEC Carrier's BellSouth Certified Supplier.

8.6.1 When obtaining power from a BDFB, fuses and power cables (A&B) must be engineered (sized), and installed by CLEC Carrier's BellSouth Certified Supplier.

Likewise, when obtaining power from a BellSouth power board, power cables (A&B) must be engineered (sized) and installed by CLEC Carrier's BellSouth Certified Supplier. CLEC Carrier is responsible for contracting with a BellSouth Certified Supplier for the power distribution feeder cable running from a BellSouth BDFB or BellSouth power board to CLEC Carrier's equipment. The determination of whether CLEC Carrier's requested DC power will be provided from the BellSouth BDFB or BellSouth power board will be made at BellSouth's sole, but reasonable, discretion. The BellSouth Certified Supplier contracted by CLEC Carrier must provide BellSouth with a copy of the engineering power specifications prior to the day on which CLEC Carrier's equipment becomes operational (Commencement Date). BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB or BellSouth power board and CLEC Carrier's Collocation Space. CLEC Carrier shall contract with a BellSouth Certified Supplier who will be responsible for the following power provisioning activities: installing, removing or replacing dedicated power cable support structure within CLEC Carrier's arrangement, power cable feeds, and terminations of cable. A BellSouth Certified Supplier must perform all terminations at a BellSouth power board. CLEC Carrier shall comply with all applicable National Electric Code (NEC), BellSouth TR73503, Telcordia and ANSI Standards regarding power cabling, installation, and maintenance.

8.6.2 If CLEC Carrier elects to install its own DC Power Plant, BellSouth shall provide Alternating Current (AC) power to feed CLEC Carrier'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 CLEC Carrier's BellSouth Certified Supplier, except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. CLEC Carrier's BellSouth Certified Supplier must also provide a copy of the engineering power Specifications prior to the Commencement Date. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit B. AC power voltage and phase ratings shall be determined on a per location basis. At CLEC Carrier's option, CLEC Carrier may arrange for AC power in an adjacent collocation arrangement from a retail provider of electrical power.

8.6.3 In Tennessee, monthly 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 racks to CLEC Carrier's equipment or space enclosure. CLEC Carrier shall contract with a BellSouth Certified Supplier to perform the installation and removal of dedicated power cable support structure within CLEC Carrier's arrangement and terminations of cable within the Collocation Space.

8.6.3.1 In Tennessee, nonrecurring charges for –48V DC power distribution will be based on the costs associated with collocation power plant investment and the associated infrastructure.

8.6.4 In Alabama and Louisiana, CLEC Carrier has the option to purchase power directly from an electric utility company. Under such an option, CLEC Carrier 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 CLEC Carrier. CLEC Carrier's BellSouth Certified Supplier must comply with all applicable safety codes, including the National Electric Safety Codes, in the installation of this power arrangement. If CLEC Carrier previously had power supplied by BellSouth, CLEC Carrier may request to change its Collocation Space to obtain power from an electric utility company by submitting a Subsequent Application. BellSouth will waive the application fee for this Subsequent Application if no other changes are requested therein. Any floor space, cable racking, etc. utilized by CLEC Carrier in provisioning said power will be billed on an ICB basis.

8.6.5 In South Carolina, CLEC Carrier has the option to purchase power directly from an electric utility company where technically feasible and where space is available in a requested BellSouth Premises. Under such option, CLEC Carrier 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 power cabling. The actual work to install this arrangement must be performed by a BellSouth Certified Supplier hired by CLEC Carrier. CLEC Carrier's BellSouth Certified Supplier must comply with all applicable national, regional, state and local safety, electrical, fire and building codes, including the National Electric Safety Code standards, in the installation of this power arrangement, just as BellSouth is required to comply with these codes. CLEC Carrier must submit an application to BellSouth for the appropriate amount of Collocation Space that CLEC Carrier requires to install this type of power arrangement. BellSouth will evaluate the request and determine if the appropriate amount of space is available within the office for the installation of CLEC Carrier's power equipment and facilities. This type of power arrangement must be located in an appropriate area in the central office that has been properly conditioned for the installation of power equipment and conforms to the applicable national, regional, state and local safety, electrical, fire and building codes. BellSouth shall waive the application fee or any other nonrecurring charges that would otherwise be due from a CLEC that decides to reconfigure an existing collocation power arrangement to purchase power directly from an electric utility company as provided herein. CLEC Carrier shall be responsible for the recurring charges associated with the central office space needed for this type of power arrangement, including space required to place associated power-related equipment and facilities (i.e., batteries, generator, power meter, etc.). If there is no space available for this type of power arrangement in the requested central office, BellSouth may seek a waiver of these requirements from the Commission for the central office requested. CLEC Carrier would still retain the option of ordering its power needs directly from BellSouth.

8.6.6 If CLEC Carrier desire to reduce the amount of power that it has requested from BellSouth, CLEC Carrier must submit a Subsequent Application for this power reduction. If no other modifications to the Collocation Space are requested other than the reduction in power, the Power Reduction Only, Application fee, as set forth in Exhibit B, will apply. If other modifications are requested in addition to the reduction of power, the Subsequent Application Fee will apply. BellSouth will bill the appropriate nonrecurring application fee on the date BellSouth provides an Application Response to CLEC Carrier.

8.6.7 In Alabama and Louisiana, if CLEC Carrier is currently served from the BellSouth main power board and requests that its power be reconfigured to connect to a BellSouth BDFB in a specific central office, CLEC Carrier must submit a Subsequent Application to BellSouth. A response to such application will be provided by BellSouth within seven (7) calendar days and no application fee will apply for the initial power reduction at each BellSouth Premises in which CLEC Carrier is currently collocated.

8.7 Security Escort. A security escort will be required whenever CLEC Carrier or its approved agent desires access to the entrance manhole or must have access to a BellSouth Premises after the one (1) accompanied site visit allowed pursuant to Section 5.9 prior to completing BellSouth's Security Training requirements. The rates for security escort service are assessed, beginning with the scheduled escort time, pursuant to the fee schedule in Exhibit B. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and CLEC Carrier shall pay for such half-hour charges in the event CLEC Carrier fails to show up.

8.8 Cable Record charges. These charges apply for work required to add or change existing cable records assigned to CLEC Carrier in BellSouth's database systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records. The Cable Record charges are assessed as nonrecurring fees in all BellSouth states, other than Louisiana, and will be billed upon receipt of CLEC Carrier's BFFO. In Louisiana, the Cable Record charges are assessed on a monthly recurring basis and will be billed upon receipt of CLEC Carrier's BFFO.

8.9 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 CLEC Carrier shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section and underwritten by insurance companies licensed to do business in the states applicable under this Agreement and having a Best's Insurance Rating of A-.

9.2 CLEC Carrier 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 CLEC Carrier's real and personal property situated on or within BellSouth's Central Office location(s).

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

9.5 CLEC Carrier 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. CLEC Carrier shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from CLEC Carrier's insurance company. CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier's net worth exceeds five hundred million dollars ($500,000,000), CLEC Carrier 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. CLEC Carrier shall provide audited financial statements to BellSouth thirty (30) calendar 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 CLEC Carrier in the event that self-insurance status is not granted to CLEC Carrier. If BellSouth approves CLEC Carrier for self-insurance, CLEC Carrier shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of CLEC Carrier's corporate officers. The ability to self-insure shall continue so long as the CLEC Carrier meets all of the requirements of this Section. If CLEC Carrier subsequently no longer satisfies this Section, CLEC Carrier 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 Attachment upon thirty (30) calendar days' notice to CLEC Carrier 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 Attachment.

10. Mechanics Liens

10.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or CLEC Carrier), 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 CLEC Carrier's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between CLEC Carrier's equipment and equipment of BellSouth. BellSouth may conduct an inspection if CLEC Carrier adds equipment and may otherwise conduct routine inspections at

reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide CLEC Carrier 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, CLEC Carrier will be required, at its own expense, to conduct a statewide investigation of criminal history records for each CLEC Carrier employee hired in the past five years being considered for work on the BellSouth Premises, for the states/counties where the CLEC Carrier 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. CLEC Carrier shall not be required to perform this investigation if an affiliated company of CLEC Carrier has performed an investigation of the CLEC Carrier employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if CLEC Carrier has performed a pre-employment statewide investigation of criminal history records of the CLEC Carrier employee for the states/counties where the CLEC Carrier 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 CLEC Carrier 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.

12.3 CLEC Carrier 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 BellSouth Premises. The photo identification card shall bear, at a minimum, the employee's name and photo and CLEC Carrier's name. BellSouth reserves the right to remove from a BellSouth Premises any employee of CLEC Carrier not possessing identification issued by CLEC Carrier or who has violated any of BellSouth's policies as outlined in the CLEC Security Training documents. CLEC Carrier shall not hold BellSouth harmless for any damages resulting from such removal of its personnel from a BellSouth Premises. CLEC Carrier shall be solely responsible for ensuring that any Guest(s) of CLEC Carrier is in compliance with all subsections of this Section.

12.4 CLEC Carrier shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. CLEC Carrier 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 CLEC Carrier personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that CLEC Carrier chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, CLEC Carrier may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth

Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).

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

12.4.2 CLEC Carrier 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.

12.5 For each CLEC Carrier employee or agent hired by CLEC Carrier within five years of being considered for work on the BellSouth Premises, who requires access to a BellSouth Premises pursuant to this Attachment, CLEC Carrier 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 certify that the employee completed the security training. If the employee's criminal history includes misdemeanor convictions, CLEC Carrier will disclose the nature of the convictions to BellSouth at that time. In the alternative, CLEC Carrier 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.

12.5.1 For all other CLEC Carrier employees requiring access to a BellSouth Premises pursuant to this Attachment, CLEC Carrier shall furnish BellSouth, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 12.5 above and that security training was completed by the employee.

12.6 At BellSouth's request, CLEC Carrier shall promptly remove from the BellSouth Premises any employee of CLEC Carrier BellSouth does not wish to grant access to a BellSouth Premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of CLEC Carrier is found interfering with the property or personnel of BellSouth or another collocated telecommunications carrier, provided that an investigation shall promptly be commenced by BellSouth.

12.7 Security Violations. BellSouth reserves the right to interview CLEC Carrier's employees, agents, or suppliers in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another collocated telecommunications carrier's property or personnel, provided that BellSouth shall provide reasonable notice to CLEC Carrier's Security representative of such interview. CLEC Carrier and its suppliers shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving CLEC Carrier's employees, agents, or suppliers. Additionally, BellSouth reserves the right to

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

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

12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on BellSouth's Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.

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

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 CLEC Carrier's permitted use hereunder, then either Party may elect within ten (10) calendar 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 CLEC Carrier'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 CLEC Carrier, except for improvements not to 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. CLEC Carrier 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 CLEC Carrier's acceleration of the project increases the cost of the project, then those additional charges will be incurred by CLEC Carrier. Where allowed and where practical, CLEC Carrier may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, CLEC Carrier shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for CLEC Carrier's permitted use, until such Collocation Space is fully repaired and restored and CLEC Carrier's equipment installed therein (but in no event later than thirty (30) calendar days after the Collocation Space is fully repaired and restored). Where CLEC Carrier has placed an Adjacent Arrangement pursuant to Section 3.4, CLEC Carrier 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 Attachment shall terminate with respect to such Collocation Space or Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and CLEC Carrier shall each have the right to terminate this Attachment with respect to such Collocation Space or Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) calendar days after such taking.

15. Nonexclusivity

15.1 CLEC Carrier understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

ENVIRONMENTAL AND SAFETY PRINCIPLES

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

1. GENERAL PRINCIPLES

1.1 Compliance with Applicable Law. BellSouth and CLEC Carrier agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC (Applicable Laws). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.

1.2 Notice. BellSouth and CLEC Carrier 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. A Hazardous Chemical inventory list is posted on an OSHA Poster and updated annually at each Central Office. This Poster is normally located near the front entrance of the building or in the lounge area. Each Party is required to provide specific notice for known potential Imminent Danger conditions. CLEC Carrier should contact 1-800-743-6737 for any BellSouth MSDS required.

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

1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the CLEC Carrier space with proper notification. BellSouth reserves the right to stop any CLEC Carrier work operation that imposes Imminent Danger to the environment, employees or other persons in the area on BellSouth's Premises.

1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by CLEC Carrier are owned by CLEC Carrier. CLEC Carrier 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 CLEC Carrier or different hazardous materials used by CLEC Carrier at a BellSouth Premises. CLEC Carrier must demonstrate adequate emergency response capabilities for

its materials used or remaining at the BellSouth Premises.

1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, either Party discovering the condition must notify the other Party. All Spills or Releases of regulated materials will immediately be reported by CLEC Carrier to BellSouth.

1.7 Coordinated Environmental Plans and Permits. BellSouth and CLEC Carrier 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 CLEC Carrier will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, CLEC Carrier 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 BellSouth disposition vendors and disposal sites.

1.8 Environmental and Safety Indemnification. BellSouth and CLEC Carrier 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 BellSouth Premises.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

2.1 When performing functions that fall under the following Environmental categories on BellSouth's Premises, CLEC Carrier 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. CLEC Carrier further agrees to cooperate with BellSouth to ensure that CLEC Carrier's employees, agents, and/or suppliers are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by CLEC Carrier, its employees, agents and/or suppliers.

2.2 The most current version of the reference documentation must be requested from CLEC Carrier's BellSouth Regional Contract Manager (RCM) (f/k/a Account Team Collocation Coordinator – ATCC).

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact RCM Representative)
Emergency response	Hazmat/waste release/spill fire safety emergency	Fact Sheet Series 17000 Building Emergency Operations Plan (EOP) (specific to and located on BellSouth's Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state, & federal laws and regulations Performance of services in accordance with BST's environmental M&Ps Insurance	Std T&C 450 Std T&C 450-B (Contact RCM Representative 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 supplier	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact RCM Representative)
Maintenance/operations work which may produce a waste Other maintenance work	Compliance with all applicable local, state, & federal laws and regulations Protection of 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	Procurement Manager (CRES Related Matters)-BST Supply Chain Services Fact Sheet Series 17000 GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)
Manhole cleaning	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	Std T&C 450 Fact Sheet 14050 BSP 620-145-011PR Issue A, August 1996 Std T&C 660-3 Approved Environmental Vendor List (Contact RCM Representative)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3 For questions regarding removing or disturbing materials that contain asbestos, call the BST Bldg Svc Cntr: 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 BellSouth Premises which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

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

4. ACRONYMS

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

BST – BellSouth Telecommunications

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

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std T&C - Standard Terms & Conditions

Attachment 4

Remote Site Physical Collocation

BELLSOUTH

REMOTE SITE PHYSICAL COLLOCATION

1. Scope of Attachment

1.1 The rates, terms, and conditions contained within this Attachment shall only apply when CLEC Carrier is occupying the collocation space as a sole occupant or as a Host within a Remote Site Location (Remote Collocation Space) pursuant to this Attachment.

1.2 Right to occupy. BellSouth shall offer to CLEC Carrier Remote Collocation Space on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the FCC. Subject to the rates, terms, and conditions of this Attachment, where space is available and collocation is technically feasible, BellSouth will allow CLEC Carrier to occupy that certain area designated by BellSouth within a BellSouth Remote Site Location, or on BellSouth property upon which the BellSouth Remote Site Location is located, of a size, which is specified by CLEC Carrier and agreed to by BellSouth. BellSouth Remote Site Locations include cabinets, huts, and controlled environmental vaults owned or leased by BellSouth that house BellSouth Network Facilities. To the extent this Attachment does not include all the necessary rates, terms and conditions for BellSouth Remote Site Locations other than cabinets, huts and controlled environmental vaults, the Parties will negotiate said rates, terms, and conditions upon request for collocation at BellSouth Remote Site Locations other than those specified above.

1.3 Space Reservation.

1.3.1 In all states other than Florida, the number of racks/bays specified by CLEC Carrier may contemplate a request for space sufficient to accommodate CLEC Carrier's growth within a two-year period.

1.3.2 In the state of Florida, the number of racks/bays specified by CLEC Carrier may contemplate a request for space sufficient to accommodate CLEC Carrier's growth within an eighteen (18) month period.

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

1.4 Third Party Property. If the Premises, or the property on which it is located, is leased by BellSouth from a Third Party or otherwise controlled by a Third Party, special considerations and intervals may apply in addition to the terms and conditions of this

Attachment. Additionally, where BellSouth notifies CLEC Carrier that BellSouth's agreement with a Third Party does not grant BellSouth the ability to provide access and use rights to others, upon CLEC Carrier's request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for CLEC Carrier. CLEC Carrier agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for CLEC Carrier. In cases where a Third Party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated by this Attachment and BellSouth, despite its best efforts, is unable to secure such access and use rights for CLEC Carrier as above, CLEC Carrier shall be responsible for obtaining such permission to access and use such property. BellSouth shall cooperate with CLEC Carrier in obtaining such permission.

1.5 Space Reclamation. In the event of space exhaust within a Remote Site Location, BellSouth may include in its documentation for the Petition for Waiver filing any unutilized space in the Remote Site Location. CLEC Carrier will be responsible for any justification of unutilized space within its Remote Collocation Space, if the Commission requires such justification.

1.6 Use of Space. CLEC Carrier shall use the Remote Collocation Space for the purposes of installing, maintaining and operating CLEC Carrier's equipment (to include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities or for accessing BellSouth unbundled network elements (UNEs) for the provision of telecommunications services, as specifically set forth in this Agreement. The Remote Collocation Space may be used for no other purposes except as specifically described herein or in any amendment hereto.

1.7 Rates and charges. CLEC Carrier agrees to pay the rates and charges identified in Exhibit B attached hereto.

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

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 their obligations hereunder.

2. Space Availability Report

2.1 Upon request from CLEC Carrier, BellSouth will provide a written report (Space Availability Report), describing in detail the space that is available for collocation and specifying the amount of Remote Collocation Space available at the Remote Site Location requested, the number of collocators present at the Remote Site Location, any modifications in the use of the space since the last report on the Remote Site Location requested and the measures BellSouth is taking to make additional space

available for collocation arrangements. A Space Availability Report does not reserve space at the Remote Site Location.

2.1.1 The request from CLEC Carrier for a Space Availability Report must be written and must include the Common Language Location Identification (CLLI) code for both the Remote Site Location and the serving wire center. The CLLI code information for the serving wire center is located in the NECA Tariff FCC No. 4. If CLEC Carrier is unable to obtain the CLLI code for the Remote Site Location from, for example, a site visit to the remote site, CLEC Carrier may request the CLLI code from BellSouth. To obtain a CLLI code for a Remote Site Location directly from BellSouth, CLEC Carrier should submit to BellSouth a Remote Site Interconnection Request for the serving wire center CLLI code prior to submitting its request for a Space Availability Report. CLEC Carrier should complete all the requested information and submit the Request to BellSouth. BellSouth will bill the applicable fee upon receipt of the request.

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

2.2 Remote Terminal information. Upon request, BellSouth will provide CLEC Carrier with the following information concerning BellSouth's remote terminals: (i) the address of the remote terminal; (ii) the CLLI code of the remote terminal; (iii) the carrier serving area of the remote terminal; (iv) the designation of which remote terminals subtend a particular central office; and (v) the number and address of customers that are served by a particular remote terminal.

2.2.1 BellSouth will provide this information on a first come, first served basis within thirty (30) calendar days of a CLEC Carrier request subject to the following conditions: (i) the information will only be provided on a CD in the same format in which it appears in BellSouth's systems; (ii) the information will only be provided for each serving wire center designated by CLEC Carrier, up to a maximum of thirty (30) wire centers per CLEC Carrier request per month per state, and up to for a maximum of one hundred twenty (120) wire centers total per month per state for all CLECs; and (iii) CLEC Carrier agrees to pay the costs incurred by BellSouth in providing the information.

3. Collocation Options

3.1 Cageless. BellSouth shall allow CLEC Carrier to collocate CLEC Carrier's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow CLEC Carrier to have direct access to CLEC Carrier's

equipment and facilities in accordance with Section 5.8. BellSouth shall make cageless collocation available in single rack/bay increments. Except where CLEC Carrier's equipment requires special technical considerations (e.g., special cable racking or isolated ground plane), BellSouth shall assign cageless Remote Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, CLEC Carrier 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 pursuant to Section 7.6 following.

3.2 Caged. At CLEC Carrier's expense, CLEC Carrier may arrange with a Supplier certified by BellSouth (BellSouth Certified Supplier) to construct a collocation arrangement enclosure, where technically feasible as that term has been defined by the FCC, in accordance with BellSouth's Technical References (TR) (Specifications) prior to starting equipment installation. BellSouth will provide Specifications upon request. CLEC Carrier'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 CLEC Carrier and provide, at CLEC Carrier's expense, the documentation, including existing building architectural drawings, enclosure drawings, and Specifications required and necessary for CLEC Carrier's BellSouth Certified Supplier to obtain the zoning, permits and/or other licenses. CLEC Carrier's BellSouth Certified Supplier shall bill CLEC Carrier directly for all work performed for CLEC Carrier pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by CLEC Carrier's BellSouth Certified Supplier. CLEC Carrier must provide the local BellSouth Remote Site Location contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access CLEC Carrier's locked enclosure prior to notifying CLEC Carrier at least forty-eight (48) hours before access to the Remote Site Location is required. Upon request, BellSouth shall construct the enclosure for CLEC Carrier.

3.2.1 BellSouth may elect to review CLEC Carrier's plans and specifications prior to allowing construction to start to ensure compliance with BellSouth's Specifications. Notification to CLEC Carrier indicating BellSouth's desire to execute this review will be provided in BellSouth's response to the Application, if CLEC Carrier has indicated their desire to construct their own enclosure. If CLEC Carrier's Application does not indicate their desire to construct their own enclosure, but their firm order does indicate their desire to construct their 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 CLEC Carrier'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 Specifications, as applicable. BellSouth shall require

CLEC Carrier to remove or correct within seven (7) calendar days at CLEC Carrier's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth's Specifications.

3.3 Shared Collocation. CLEC Carrier may allow other telecommunications carriers to share CLEC Carrier's Remote Collocation Space pursuant to terms and conditions agreed to by CLEC Carrier (Host) and other telecommunications carriers (Guests) and pursuant to this Section, except where the BellSouth Remote Site Location is located within a leased space and BellSouth is prohibited by said lease from offering such an option or is located on property for which BellSouth holds an easement and such easement does not permit such an option. CLEC Carrier 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 CLEC Carrier that said agreement imposes upon the Guest(s) the same terms and conditions for Remote Collocation Space as set forth in this Attachment between BellSouth and CLEC Carrier.

3.3.1 CLEC Carrier, as the Host, shall be the sole interface and responsible Party to BellSouth for assessment of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. BellSouth shall provide CLEC Carrier with a proration of the costs of the Remote 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 those instances where the Host permits a Guest to use a shelf within the Host's bay, BellSouth will not prorate the cost of the bay. In all states other than Florida, and in addition to the foregoing, CLEC Carrier shall be the responsible party to BellSouth for the purpose of submitting applications for bay/rack placement for the Guest. In Florida the Guest may directly submit bay/rack placement applications using the Host's access carrier name abbreviation (ACNA). A separate Guest application shall require the assessment of an Application Fee, as set forth in Exhibit B, which will be charged to the Host. BellSouth shall bill this nonrecurring fee on the date that BellSouth provides it written response (Application Response).

3.3.2 Notwithstanding the foregoing, the Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and the Guest and for the provision of the services and access to unbundled network elements. The bill for these interconnecting facilities, services and access to UNEs will be charged to the Guest pursuant to the applicable tariff or the Guest's Interconnection Agreement with BellSouth.

3.3.3 CLEC Carrier 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

CLEC Carrier's Guest(s) in the Remote Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.

3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit adjacent Remote Site collocation arrangements (Remote Site Adjacent Arrangement) on the property on which the Remote Site is located when space within the Remote Site Location is legitimately exhausted, where the Remote Site Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Remote Site Location property. The Remote Site Adjacent Arrangement shall be constructed or procured by CLEC Carrier and in conformance with BellSouth's design and construction Specifications. Further, CLEC Carrier shall construct, procure, maintain and operate said Remote Site Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be negotiated at the time of the application for the Remote Site Adjacent Arrangement.

3.4.1 Should CLEC Carrier elect Adjacent Collocation, CLEC Carrier must arrange with a BellSouth Certified Supplier to construct a Remote Site Adjacent Arrangement structure in accordance with BellSouth's Specifications. Where local building codes require enclosure specifications more stringent than BellSouth's Specifications, CLEC Carrier and CLEC Carrier's BellSouth Certified Supplier must comply with local building code requirements. CLEC Carrier's BellSouth Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. CLEC Carrier's BellSouth Certified Supplier shall bill CLEC Carrier directly for all work performed for CLEC Carrier pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by CLEC Carrier's BellSouth Certified Supplier. CLEC Carrier must provide the local BellSouth Remote Site Location contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access CLEC Carrier's locked enclosure prior to notifying CLEC Carrier at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to the locked enclosure is required.

3.4.2 CLEC Carrier must submit its plans and specifications to BellSouth with its Firm Order. BellSouth shall review CLEC Carrier's plans and specifications prior to construction of a Remote Site Adjacent Arrangement(s) to ensure compliance with BellSouth's Specifications. BellSouth shall complete its review within fifteen (15) calendar days after receipt of plans and specifications. BellSouth may inspect the Remote Site Adjacent Arrangement(s) during and after construction to confirm it is constructed according to the submitted plans and specifications. BellSouth shall require CLEC Carrier to remove or correct within seven (7) calendar days at CLEC Carrier's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth's Specifications.

3.4.3 CLEC Carrier 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 CLEC Carrier'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. CLEC Carrier's BellSouth Certified Supplier shall be responsible, at CLEC Carrier's expense, for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement. BellSouth shall allow Shared Collocation within a Remote Site Adjacent Arrangement pursuant to the terms and conditions set forth herein.

3.5 Co-carrier cross-connect (CCXC). The primary purpose of collocation is for a collocated telecommunications carrier to interconnect with BellSouth's network or to access BellSouth's UNEs for the provision of telecommunications services within a BellSouth Premises. BellSouth will permit CLEC Carrier to interconnect between its virtual or physical collocation arrangements and those of another collocated telecommunications carrier within the same Remote Site Location. Both CLEC Carrier's agreement and the other collocated telecommunications carrier's agreement must contain rates, terms and conditions for CCXC language. At no point in time shall CLEC Carrier use the Remote Collocation Space for the sole or primary purpose of cross connecting to other collocated telecommunications carriers.

3.5.1 CLEC Carrier must use a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned through facilities owned by CLEC Carrier. Such connections to other collocated telecommunications carriers may be made using either optical or electrical facilities. In cases where CLEC Carrier's equipment and the equipment of the other collocated telecommunications carrier are located in contiguous caged Collocation Spaces, CLEC Carrier will have the option of using CLEC Carrier's own technicians to deploy co-carrier cross connects using either electrical or optical facilities between the sets of equipment and construct its own dedicated cable support structure. CLEC Carrier shall deploy such optical or electrical connections directly between its own facilities and the facilities of other collocated telecommunications carriers without being routed through BellSouth equipment. CLEC Carrier shall not provision CCXC on any BellSouth distribution frame, POT (Point of Termination) Bay, DSX (Digital System Cross-connect) or LGX (Light Guide Cross-connect). CLEC Carrier is responsible for ensuring the integrity of the signal.

3.5.2 CLEC Carrier shall be responsible for providing a letter of authorization (LOA) to BellSouth from the other collocated telecommunications carrier prior to installing the CCXC. CLEC Carrier-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, CLEC Carrier will have the option of using CLEC Carrier's own technicians to construct its own dedicated support structure.

3.5.3 To order CCXCs, CLEC Carrier must submit an Application. If no modification to the Remote Collocation Space is requested other than the placement of CCXCs, the Subsequent Application Fee for CCXCs, as defined in Exhibit B, will apply. If modifications in addition to the placement of CCXCs are requested, the Application Fee will apply. This nonrecurring fee will be billed by BellSouth on the date that BellSouth provides an Application Response.

4. **Occupancy**

4.1 BellSouth will notify CLEC Carrier in writing that the Remote Collocation Space is ready for occupancy (Space Ready Date). CLEC Carrier will schedule and complete an acceptance walkthrough of each Remote Collocation Space with BellSouth within fifteen (15) calendar days of the Space Ready Date. BellSouth will correct any deviations to CLEC Carrier's original or jointly amended requirements within seven (7) calendar days after the walkthrough, unless the Parties jointly agree upon a different time frame, and BellSouth shall establish a new Space Ready Date. Another acceptance walkthrough will then be scheduled and conducted within fifteen (15) calendar days of the new Space Ready Date. This follow-up acceptance walkthrough will be limited to those items identified in the initial walkthrough. If CLEC Carrier has met the fifteen (15) calendar day interval(s), billing will begin upon the date of CLEC Carrier's acceptance of the Collocation Space (Space Acceptance Date). In the event that CLEC Carrier fails to complete an acceptance walkthrough within this fifteen (15) calendar day interval, the Remote Collocation Space shall be deemed accepted by CLEC Carrier on the Space Ready Date and billing will commence from that date. If CLEC Carrier decides to occupy the space prior to the Space Ready Date, the date CLEC Carrier occupies the space becomes the new Space Acceptance Date and billing begins from that date. CLEC Carrier 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, CLEC Carrier'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 Attachment, CLEC Carrier may terminate occupancy in a particular Remote Collocation Space by submitting an Application requesting termination of occupancy; such termination shall be effective upon BellSouth's acceptance of the Space Relinquishment Form. Billing for monthly recurring charges will cease on the date CLEC Carrier and BellSouth conduct an inspection of the terminated space and jointly sign off on the Space Relinquishment Form or on the date that CLEC Carrier signs off on the Space Relinquishment Form and sends the form to BellSouth if a subsequent inspection of the terminated space by BellSouth reveals no discrepancies. If the subsequent inspection by BellSouth reveals discrepancies, billing

will cease on the date that BellSouth and CLEC Carrier jointly conduct an inspection which confirms that CLEC Carrier has corrected the discrepancies. An Application Fee will not apply for termination of occupancy. BellSouth may terminate CLEC Carrier's right to occupy the Remote Collocation Space in the event CLEC Carrier fails to comply with any provision of this Agreement.

4.2.1 Upon termination of occupancy, CLEC Carrier at its expense shall remove its equipment and other property from the Remote Collocation Space. CLEC Carrier shall have thirty (30) calendar days from the Bona Fide Firm Order (BFFO) Application Date (Termination Date) to complete such removal, including the removal of all equipment and facilities of CLEC Carrier's Guest(s), unless CLEC Carrier's Guest(s) has assumed responsibility for the Remote Collocation Space housing the Guest(s)'s equipment and executed the documentation required by BellSouth prior to such removal date. CLEC Carrier shall continue payment of monthly fees to BellSouth until such date as CLEC Carrier, and if applicable CLEC Carrier's Guest(s), has fully vacated the Remote Collocation Space and the Space Relinquish Form has been accepted by BellSouth. Should CLEC Carrier or CLEC Carrier's Guest(s) fail to vacate the Remote Collocation Space within thirty (30) calendar days from the Termination Date, BellSouth shall have the right to remove the equipment and dispose of the equipment and other property of CLEC Carrier or CLEC Carrier's Guest(s), in any manner that BellSouth deems fit, at CLEC Carrier's expense and with no liability whatsoever for CLEC Carrier's or CLEC Carrier's Guest(s)'s property. Upon termination of CLEC Carrier's right to occupy Remote Collocation Space, the Remote Collocation Space will revert back to BellSouth, and CLEC Carrier shall surrender such Remote Collocation Space to BellSouth in the same condition as when first occupied by the CLEC Carrier except for ordinary wear and tear unless otherwise agreed to by the Parties. For CEVs and huts CLEC Carrier's BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth's Specifications including but not limited to Record Drawings and ERMA Records. CLEC Carrier shall be responsible for the cost of removing any CLEC Carrier constructed enclosure, together with all support structures (e.g., racking, conduits, or power cables), at the termination of occupancy and restoring the grounds to their original condition.

5. Use of Remote Collocation Space

5.1 Equipment Type. BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth's network or for access to BellSouth's UNEs 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 Remote Collocation Space must be for interconnection to BellSouth's network or for access to BellSouth's UNEs 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 collocated telecommunications carrier 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 3 requirements as outlined in the Telcordia Special Report SR-3580, Issue 1. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on CLEC Carrier's failure to comply with this Section.

5.1.2.1 All CLEC Carrier equipment installation shall comply with BellSouth TR 73503-11h, "Grounding - Engineering Procedures". Metallic cable sheaths and metallic strength members of optical fiber cables as well as the metallic cable sheaths of all copper conductor cables shall be bonded to the designated grounding bus for the Remote Site Location. All copper conductor pairs, working and non-working, shall be equipped with a solid-state protector unit (over-voltage protection only), which has been listed by a nationally recognized testing laboratory.

5.1.3 CLEC Carrier shall identify to BellSouth whenever CLEC Carrier submits a Method of Procedure (MOP) adding equipment to CLEC Carrier's Remote Collocation Space all UCC-1 lien holders or other entities that have a financial interest, secured or otherwise, in the equipment in CLEC Carrier's Remote Collocation Space. CLEC Carrier shall submit a copy of the list of any lien holders or other entities that have a financial interest to CLEC Carrier's ATCC Representative.

5.2 CLEC Carrier shall not use the Remote Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Remote Collocation Space or on the grounds of the Remote Site Location.

5.3 CLEC Carrier shall place a plaque or other identification affixed to CLEC Carrier's equipment to identify CLEC Carrier's equipment, including a list of emergency contacts with telephone numbers.

5.4 Entrance Facilities. CLEC Carrier may elect to place CLEC Carrier-owned or CLEC Carrier-leased fiber entrance facilities into the Remote Collocation Space. BellSouth will designate the point of interconnection at the Remote Site Location housing the Remote Collocation Space, which is physically accessible by both Parties. CLEC

Carrier will provide and place copper cable through conduit from the Remote Collocation Space to the Feeder Distribution Interface to the splice location of sufficient length for splicing by BellSouth. CLEC Carrier must contact BellSouth for instructions prior to placing the entrance facility cable. CLEC Carrier is responsible for maintenance of the entrance facilities.

5.4.1 Shared Use. CLEC Carrier may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to CLEC Carrier's collocation arrangement within the same BellSouth Remote Site Location. BellSouth shall allow splicing to the entrance facility, provided that the fiber is non-working fiber. CLEC Carrier must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from the other telecommunications carrier for BellSouth to splice the CLEC Carrier provided riser cable to the spare capacity on the entrance facility. If CLEC Carrier desires to allow another telecommunications carrier to use its entrance facilities, then that telecommunications carrier must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from CLEC Carrier for BellSouth to splice that telecommunications carrier's provided riser cable to the spare capacity on CLEC Carrier's entrance facility.

5.5 Demarcation Point. BellSouth will designate the point(s) of demarcation between CLEC Carrier'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. CLEC Carrier or its agent must perform all required maintenance to CLEC Carrier equipment/facilities on its side of the demarcation point, pursuant to Section 5.6, following.

5.6 CLEC Carrier's Equipment and Facilities. CLEC Carrier, or if required by this Attachment, CLEC Carrier'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 CLEC Carrier which must be performed in compliance with all applicable BellSouth Specifications. Such equipment and facilities may include but are not limited to cable(s), equipment, and point of termination connections. CLEC Carrier 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.

5.7 BellSouth's Access to Remote Collocation Space. From time to time BellSouth may require access to the Remote Collocation Space. BellSouth retains the right to access the Remote Collocation Space for the purpose of making BellSouth equipment and Remote Site Location modifications. Except in case of emergency, BellSouth will give notice to CLEC Carrier at least forty-eight (48) hours before access to the Remote Collocation Space is required. CLEC Carrier may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that CLEC Carrier will not bear any of the expense associated with this work.

5.8 Access. Pursuant to Section 12, CLEC Carrier shall have access to the Remote Collocation Space twenty-four (24) hours a day, seven (7) days a week. CLEC Carrier 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 CLEC Carrier or CLEC Carrier's Guests to be provided with access keys or cards (Access Keys) prior to the issuance of said Access Keys using form RF-2906-C "CLEC and CLEC Certified Supplier Access Request and Acknowledgement". Key acknowledgement forms, "Collocation Acknowledgement Sheet" for access cards and "Key Acknowledgement Form" for keys, must be signed by CLEC Carrier and returned to BellSouth Access Management within fifteen (15) calendar days of CLEC Carrier'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. CLEC Carrier agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of CLEC Carrier's employees, suppliers, Guests, or agents after termination of the employment relationship, contractual obligation with CLEC Carrier or upon the termination of this Attachment or the termination of occupancy of an individual Remote Collocation Space arrangement.

5.8.1 BellSouth will permit one accompanied site visit to CLEC Carrier's designated collocation arrangement location after receipt of the BFFO without charge to CLEC Carrier. CLEC Carrier must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Remote Site Location a minimum of thirty (30) calendar days prior to the date CLEC Carrier desires access to the Remote Collocation Space. In order to permit reasonable access during construction of the Remote Collocation Space, CLEC Carrier may submit such a request at any time subsequent to BellSouth's receipt of the BFFO. In the event CLEC Carrier desires access to the Remote Collocation Space after submitting such a request but prior to access being approved, in addition to the first accompanied free visit, BellSouth shall permit CLEC Carrier to access the Remote Collocation Space accompanied by a security escort at CLEC Carrier's expense. CLEC Carrier must request escorted access at least three (3) business days prior to the date such access is desired.

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

5.10 Interference or Impairment. Notwithstanding any other provisions of this Attachment, CLEC Carrier 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 and 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 CLEC Carrier violates the provisions of this paragraph, BellSouth shall give written notice to CLEC Carrier, which notice shall direct CLEC Carrier to cure the violation within forty-eight (48) hours of CLEC Carrier's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.

5.10.1 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 CLEC Carrier fails to take curative action within 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 any other 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 CLEC Carrier's equipment. BellSouth will endeavor, but is not required, to provide notice to CLEC Carrier prior to taking such action and shall have no liability to CLEC Carrier for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

5.10.2 For purposes of this section, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and CLEC Carrier fails to take curative action within forty-eight (48) hours then BellSouth will establish before the Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to CLEC Carrier or, if subsequently necessary, the 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, CLEC Carrier 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.

5.11 Personalty and its Removal. Facilities and equipment placed by CLEC Carrier in the Remote Collocation Space shall not become a part of the Remote Site Location, even

if nailed, screwed or otherwise fastened to the Remote Collocation Space but shall retain their status as personalty and may be removed by CLEC Carrier at any time. Any damage caused to the Remote Collocation Space by CLEC Carrier's employees, agents or representatives shall be promptly repaired by CLEC Carrier at its expense.

5.11.1 If CLEC Carrier decides to remove equipment from its Remote Collocation Space and the removal requires no physical changes, BellSouth will bill CLEC Carrier an Administrative Only Application Fee as set forth in Exhibit B for these changes. This nonrecurring fee will be billed on the date that BellSouth provides an Application Response.

5.12 Alterations. In no case shall CLEC Carrier or any person acting on behalf of CLEC Carrier make any rearrangement, modification, improvement, addition, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Remote Collocation Space or the BellSouth Remote Site Location without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any specialized alterations shall be paid by CLEC Carrier. Any such material rearrangement, modification, improvement, addition, or other alteration shall require an application and Application Fee. BellSouth will bill the nonrecurring fee on the date that BellSouth provides an Application Response.

5.13 Upkeep of Remote Collocation Space. CLEC Carrier shall be responsible for the general upkeep and cleaning of the Remote Collocation Space. CLEC Carrier shall be responsible for removing any CLEC Carrier debris from the Remote Collocation Space and from in and around the Remote Site Location on each visit.

6. Ordering and Preparation of Remote Collocation Space

6.1 Should any state or federal regulatory agency impose procedures or intervals applicable to CLEC Carrier 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 Remote Site Application. When CLEC Carrier or CLEC Carrier's Guest(s) desires to install a bay/rack in a Remote Site Location, CLEC Carrier shall submit to BellSouth a Physical Expanded Interconnection Application Document (Application). The application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. An application fee will apply which will be billed on the date that BellSouth provides an Application Response. The placement of an additional bay/rack at a later date will be treated in the same fashion and an application will be required. The installation of additional shelves/equipment, subject to the restrictions contained in Section 5.10, within an existing bay/rack does not require an application.

6.3 Availability of Space. Upon submission of an application, BellSouth will permit CLEC Carrier to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Remote Site Location, unless BellSouth has determined that there is no space available due to space limitations or that collocation at the Remote Site Location is not practical for technical reasons. In the event space is not immediately available at a Remote Site Location, BellSouth reserves the right to make additional space available, in which case the conditions in Section 7 shall apply, or BellSouth may elect to deny space in accordance with this Section in which case virtual or adjacent collocation options may be available. If the amount of space requested is not available, BellSouth will notify CLEC Carrier of the amount that is available.

6.4 Space Availability Notification.

6.4.1 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 Remote Site Location. 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 CLEC Carrier 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 CLEC Carrier or differently configured no application fee shall apply. If CLEC Carrier decides to accept the available space, CLEC Carrier must resubmit its application to reflect the actual space available prior to submitting a BFFO and an application fee will be billed.

6.4.2 BellSouth will respond to a Florida application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Remote Site Location. 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 billed by BellSouth on the date that BellSouth provides an Application Response. When BellSouth's Application Response includes an amount of space less than that requested by CLEC Carrier or differently configured, if CLEC Carrier decides to accept the available space, CLEC Carrier must amend its application to reflect the actual space available prior to submitting a BFFO.

6.4.3 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, the response interval 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 CLEC Carrier of the amount of space that is available and no Application Fee will apply. When BellSouth's response includes an amount of space less than that requested by CLEC Carrier or differently configured no application fee shall apply. If CLEC Carrier decides to accept the available space,

CLEC Carrier must resubmit its application to reflect the actual space available prior to submitting a BFFO and an application fee will be billed. 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.

6.5 Denial of Application. If BellSouth notifies CLEC Carrier that no space is available (Denial of Application), BellSouth will not assess an Application Fee. After notifying CLEC Carrier that BellSouth has no available space in the requested Remote Site Location, BellSouth will allow CLEC Carrier, upon request, to tour the Remote Site Location 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 Remote Site Location must be received by BellSouth within five (5) calendar days of the Denial of Application.

6.6 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 CLEC Carrier to inspect any plans or diagrams that BellSouth provides to the Commission.

6.7 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 Remote Site Location is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available according to the position of the telecommunications carriers on said waiting list.

6.7.1 In Florida, on a first-come, first-served basis governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Remote Site Location is out of space, have submitted a Letter of Intent to collocate. Sixty (60) 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 the 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 business days of the determination that space is available. A telecommunications carrier that, upon denial of physical collocation, requests virtual collocation shall be automatically placed on the waiting list.

6.7.2 When space becomes available, CLEC Carrier must submit an updated, complete, and correct application to BellSouth within thirty (30) calendar days of such notification. If CLEC Carrier has originally requested caged Remote Collocation Space and cageless Remote Collocation Space becomes available, CLEC Carrier may refuse such space and notify BellSouth in writing within that time that CLEC Carrier wants to maintain its place on the waiting list without accepting such space. CLEC Carrier 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 CLEC Carrier does not submit such an application or notify BellSouth in writing as described above, BellSouth will offer such space to the next telecommunications carrier on the waiting list and remove CLEC Carrier from the waiting list. Upon request, BellSouth will advise CLEC Carrier as to its position on the list.

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

6.9 Application Response.

6.9.1 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 an Application Response including sufficient information to enable CLEC Carrier 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 CLEC Carrier submits ten (10) or more applications within ten (10) calendar days, the initial fifteen (15) calendar day response period will increase by ten (10) calendar days for every additional ten (10) applications or fraction thereof.

6.9.2 In Alabama, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, and Tennessee when space has been determined to be available, BellSouth will provide an Application 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.

6.9.3 In Louisiana, when space has been determined to be available, BellSouth will respond with an Application Response within thirty (30) calendar days for one (1) to ten (10) applications; thirty (35) calendar days for eleven (11) to twenty (20) applications; and

for requests of more than twenty (20) applications, the Application Response interval will be 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.

6.10 Application Modifications. If a modification or revision is made to any information in the Bona Fide application prior to a BFFO, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of CLEC Carrier 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 will charge CLEC Carrier a full application fee as set forth in Exhibit B. BellSouth will bill the nonrecurring fee on the date that BellSouth provides an Application Response.

6.11 Bona Fide Firm Order.

6.11.1 CLEC Carrier shall indicate its intent to proceed with equipment installation in a BellSouth Remote Site Location by submitting a Firm Order to BellSouth. The BFFO must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to CLEC Carrier's Bona Fide application or the application will expire.

6.11.2 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a BFFO. BellSouth will acknowledge the receipt of CLEC Carrier's BFFO within seven (7) calendar days of receipt indicating that the BFFO has been received. A BellSouth response to a BFFO will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a BFFO.

7. Construction and Provisioning

7.1 Construction and Provisioning Intervals.

7.1.1 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 BFFO or as agreed to by the Parties. For changes to Remote 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 BFFO 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 CLEC Carrier cannot agree upon a completion date, within forty-five (45) calendar days of receipt of the BFFO for an initial request, and within thirty (30) calendar days for Augmentations, BellSouth may seek an extension from the Florida Commission.

7.1.2 In Alabama, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, and Tennessee, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a BFFO and ninety (90) calendar days from receipt of a BFFO for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions shall include, but 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 Louisiana, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a BFFO for an initial request, and within 60 calendar days for an Augmentation, or as agreed to by the Parties. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.

7.2 In the event BellSouth does not have space immediately available at a Remote Site Location, BellSouth may elect to make additional space available by, for example but not limited to, rearranging BellSouth facilities or constructing additional capacity. In such cases, the above intervals shall not apply and BellSouth will provision the Remote Collocation Space in a nondiscriminatory manner and at parity with BellSouth and will provide CLEC Carrier with the estimated completion date in its Response.

7.3 Joint Planning. Joint planning between BellSouth and CLEC Carrier will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a BFFO. BellSouth will provide the preliminary design of the Remote Collocation Space and the equipment configuration requirements as reflected in the Bona Fide application and affirmed in the BFFO. The Remote Collocation Space completion time period will be provided to CLEC Carrier during joint planning.

7.4 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.

7.5 Acceptance Walkthrough. CLEC Carrier will schedule and complete an acceptance walkthrough of each Remote Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth’s notifying CLEC Carrier that the Remote Collocation Space is ready for occupancy. In the event that CLEC Carrier fails to complete an acceptance walkthrough within this fifteen (15) calendar day interval, the Remote Collocation Space shall be deemed accepted by CLEC Carrier on the Space Ready

Date. BellSouth will correct any deviations to CLEC Carrier's original or jointly amended requirements within seven (7) calendar days after the walkthrough, unless the Parties jointly agree upon a different time frame.

7.6 Use of BellSouth Certified Supplier. CLEC Carrier shall select a supplier which has been approved by BellSouth to perform all engineering and installation work CLEC Carrier and CLEC Carrier'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, CLEC Carrier must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide CLEC Carrier with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing CLEC Carrier's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's Outside Plant engineers and CLEC Carrier upon successful completion of installation. The BellSouth Certified Supplier shall bill CLEC Carrier directly for all work performed for CLEC Carrier pursuant to this Attachment, and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Supplier. BellSouth shall make available its supplier certification program to CLEC Carrier or any supplier proposed by CLEC Carrier and will not unreasonably withhold certification. All work performed by or for CLEC Carrier shall conform to generally accepted industry standards.

7.7 Alarm and Monitoring. BellSouth may place alarms in the Remote Site Location for the protection of BellSouth equipment and facilities. CLEC Carrier shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service CLEC Carrier's Remote Collocation Space. Upon request, BellSouth will provide CLEC Carrier with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by CLEC Carrier. Both Parties shall use best efforts to notify the other of any verified hazardous conditions known to that Party.

7.8 Virtual Remote Collocation Space Relocation. In the event physical Remote Collocation Space was previously denied at a Remote Site Location due to technical reasons or space limitations, and physical Remote Collocation Space has subsequently become available, CLEC Carrier may relocate its virtual Remote Collocation arrangements to physical Remote Collocation Space arrangements and pay the appropriate fees for physical Remote Collocation Space and for the rearrangement or reconfiguration of services terminated in the virtual Remote Collocation Space arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical Remote Collocation Space may become available at the location requested by CLEC Carrier, such information will be provided to CLEC Carrier in BellSouth's written denial of physical Remote Collocation Space. To the extent that (i) physical Remote Collocation Space becomes available to CLEC Carrier within one-hundred-eighty (180) calendar days of

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

7.8.1 In Alabama, BellSouth will complete a relocation from virtual collocation to 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. Unless otherwise specified, BellSouth will complete virtual to in-place physical collocation conversions within sixty (60) calendar days from receipt of the BFFO. BellSouth will bill CLEC Carrier an Administrative Only Application Fee as set forth in Exhibit B for these charges on the date that BellSouth provides an Application Response.

7.9.1 In Alabama and Tennessee, BellSouth will complete Virtual to Physical Conversions (In Place) within thirty (30) calendar days from receipt of the BFFO.

7.10 Cancellation. If, at any time prior to space acceptance, CLEC Carrier cancels its order for the Remote Collocation Space(s) (Cancellation), BellSouth will bill the applicable nonrecurring rate for any and all work processes for which work has begun. In Georgia, if CLEC Carrier cancels its order for Remote Collocation Space at any time prior to space acceptance, BellSouth will bill CLEC Carrier 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. CLEC Carrier, 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 build-out, equip and occupy the Remote Collocation Space.

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

8. Rates and Charges

8.1 Recurring Charges. If CLEC Carrier has met the applicable fifteen (15) calendar day walkthrough interval(s) specified in Section 4, billing for recurring charges will begin upon the Space Acceptance Date. In the event that CLEC Carrier fails to complete an acceptance walkthrough within the applicable fifteen (15) calendar day interval(s), billing for recurring charges will commence on the Space Ready Date. If CLEC Carrier occupies the space prior to the Space Ready Date, the date CLEC Carrier occupies the space becomes the new Space Acceptance Date and billing for recurring charges begin on that date.

8.2 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 6.10 (Application Response). This nonrecurring fee will be billed by BellSouth on the date that BellSouth provides an Application Response.

8.2.1 In Tennessee, the applicable application fee is the planning fee for both Initial Applications and Subsequent Applications placed by CLEC Carrier. This nonrecurring fee will be billed by BellSouth on the date that BellSouth provides an Application Response.

8.3 Rack/Bay Space. The rack/bay space charge includes reasonable charges for air conditioning, ventilation and other allocated expenses associated with maintenance of the Remote Site Location, and includes amperage necessary to power CLEC Carrier's equipment. CLEC Carrier shall pay rack/bay space charges based upon the number of racks/bays requested. BellSouth will assign Remote Collocation Space in conventional remote site rack/bay lineups where feasible.

8.4 Power. BellSouth shall make available –48 Volt (-48V) DC power for CLEC Carrier's Remote Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay (BDFB) at CLEC Carrier's option within the Remote Site Location. The charge for power shall be assessed as part of the recurring charge for rack/bay space. If the power requirements for CLEC Carrier's equipment exceeds the capacity available, then such power requirements shall be assessed on an individual case basis. BellSouth will revise recurring power charges to reflect a power upgrade upon notification of the completion of the upgrade by CLEC Carrier's BellSouth Certified Vendor. BellSouth will revise recurring power charges to reflect a power reduction upon BellSouth's receipt of the Power Reduction Form from CLEC Carrier certifying the completion of the power reduction, including the removal of the power cabling by CLEC Carrier's BellSouth Certified Supplier.

8.4.1 Adjacent Collocation Power. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power, where available. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by CLEC Carrier's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. CLEC Carrier'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 B. AC power voltage and phase ratings shall be determined on a per location basis. At CLEC Carrier's option, CLEC Carrier may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.

8.5 Security Escort. A security escort will be required whenever CLEC Carrier or its approved agent desires access to the Remote Site Location 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 B beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and CLEC Carrier shall pay for such half-hour charges in the event CLEC Carrier fails to show up.

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

9. Insurance

9.1 CLEC Carrier shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section and underwritten by insurance companies licensed to do business in the states applicable under this Agreement and having a Best's Insurance Rating of A-.

9.2 CLEC Carrier 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 CLEC Carrier's real and personal property situated on or within BellSouth's Remote Site Location.

9.2.4 CLEC Carrier 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) calendar days notice to CLEC Carrier 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 CLEC Carrier shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Remote Site Location and shall remain in effect for the term of this Attachment or until all of CLEC Carrier's property has been removed from BellSouth's Remote Site Location, whichever period is longer. If CLEC Carrier fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from CLEC Carrier.

9.5 CLEC Carrier shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Remote Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. CLEC Carrier shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from CLEC Carrier's insurance company. CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier's net worth exceeds five hundred million dollars ($500,000,000), CLEC Carrier 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. CLEC Carrier shall provide audited financial statements to BellSouth thirty (30) calendar days prior

to the commencement of any work in the Remote Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to CLEC Carrier in the event that self-insurance status is not granted to CLEC Carrier. If BellSouth approves CLEC Carrier for self-insurance, CLEC Carrier shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of CLEC Carrier's corporate officers. The ability to self-insure shall continue so long as CLEC Carrier meets all of the requirements of this Section. If CLEC Carrier subsequently no longer satisfies this Section, CLEC Carrier is required to purchase insurance as indicated by Sections 9.2.1 and Section 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 Attachment upon thirty (30) calendar days' notice to CLEC Carrier 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 Attachment.

10. Mechanics Liens

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

12.3 CLEC Carrier shall provide its employees and agents with picture identification, which must be worn, and visible at all times while in the Remote Collocation Space or other areas in or around the Remote Site Location. The photo Identification card shall bear, at a minimum, the employee's name and photo, and CLEC Carrier's name. BellSouth reserves the right to remove from its Remote Site Location any employee of CLEC Carrier not possessing identification issued by CLEC Carrier or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. CLEC Carrier shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Remote Site Location. CLEC Carrier shall be solely responsible for ensuring that any Guest(s) of CLEC Carrier is in compliance with all subsections of this Section.

12.4 CLEC Carrier shall not assign to the BellSouth Remote Site Location any personnel with records of felony criminal convictions. CLEC Carrier shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse access to any CLEC Carrier personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that CLEC Carrier chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, CLEC Carrier may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).

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

12.4.2 CLEC Carrier shall not knowingly assign to the BellSouth Remote Site Location any individual who was a former supplier of BellSouth and whose access to a BellSouth Remote Site Location was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.

12.5 For each CLEC Carrier employee or agent hired by CLEC Carrier within five years of being considered for work on the BellSouth Remote Site Location, who requires access to a BellSouth Remote Site Location pursuant to this Attachment, CLEC Carrier shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, CLEC Carrier will disclose the nature of the convictions to BellSouth at that time. In the alternative, CLEC Carrier may certify to BellSouth that it shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.

12.5.1 For all other CLEC Carrier employees requiring access to a BellSouth Remote Site Location pursuant to this Attachment, CLEC Carrier shall furnish BellSouth, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 12.5 above and that security training was completed by the employee.

12.6 At BellSouth's request, CLEC Carrier shall promptly remove from BellSouth's Remote Site Location any employee of CLEC Carrier BellSouth does not wish to grant access to its Remote Site Location 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of CLEC Carrier is found interfering with the property or personnel of BellSouth or another collocated telecommunications carrier, provided that an investigation shall promptly be commenced by BellSouth.

12.7 Security Violations. BellSouth reserves the right to interview CLEC Carrier's employees, agents, or suppliers in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another collocated telecommunications carrier's property or personnel, provided that BellSouth shall provide reasonable notice to CLEC Carrier's Security representative of such interview. CLEC Carrier and its suppliers shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving CLEC Carrier's employees, agents, or suppliers. Additionally, BellSouth reserves the right to

bill CLEC Carrier for all reasonable costs associated with investigations involving its employees, agents, or suppliers if it is established and mutually agreed in good faith that CLEC Carrier's employees, agents, or suppliers are responsible for the alleged act. BellSouth shall bill CLEC Carrier for BellSouth property, which is stolen or damaged where an investigation determines the culpability of CLEC Carrier's employees, agents, or suppliers and where CLEC Carrier agrees, in good faith, with the results of such investigation. CLEC Carrier shall notify BellSouth in writing immediately in the event that the CLEC Carrier discovers one of its employees already working on the BellSouth Remote Site Location is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth's Remote Site Location, any employee found to have violated the security and safety requirements of this section. CLEC Carrier shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth's Remote Site Location.

12.8 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.

12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Remote Site Location. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.

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

13. Destruction of Remote Collocation Space

13.1 In the event a Remote Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for CLEC Carrier's permitted use hereunder, then either Party may elect within ten (10) calendar days after such damage, to terminate this Attachment with respect to the affected Remote Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof with respect to such Remote Collocation Space. If the Remote Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for CLEC Carrier'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 CLEC Carrier, except for improvements not to 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. CLEC Carrier may, at its own expense, accelerate the rebuild of its Remote Collocation Space and equipment provided however that a BellSouth Certified Supplier is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If CLEC Carrier's acceleration of the project increases the cost of the project, then those additional charges will be incurred by CLEC Carrier. Where allowed and where practical, CLEC Carrier may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Remote Collocation Space shall be rebuilt or repaired, CLEC Carrier shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Remote Collocation Space for CLEC Carrier's permitted use, until such Remote Collocation Space is fully repaired and restored and CLEC Carrier's equipment installed therein (but in no event later than thirty (30) calendar days after the Remote Collocation Space is fully repaired and restored). Where CLEC Carrier has placed a Remote Site Adjacent Arrangement pursuant to Section 3.4, CLEC Carrier shall have the sole responsibility to repair or replace said Remote Site Adjacent Arrangement provided herein. Pursuant to this Section, BellSouth will restore the associated services to the Remote Site Adjacent Arrangement.

14. Eminent Domain

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

15. Nonexclusivity

15.1 CLEC Carrier understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

ENVIRONMENTAL AND SAFETY PRINCIPLES

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

1. GENERAL PRINCIPLES

1.1 Compliance with Applicable Law. BellSouth and CLEC Carrier agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC (Applicable Laws). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.

1.2 Notice. BellSouth and CLEC Carrier 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. A Hazardous Chemical inventory list is posted on an OSHA Poster and updated annually at each Central Office. This Poster is normally located near the front entrance of the building or in the lounge area. Each Party is required to provide specific notice for known potential Imminent Danger conditions. CLEC Carrier should contact 1-800-743-6737 for any BellSouth MSDS required.

1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for CLEC Carrier to follow when working at a BellSouth Remote Site Location (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. CLEC Carrier will require its suppliers, agents and others accessing the BellSouth Remote Site Location to comply with these practices. Section 2 lists the Environmental categories where BellSouth practices should be followed by CLEC Carrier when operating in the BellSouth Remote Site Location.

1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the CLEC Carrier space with proper notification. BellSouth reserves the right to stop any CLEC Carrier work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Remote Site Location.

1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Remote Site Location by CLEC Carrier are owned by CLEC Carrier. CLEC Carrier 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 CLEC Carrier or different hazardous materials used by CLEC Carrier at the BellSouth Remote Site Location. CLEC Carrier must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Remote Site

Location.

1.6 Spills and Releases. When contamination is discovered at a BellSouth Remote Site Location, either Party discovering the condition must notify the other Party. All Spills or Releases of regulated materials will immediately be reported by CLEC Carrier to BellSouth.

1.7 Coordinated Environmental Plans and Permits. BellSouth and CLEC Carrier 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 CLEC Carrier will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, CLEC Carrier 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 BellSouth disposition vendors and disposal sites.

1.8 Environmental and Safety Indemnification. BellSouth and CLEC Carrier 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 Remote Site Location.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

2.1 When performing functions that fall under the following Environmental categories on BellSouth's Remote Site Location, CLEC Carrier 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. CLEC Carrier further agrees to cooperate with BellSouth to ensure that CLEC Carrier's employees, agents, and/or suppliers are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by CLEC Carrier, its employees, agents and/or suppliers.

2.1.1 The most current version of reference documentation must be requested from CLEC Carrier's BellSouth Account Team Collocation Coordinator (ATCC) Representative.

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	• Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact ATCC Representative)
Emergency response	Hazmat/waste release/spill fire safety emergency	• Fact Sheet Series 1700 • Building Emergency Operations Plan (EOP) (specific to and located on Remote Site Location)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Remote Site Location (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state, & federal laws and regulations Performance of services in accordance with BST's environmental M&Ps Insurance	• Std T&C 450 • Std T&C 450-B • (Contact ATCC Representative 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 supplier	• Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact ATCC Representative)
Maintenance/operations work which may produce a waste Other maintenance work	Compliance with all applicable 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	• Procurement Manager (CRES Related Matters)-BST Supply Chain Services • Fact Sheet Series 17000 • GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)
Manhole cleaning	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	• Std T&C 450 • Fact Sheet 14050 • BSP 620-145-011PR Issue A, August 1996 • Std T&C 660-3 Approved Environmental Vendor List (Contact ATCC Representative)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3 For questions regarding removing or disturbing materials that contain asbestos, call BST Bldg Svc Cntr: 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 remote site location 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

ATCC – Account Team Collocation Coordinator

BST – BellSouth Telecommunications

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

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std T&C - Standard Terms & Conditions

COLLOCATION - Alabama														Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
		Physical Collocation 2W Cross Connect, Exchange Port 2W Analog-Res			UEPSR	PE1R2	0.03	12.30	11.80	6.03	5.44						
		Physical Collocation 2W Cross Connect, Exchange Port 2W Line Side PBX Trunk-Bus			UEPSP	PE1R2	0.03	12.30	11.80	6.03	5.44						
		Physical Collocation 2W Cross Connect, Exchange Port 2W VG PBX Trunk-Res			UEPSE	PE1R2	0.03	12.30	11.80	6.03	5.44						
		Physical Collocation 2W Cross Connect, Exchange Port 2W Analog-Bus			UEPSB	PE1R2	0.03	12.30	11.80	6.03	5.44						
		Physical Collocation 2W Cross Connect, Exchange Port 2W ISDN			UEPSX	PE1R2	0.03	12.30	11.80	6.03	5.44						
		Physical Collocation 2W Cross Connect, Exchange Port 2W ISDN			UEPTX	PE1R2	0.03	12.30	11.80	6.03	5.44						
		Physical Collocation 4W Cross Connect, Exchange Port 4W ISDN DS1			UEPEX	PE1R4	0.05	12.39	11.87	6.39	5.73						
PHYSICAL COLLOCATION																	
		Physical Collocation-Initial Application Fee			CLO	PE1BA		1,879.48		0.51							
		Physical Collocation-Subsequent Application Fee			CLO	PE1CA		1,566.60									
		Physical Collocation Administrative Only-Application Fee			CLO	PE1BL		742.15									
		Physical Collocation-Space Preparation-Firm Order Processing			CLO	PE1SJ		600.71									
		Physical Collocation-Space Preparation-CO Modification per sq ft			CLO	PE1SK	1.96										
		Physical Collocation-Space Preparation, Common Systems Modifications-Cageless, per sq ft			CLO	PE1SL	2.62										
		Physical Collocation-Space Preparation-Common Systems Modifications-Caged, per cage			CLO	PE1SM	88.86										
		Physical Collocation-Cable Installation, Pricing, NRC charge, per Entrance Cable			CLO	PE1BD		859.71		22.49							
		Physical Collocation-Floor Space, per sq ft			CLO	PE1PJ	3.22										
		Physical Collocation-Cable Support Structure, per Entrance Cable			CLO	PE1PM	17.11										
		Physical Collocation-Power, -48V DC Power-per Fused Amp			CLO	PE1PL	7.83										
		Physical Collocation-Power Reduction Only, Application Fee	I		CLO	PE1PR		398.76									
		Physical Collocation-Power, 120V AC Power, Single Phase, per Breaker			CLO	PE1FB	4.91										
		Physical Collocation-Power, 240V AC Power, Single Phase, per Breaker			CLO	PE1FD	9.84										
		Physical Collocation-Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	14.74										
		Physical Collocation-Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	34.06										
		Physical Collocation-2W cross-connect, loop, provisioning			UEANL,UEQ,UNLDX,UNCNX	PE1P2	0.03	12.30	11.80	6.03	5.44						
		Physical Collocation-4W cross-connect, loop, provisioning			UEA,UHL,UNCVX,UNCDX,UCL,UDL	PE1P4	0.05	12.39	11.87	6.39	5.73						
		Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			UEANL,UEQ,WDS1L,WDS1S,UXTD1,ULDD1,USLEL,UNLD1,UDL,UEPEX,UEP	PE1P1	1.11	22.03	15.93	6.40	5.79						
		Physical Collocation-DS3 Cross-Connect, provisioning			UE3,U1TD3,UXTD3,UXTS1,UNC3X,UNCSX,ULDD3,U1TS1,ULDS1,UNLD3	PE1P3	14.16	20.89	15.20	7.38	5.92						
		Physical Collocation-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						
		Physical Collocation-4-Fiber Cross-Connect			ULDO3,ULD12,ULD48,U1TO3,U1T12,U1T48,UDLO3,UDL12,UDF	PE1F4	4.99	25.55	19.86	9.71	8.25						

COLLOCATION - Alabama														Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation-Space enclosure, welded wire, first 100 sq ft			CLO	PE1BW	156.33										
		Physical Collocation-Space enclosure, welded wire, each add'l 50 sq ft			CLO	PE1CW	15.34										
		Physical Collocation-Security Access System-Security System per CO			CLO	PE1AX	45.70										
		Physical Collocation -Security Access System-New Card Activation, per Card Activation (First), per State			CLO	PE1A1	0.05	27.79									
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		7.79									
		Physical Collocation-Security Access System-Replace Lost or Stolen Card, per Card			CLO	PE1AR		22.78									
		Physical Collocation-Security Access-Initial Key, per Key			CLO	PE1AK		13.10									
		Physical Collocation-Security Access-Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.10									
		Physical Collocation-Space Availability Report, per CO Requested			CLO	PE1SR		1,075.17									
		Physical Collocation-CFA Information Resend Request, per premises, per request			CLO	PE1C9		77.56									
		Physical Collocation-Cable Records, per request			CLO	PE1CR		759.29	488.11	133.00							
		Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		326.92		189.12							
		Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pr			CLO	PE1CO		4.81		5.90							
		Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		2.25		2.76							
		Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		7.88		9.66							
		Physical Collocation-Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		84.49		77.13							
		Physical Collocation-Security Escort for Basic Time-normally scheduled work, per half hr			CLO	PE1BT		16.93	10.73								
		Physical Collocation-Security Escort for Overtime-outside of normally scheduled working hrs on a scheduled work day, per half hr			CLO	PE1OT		22.05	13.86								
		Physical Collocation-Security Escort for Premium Time-outside of scheduled work day, per half hr			CLO	PE1PT		27.17	16.98								
		Physical Collocation-Virtual to Physical Collocation Relocation, per VG Circuit			CLO	PE1BV		33.00									
		Physical Collocation-Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00									
		Physical Collocation-Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00									
		Physical Collocation-Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00									
		Physical Collocation-Virtual to Physical Collocation In-Place, Per VG Circuit			CLO	PE1BR		23.00									
		Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		23.00									
		Physical Collocation-Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		33.00									
		Physical Collocation-Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		37.00									
		Physical Collocation-Virtual to Physical Collocation In-Place/Relocation, space cable facilities assigned to Collocation Space, per 700 cable prs or fraction thereof			CLO	PE1B7		592.00									
		Physical Collocation-Co-Carrier Cross Connects/Direct Connect-Fiber Cable Support Structure, per linear ft			CLO	PE1ES	0.0011										

COLLOCATION - Alabama														Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation-Co-Carrier Cross Connect/Direct Connect-Copper/Coax Cable Support Structure, per lin. ft			CLO	PE1DS	0.0016										
		Physical Collocation-Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		584.22									
		Physical Collocation-Copper Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EA		1,196.424	42.721								
		Physical Collocation-Copper Entrance Cable Installation, per 100 prs			CLO	PE1EB		18.103									
		Physical Collocation-Fiber Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EC		1,000.913	42.721								
		Physical Collocation-Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		7.241									
		Physical Collocation-Application Cost, Simple Augment			CLO	PE1KS		594.41		1.21							
		Physical Collocation-Application Cost, Minor Augment			CLO	PE1KM		833.47		1.21							
		Physical Collocation-Application Cost, Intermediate Augment			CLO	PE1K1		1,058.00		1.21							
		Physical Collocation-Co-Carrier Cross Connect/Direct Connect-Fiber Cable Support Structure, per cable	I		CLO	PE1DU		535.37									
		Physical Collocation-Co-Carrier Cross Connect/Direct Connect-Copper/Coax Cable Support Structure, per cable	I		CLO	PE1DV		535.37									
ADJACENT COLLOCATION																	
		Adjacent Collocation-Space Charge per sq ft			CLOAC	PE1JA	0.14										
		Adjacent Collocation-Electrical Facility Charge per Linear ft			CLOAC	PE1JC	5.41										
		Adjacent Collocation-2W Cross-Connects			UEA,UHL,UDL,UCL	PE1P2	0.02	12.30	11.80	6.03	5.44						
		Adjacent Collocation-4W Cross-Connects			UEA,UHL,UDL,UCL	PE1P4	0.04	12.39	11.87	6.39	5.73						
		Adjacent Collocation-DS1 Cross-Connects			UEA,UHL,UDL,UCL	PE1P1	1.03	22.03	15.93	6.40	5.79						
		Adjacent Collocation-DS3 Cross-Connects			UEA,UHL,UDL,UCL	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 (Alabama Only Mandate)			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		168.22							
		Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	201.42										
		Physical Collocation in the Remote Site-Security Access-Key			CLORS	PE1RD		13.10									
		Physical Collocation in the Remote Site-Space Availability Report per Premises Requested			CLORS	PE1SR		115.87									
		Physical Collocation in the Remote Site-Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		37.56									
		Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		233.38									
		Power, DC Power Provisioning (Alabama Only)			CLORS		ICB										
		Physical Collocation-Security Escort for Basic Time-normally scheduled work, per half hr			CLORS	PE1BT		16.93	10.73								
		Physical Collocation-Security Escort for Overtime-outside of normally scheduled working hrs on a scheduled work day, per half hr			CLORS	PE1OT		22.05	13.86								

COLLOCATION - Alabama														Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation-Security Escort for Premium Time-outside of scheduled work day, per half hr			CLORS	PE1PT		27.17	16.98								
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 sq ft	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.																
VIRTUAL COLLOCATION																	
		Virtual Collocation-Application Fee			AMTFS	EAF		1,205.26		0.51							
		Virtual Collocation-Cable Installation Cost, per cable			AMTFS	ESPCX		859.71		22.49							
		Virtual Collocation-Floor Space, per sq ft			AMTFS	ESPVX	3.22										
		Virtual Collocation-Power, per fused amp			AMTFS	ESPAX	7.83										
		Virtual Collocation-Cable Support Structure, per entrance cable			AMTFS	ESPSX	14.97										
		Virtual Collocation-2W Cross Connects (loop)			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,UNCVX,UNCDX,UNCNX	UEAC2	0.03	12.30	11.80	6.03	5.44						
		Virtual Collocation-4W Cross Connects (loop)			UEA,UHL,UCL,UDL,UAL,UDN,UNCVX,UNCDX	UEAC4	0.05	12.39	11.87	6.39	5.73						
		Virtual Collocation-2-Fiber Cross Connects			UDL12,UDLO3,U1T48,U1T12,U1T03,ULDO3,ULD12,ULD48,UDF	CNC2F	2.84	20.89	15.20	7.38	5.92						
		Virtual Collocation-4-Fiber Cross Connects			UDL12,UDLO3,U1T48,U1T12,U1T03,ULDO3,ULD12,ULD48,UDF	CNC4F	5.69	25.55	19.86	9.71	8.25						
		Virtual collocation-Special Access & UNE, cross-connect per DS1			USL,ULC,ULR,UXTD1,UNC1X,ULDD1,U1TD1,USLEL,UNLD1,UEPEX,UEPDX	CNC1X	1.11	22.03	15.93	6.40	5.79						
		Virtual collocation-Special Access & UNE, cross-connect per DS3			USL,UE3,U1TD3,UXTS1,UXTD3,UNC3X,UNCSX,ULDD3,U1TS1,ULDS1,UDLSX,UNLD3	CND3X	14.16	20.89	15.20	7.38	5.92						
		Virtual Collocation-Co-Carrier Cross Connects-Fiber Cable Support Structure, per linear ft			AMTFS	VE1CB	0.0026										
		Virtual Collocation-Co-Carrier Cross Connects-Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0038										
		Virtual Collocation-Co-Carrier Cross Connects-Fiber Cable Support Structure,per cable			AMTFS	VE1CC		535.37									
		Virtual Collocation-Co-Carrier Cross Connects-Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		535.37									
		Virtual Collocation Cable Records-per request			AMTFS	VE1BA		759.29	488.11	133.00							
		Virtual Collocation Cable Records-VG/DS0 Cable, per cable record			AMTFS	VE1BB		326.92	326.92	189.12							
		Virtual Collocaiton Cable Records-VG/DS0 Cable, per each 100 pr			AMTFS	VE1BC		4.81		5.90							
		Virtual Collocation Cable Records-DS1, per T1TIE			AMTFS	VE1BD		2.25		2.76							
		Virtual Collocation Cable Records-DS3, per T3TIE			AMTFS	VE1BE		7.88		9.66							
		Virtual Collocation Cable Records-Fiber Cable, per 99 fiber records			AMTFS	VE1BF		84.49		77.13							

COLLOCATION - Alabama														Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Virtual collocation-Security Escort-Basic, per half hr			AMTFS	SPTBX		16.93	10.73								
		Virtual collocation-Security Escort-Overtime, per half hr			AMTFS	SPTOX		22.05	13.86								
		Virtual collocation-Security Escort-Premium, per half hr			AMTFS	SPTPX		27.17	16.98								
		Virtual collocation-Maintenance in CO-Basic, per half hr			AMTFS	CTRLX		27.93	10.73								
		Virtual collocation-Maintenance in CO-Overtime, per half hr			AMTFS	SPTOM		36.47	13.86								
		Virtual collocation-Maintenance in CO-Premium per half hr			AMTFS	SPTPM		45.02	16.98								

COLLOCATION - Alabama														Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
VIRTUAL COLLOCATION																	
		Virtual Collocation-2W Cross Connect, Exchange Port 2W Analog-Res			UEPSR	VE1R2	0.03	12.30	11.80	6.03	5.44						
		Virtual Collocation 2W Cross Connect, Exchange Port 2W Line Side PBX Trunk-Bus			UEPSP	VE1R2	0.03	12.30	11.80	6.03	5.44						
		Virtual Collocation 2W Cross Connect, Exchange Port 2W VG PBX Trunk-Res			UEPSE	VE1R2	0.03	12.30	11.80	6.03	5.44						
		Virtual Collocation 2W Cross Connect, Exchange Port 2W Analog Bus			UEPSB	VE1R2	0.03	12.30	11.80	6.03	5.44						
		Virtual Collocation 2W Cross Connect, Exchnage Port 2W ISDN			UEPSX	VE1R2	0.03	12.30	11.80	6.03	5.44						
		Virtual Collocation 2W Cross Connect, Exchange Port 2W ISDN			UEPTX	VE1R2	0.03	12.30	11.80	6.03	5.44						
		Virtual Collocation 4W Cross Connect, Exchange Port 4W ISDN DS1			UEPEX	VE1R4	0.05	12.39	11.87	6.39	5.44						
	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														Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
		Physical Collocation 2W Cross Connect, Exchange Port 2W Analog-Res			UEPSR	PE1R2	0.0276	8.22	7.22								
		Physical Collocation 2W Cross Connect, Exchange Port 2W Line Side PBX Trunk-Bus			UEPSP	PE1R2	0.0276	8.22	7.22								
		Physical Collocation 2W Cross Connect, Exchange Port 2W VG PBX Trunk-Res			UEPSE	PE1R2	0.0276	8.22	7.22								
		Physical Collocation 2W Cross Connect, Exchange Port 2W Analog-Bus			UEPSB	PE1R2	0.0276	8.22	7.22								
		Physical Collocation 2W Cross Connect, Exchange Port 2W ISDN			UEPSX	PE1R2	0.0276	8.22	7.22								
		Physical Collocation 2W Cross Connect, Exchange Port 2W ISDN			UEPTX	PE1R2	0.0276	8.22	7.22								
		Physical Collocation 4W Cross Connect, Exchange Port 4W ISDN DS1			UEPEX	PE1R4	0.0552	8.42	7.36								
PHYSICAL COLLOCATION																	
		Physical Collocation-Initial Application Fee			CLO	PE1BA		2,597.00									
		Physical Collocation-Subsequent Application Fee			CLO	PE1CA		2,236.00									
		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-CO Modification per sq ft			CLO	PE1SK	2.38										
		Physical Collocation-Space Preparation-Common Systems Modifications-Caged, per cage			CLO	PE1SM	92.55										
		Physical Collocation-Cable Installation, Pricing, NRC charge, per Entrance Cable			CLO	PE1BD		1,750.00		45.16							
		Physical Collocation-Floor Space, per sq ft			CLO	PE1PJ	7.86										
		Physical Collocation-Cable Support Structure, per Entrance Cable			CLO	PE1PM	18.96										
		Physical Collocation-Power, -48V DC Power-per Fused Amp			CLO	PE1PL	7.80										
		Physical Collocation-Power Reduction Only, Application Fee	I		CLO	PE1PR		399.43									
		Physical Collocation-Power, 120V AC Power, Single Phase, per Breaker			CLO	PE1FB	5.38										
		Physical Collocation-Power, 240V AC Power, Single Phase, per Breaker			CLO	PE1FD	10.77										
		Physical Collocation-Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	16.15										
		Physical Collocation-Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	37.30										
		Physical Collocation-2W cross-connect, loop, provisioning			UEANL,UEQ,UNLDX,UNCNX	PE1P2	0.0276	8.22	7.22	5.74	4.58						
		Physical Collocation-4W cross-connect, loop, provisioning			UEA,UHL,UNCVX,UNCDX,UCL,UDL	PE1P4	0.0552	8.42	7.36	5.90	4.66						
		Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			UEANL,UEQ,WDS1L,WDS1S,UXTD1,ULDD1,USLEL,UNLD1,UDL,UEPEX,UEP	PE1P1	1.32	27.77	15.52	5.93	4.77						
		Physical Collocation-DS3 Cross-Connect, provisioning			UE3,U1TD3,UXTD3,UXTS1,UNC3X,UNCSX,ULDD3,U1TS1,ULDS1,UNLD3	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			ULDO3,ULD12,ULD48,U1TO3,U1T12,U1T48,UDLO3,UDL12,UDF	PE1F4	5.92	51.30	39.87	18.29	15.54						
		Physical Collocation-Space enclosure, welded wire, first 100 sq ft			CLO	PE1BW	189.45										
		Physical Collocation-Space enclosure, welded wire, each add'l 50 sq ft			CLO	PE1CW	18.58										

COLLOCATION - Florida														Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation-Security Access System-Security System per CO			CLO	PE1AY	0.0105										
		Physical Collocation -Security Access System-New Card Activation, per Card Activation (First), per State			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 CO Requested			CLO	PE1SR		2,159.00									
		Physical Collocation-CFA Information Resend Request, per premises, per request			CLO	PE1C9		77.54									
		Physical Collocation-Cable Records, per request			CLO	PE1CR		1,525.00	980.22	267.08							
		Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		656.50		379.78							
		Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pr			CLO	PE1CO		9.66		11.84							
		Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		4.52		5.54							
		Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		15.82		19.40							
		Physical Collocation-Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		169.67		154.89							
		Physical Collocation-Security Escort for Basic Time-normally scheduled work, per half hr			CLO	PE1BT		16.52	10.83								
		Physical Collocation-Security Escort for Overtime-outside of normally scheduled working hrs on a scheduled work day, per half hr			CLO	PE1OT		21.92	14.19								
		Physical Collocation-Security Escort for Premium Time-outside of scheduled work day, per half hr			CLO	PE1PT		27.31	17.55								
		Physical Collocation-Virtual to Physical Collocation Relocation, per VG Circuit	I		CLO	PE1BV		33.00									
		Physical Collocation-Virtual to Physical Collocation Relocation, per DSO Circuit	I		CLO	PE1BO		33.00									
		Physical Collocation-Virtual to Physical Collocation Relocation, per DS1 Circuit	I		CLO	PE1B1		52.00									
		Physical Collocation-Virtual to Physical Collocation Relocation, per DS3 Circuit	I		CLO	PE1B3		52.00									
		Physical Collocation-Virtual to Physical Collocation In-Place, Per VG Circuit	I		CLO	PE1BR		23.00									
		Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit	I		CLO	PE1BP		23.00									
		Physical Collocation-Virtual to Physical Collocation In-Place, Per DS1 Circuit	I		CLO	PE1BS		33.00									
		Physical Collocation-Virtual to Physical Collocation In-Place, per DS3 Circuit	I		CLO	PE1BE		37.00									
		Physical Collocation-Virtual to Physical Collocation In-Place/Relocation, space cable facilities assigned to Collocation Space, per 700 cable prs or fraction thereof	I		CLO	PE1B7		592.00									
		Physical Collocation-Co-Carrier Cross Connects/Direct Connect-Fiber Cable Support Structure, per linear ft			CLO	PE1ES	0.001										
		Physical Collocation-Co-Carrier Cross Connect/Direct Connect-Copper/Coax Cable Support Structure, per lin. ft			CLO	PE1DS	0.0014										

COLLOCATION - Florida														Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation-Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		584.11									
		Physical Collocation-Copper Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EA		1,169.133	42.712								
		Physical Collocation-Copper Entrance Cable Installation, per 100 prs			CLO	PE1EB		18.009									
		Physical Collocation-Fiber Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EC		973.661	42.712								
		Physical Collocation-Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		7.24									
		Physical Collocation-Co-Carrier Cross Connect/Direct Connect-Fiber Cable Support Structure, per cable	I		CLO	PE1DU		535.54									
		Physical Collocation-Co-Carrier Cross Connect/Direct Connect-Copper/Coax Cable Support Structure, per cable	I		CLO	PE1DV		535.54									
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-2W Cross-Connects			UEA,UHL,UDL,UCL	PE1P2	0.0213	24.69	23.69	11.77	10.62						
		Adjacent Collocation-4W Cross-Connects			UEA,UHL,UDL,UCL	PE1P4	0.0426	24.88	23.83	12.04	10.80						
		Adjacent Collocation-DS1 Cross-Connects			UEA,UHL,UDL,UCL	PE1P1	1.22	44.24	31.98	12.07	10.91						
		Adjacent Collocation-DS3 Cross-Connects			UEA,UHL,UDL,UCL	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									
		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-Security Escort for Basic Time-normally scheduled work, per half hr			CLORS	PE1BT		16.52	10.83								
		Physical Collocation-Security Escort for Overtime-outside of normally scheduled working hrs on a scheduled work day, per half hr			CLORS	PE1OT		21.92	14.19								
		Physical Collocation-Security Escort for Premium Time-outside of scheduled work day, per half hr			CLORS	PE1PT		27.31	17.55								
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 sq ft			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.																

COLLOCATION - Florida														Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
VIRTUAL COLLOCATION																	
		Virtual Collocation-Application Fee			AMTFS	EAF		4,122.00	1,249.00								
		Virtual Collocation-Cable Installation Cost, per cable			AMTFS	ESPCX	12.45	965.00									
		Virtual Collocation-Floor Space, per sq ft			AMTFS	ESPVX	4.25										
		Virtual Collocation-Power, per fused amp			AMTFS	ESPAX	6.95										
		Virtual Collocation-Cable Support Structure, per entrance cable			AMTFS	ESPSX	13.35										
		Virtual Collocation-2W Cross Connects (loop)			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,UNCVX,UNCDX,UNCNX	UEAC2	0.0502	11.57									
		Virtual Collocation-4W Cross Connects (loop)			UEA,UHL,UCL,UDL,UAL,UDN,UNCVX,UNCDX	UEAC4	0.0502	11.57									
		Virtual Collocation-2-Fiber Cross Connects			UDL12,UDLO3,U1T48,U1T12,U1T03,ULDO3,ULD12,ULD48,UDF	CNC2F	6.71	2,431.00									
		Virtual Collocation-4-Fiber Cross Connects			UDL12,UDLO3,U1T48,U1T12,U1T03,ULDO3,ULD12,ULD48,UDF	CNC4F	6.71	2,431.00									
		Virtual collocation-Special Access & UNE, cross-connect per DS1			USL,ULC,ULR,UXTD1,UNC1X,ULDD1,U1TD1,USLEL,UNLD1,UEPEX,UEPDX	CNC1X	7.50	155.00	14.00								
		Virtual collocation-Special Access & UNE, cross-connect per DS3			USL,UE3,U1TD3,UXTS1,UXTD3,UNC3X,UNCSX,ULDD3,U1TS1,ULDS1,UDLSX,UNLD3	CND3X	56.25	151.90	11.83								
		Virtual Collocation-Co-Carrier Cross Connects-Fiber Cable Support Structure, per linear ft			AMTFS	VE1CB	0.0028										
		Virtual Collocation-Co-Carrier Cross Connects-Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0041										
		Virtual Collocation-Co-Carrier Cross Connects-Fiber Cable Support Structure,per cable			AMTFS	VE1CC		535.54									
		Virtual Collocation-Co-Carrier Cross Connects-Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		535.54									
		Virtual Collocation Cable Records-per request			AMTFS	VE1BA		1,525.00		267.08							
		Virtual Collocation Cable Records-VG/DS0 Cable, per cable record			AMTFS	VE1BB		656.50		379.78							
		Virtual Collocation Cable Records-VG/DS0 Cable, per each 100 pr			AMTFS	VE1BC		9.66		11.84							
		Virtual Collocation Cable Records-DS1, per T1TIE			AMTFS	VE1BD		4.52		5.54							
		Virtual Collocation Cable Records-DS3, per T3TIE			AMTFS	VE1BE		15.82		19.40							
		Virtual Collocation Cable Records-Fiber Cable, per 99 fiber records			AMTFS	VE1BF		169.67		154.89							
		Virtual collocation-Security Escort-Basic, per quarter hr			AMTFS	SPTBQ		10.89									
		Virtual collocation-Security Escort-Overtime, per quarter hr			AMTFS	SPTOQ		13.64									
		Virtual collocation-Security Escort-Premium, per quarter hr			AMTFS	SPTPQ		16.40									
		Virtual Collocation-2W Cross Connects (loop), per ckts			AMTFS	VE1R2	0.05	11.57									
		Virtual Collocation-4W Cross Connects (loop), per ckts			AMTFS	VE1R4	0.05	11.57									
		Virtual Collocation-DS-1/DCS Cross Connects, PER CKTS			AMTFS	VE11S	8.09	69.64									
		Virtual Collocation-DS-1.DSX Cross Connects, PER CKTS			AMTFS	VE11X	0.41	69.64									

COLLOCATION - Florida														Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Virtual Collocation-DS-3/DCS Cross Connects, PER CKT			AMTFS	VE13S	59.67	528.00									
		Virtual Collocation-DS-3/DSC Cross Connects, PER CKT			AMTFS	VE13X	10.06	528.00									
		Virtual collocation-Maintenance in CO-Basic, per quarter hr			AMTFS	SPTRE		10.89									
		Virtual collocation-Maintenance in CO-Overtime, per quarter hr			AMTFS	SPTOE		13.64									
		Virtual collocation-Maintenance in CO-Premium per quarter hr			AMTFS	SPTPE		16.40									

COLLOCATION - Florida														Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
VIRTUAL COLLOCATION																	
		Virtual Collocation-2W Cross Connect, Exchange Port 2W Analog-Res			UEPSR	VE1R2	0.0502	11.57	11.57								
		Virtual Collocation 2W Cross Connect, Exchange Port 2W Line Side PBX Trunk-Bus			UEPSP	VE1R2	0.0502	11.57	11.57								
		Virtual Collocation 2W Cross Connect, Exchange Port 2W VG PBX Trunk-Res			UEPSE	VE1R2	0.0502	11.57	11.57								
		Virtual Collocation 2W Cross Connect, Exchange Port 2W Analog Bus			UEPSB	VE1R2	0.0502	11.57	11.57								
		Virtual Collocation 2W Cross Connect, Exchnage Port 2W ISDN			UEPSX	VE1R2	0.0502	11.57	11.57								
		Virtual Collocation 2W Cross Connect, Exchange Port 2W ISDN			UEPTX	VE1R2	0.0502	11.57	11.57								
		Virtual Collocation 4W Cross Connect, Exchange Port 4W ISDN DS1			UEPEX	VE1R4	0.0502	11.57	11.57								
	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														Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
		Physical Collocation 2W Cross Connect, Exchange Port 2W Analog-Res	I		UEPSR	PE1R2	0.30	12.60	12.60								
		Physical Collocation 2W Cross Connect, Exchange Port 2W Line Side PBX Trunk-Bus	I		UEPSP	PE1R2	0.30	12.60	12.60								
		Physical Collocation 2W Cross Connect, Exchange Port 2W VG PBX Trunk-Res	I		UEPSE	PE1R2	0.30	12.60	12.60								
		Physical Collocation 2W Cross Connect, Exchange Port 2W Analog-Bus	I		UEPSB	PE1R2	0.30	12.60	12.60								
		Physical Collocation 2W Cross Connect, Exchange Port 2W ISDN	I		UEPSX	PE1R2	0.30	12.60	12.60								
		Physical Collocation 2W Cross Connect, Exchange Port 2W ISDN	I		UEPTX	PE1R2	0.30	12.60	12.60								
		Physical Collocation 4W Cross Connect, Exchange Port 4W ISDN DS1			UEPEX	PE1R4	0.50	12.60	12.60								
PHYSICAL COLLOCATION																	
		Physical Collocation-Initial Application Fee			CLO	PE1BA		1,285.98		0.59							
		Physical Collocation-Subsequent Application Fee			CLO	PE1CA		1,085.48		0.59							
		Physical Collocation Administrative Only-Application Fee			CLO	PE1BL		740.83									
		Physical Collocation-Space Preparation-Firm Order Processing			CLO	PE1SJ		141.10									
		Physical Collocation-Space Preparation-CO Modification per sq ft			CLO	PE1SK	2.01										
		Physical Collocation-Space Preparation, Common Systems Modifications-Cageless, per sq ft			CLO	PE1SL	2.23										
		Physical Collocation-Space Preparation-Common Systems Modifications-Caged, per cage			CLO	PE1SM	75.61										
		Physical Collocation-Cable Installation, Pricing, NRC charge, per Entrance Cable			CLO	PE1BD		736.93		21.51							
		Physical Collocation-Floor Space, per sq ft			CLO	PE1PJ	4.52										
		Physical Collocation-Cable Support Structure, per Entrance Cable			CLO	PE1PM	7.21										
		Physical Collocation-Power, -48V DC Power-per Fused Amp			CLO	PE1PL	4.78										
		Physical Collocation-Power Reduction Only, Application Fee	I		CLO	PE1PR		398.80									
		Physical Collocation-Power, 120V AC Power, Single Phase, per Breaker			CLO	PE1FB	5.14										
		Physical Collocation-Power, 240V AC Power, Single Phase, per Breaker			CLO	PE1FD	10.30										
		Physical Collocation-Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	15.44										
		Physical Collocation-Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	35.65										
		Physical Collocation-2W cross-connect, loop, provisioning			UEANL,UEQ,UNLDX,UNCNX	PE1P2	0.0197										
		Physical Collocation-4W cross-connect, loop, provisioning			UEA,UHL,UNCVX,UNCDX,UCL,UDL	PE1P4	0.0393										
		Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			UEANL,UEQ,WDS1L,WDS1S,UXTD1,ULDD1,USLEL,UNLD1,UDL,UEPEX,UEP	PE1P1	0.3726										
		Physical Collocation-DS3 Cross-Connect, provisioning			UE3,U1TD3,UXTD3,UXTS1,UNC3X,UNCSX,ULDD3,U1TS1,ULDS1,UNLD3	PE1P3	4.06										
		Physical Collocation-2-Fiber Cross-Connect			CLO,ULDO3,ULD12,ULD48,U1TO3,U1T12,U1T48,UDLO3,UDL12,UDF	PE1F2	1.72										
		Physical Collocation-4-Fiber Cross-Connect			ULDO3,ULD12,ULD48,U1TO3,U1T12,U1T48,UDLO3,UDL12,UDF	PE1F4	3.30										

COLLOCATION - Georgia														Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation-Space enclosure, welded wire, first 100 sq ft			CLO	PE1BW	160.45										
		Physical Collocation-Space enclosure, welded wire, each add'l 50 sq ft			CLO	PE1CW	15.74										
		Physical Collocation-Security Access System-Security System per CO			CLO	PE1AY	0.0106										
		Physical Collocation -Security Access System-New Card Activation, per Card Activation (First), per State			CLO	PE1A1		22.00									
		Physical Collocation-Security Access System-New Access Card Deactivation, per Card			CLO	PE1A4		8.72	8.72								
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		5.38									
		Physical Collocation-Security Access System-Replace Lost or Stolen Card, per Card			CLO	PE1AR		17.01									
		Physical Collocation-Security Access-Initial Key, per Key			CLO	PE1AK		13.20									
		Physical Collocation-Security Access-Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.20									
		Physical Collocation-Space Availability Report, per CO Requested			CLO	PE1SR		248.75									
		Physical Collocation-CFA Information Resend Request, per premises, per request			CLO	PE1C9		77.42									
		Physical Collocation-Cable Records, per request			CLO	PE1CR		743.65	478.06	125.75							
		Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		317.60		177.77							
		Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pr			CLO	PE1CO		4.48		5.30							
		Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		2.22		2.63							
		Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		7.76		9.19							
		Physical Collocation-Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		83.45		73.57							
		Physical Collocation-Security Escort for Basic Time-normally scheduled work, per half hr			CLO	PE1BT		16.52	10.83								
		Physical Collocation-Security Escort for Overtime-outside of normally scheduled working hrs on a scheduled work day, per half hr			CLO	PE1OT		21.92	14.19								
		Physical Collocation-Security Escort for Premium Time-outside of scheduled work day, per half hr			CLO	PE1PT		27.31	17.55								
		Physical Collocation-Virtual to Physical Collocation Relocation, per VG Circuit			CLO	PE1BV		33.00									
		Physical Collocation-Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00									
		Physical Collocation-Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00									
		Physical Collocation-Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00									
		Physical Collocation-Virtual to Physical Collocation In-Place, Per VG Circuit			CLO	PE1BR		23.00									
		Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		23.00									
		Physical Collocation-Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		33.00									
		Physical Collocation-Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		37.00									
		Physical Collocation-Virtual to Physical Collocation In-Place/Relocation, space cable facilities assigned to Collocation Space, per 700 cable prs or fraction thereof			CLO	PE1B7		592.00									

COLLOCATION - Georgia														Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation-Co-Carrier Cross Connects/Direct Connect-Fiber Cable Support Structure, per linear ft			CLO	PE1ES	0.001										
		Physical Collocation-Co-Carrier Cross Connect/Direct Connect-Copper/Coax Cable Support Structure, per lin. ft			CLO	PE1DS	0.0015										
		Physical Collocation-Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		583.18									
		Physical Collocation-Copper Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EA		1,198.43	42.645								
		Physical Collocation-Copper Entrance Cable Installation, per 100 prs			CLO	PE1EB		18.071									
		Physical Collocation-Fiber Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EC		1,003.267	42.645								
		Physical Collocation-Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		7.228									
		Physical Collocation-Application Cost, Simple Augment			CLO	PE1KS		594.05		1.21							
		Physical Collocation-Application Cost, Minor Augment			CLO	PE1KM		832.95		1.21							
		Physical Collocation-Application Cost, Intermediate Augment			CLO	PE1K1		1,057.00		1.21							
		Physical Collocation-Co-Carrier Cross Connect/Direct Connect-Fiber Cable Support Structure, per cable	I		CLO	PE1DU		553.43									
		Physical Collocation-Co-Carrier Cross Connect/Direct Connect-Copper/Coax Cable Support Structure, per cable	I		CLO	PE1DV		553.43									
		Physical Collocation-Power-Power Construction, per amp DC plant	I		CLO	PE1PU	3.44										
		Physical Collocation-Power-Power Consumption,per amp AC usage	I		CLO	PE1PV	1.34										
		Physical Collocation-Physical Meter Reading Expense	I		CLO	PE1FL	75.34										
		Physical Collocation-Meter Reading-Billing Setup Fee	I		CLO	PE1FK		300									
		Physical Collocation-add'l Meter Reading Trip Charge	I		CLO	PE1FM		285									
ADJACENT COLLOCATION																	
		Adjacent Collocation-Space Charge per sq ft			CLOAC	PE1JA	0.164										
		Adjacent Collocation-Electrical Facility Charge per Linear ft			CLOAC	PE1JC	4.01										
		Adjacent Collocation-2W Cross-Connects			UEA,UHL,UDL,UCL	PE1P2	0.0172										
		Adjacent Collocation-4W Cross-Connects			UEA,UHL,UDL,UCL	PE1P4	0.0344										
		Adjacent Collocation-DS1 Cross-Connects			UEA,UHL,UDL,UCL	PE1P1	0.3608										
		Adjacent Collocation-DS3 Cross-Connects			UEA,UHL,UDL,UCL	PE1P3	4.73										
		Adjacent Collocation-2-Fiber Cross-Connect			CLOAC	PE1F2	1.66										
		Adjacent Collocation-4-Fiber Cross-Connect			CLOAC	PE1F4	3.24										
		Adjacent Collocation-Application Fee			CLOAC	PE1JB		1,382.19		0.50							
		Adjacent Collocation-120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.14										
		Adjacent Collocation-240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	10.30										
		Adjacent Collocation-120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	15.44										
		Adjacent Collocation-277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	35.65										
		Adjacent Collocation-240V, Three Phase Standby Power Rate per AC Breaker Amp	I		CLOAC	PE1JD	35.65										
PHYSICAL COLLOCATION IN THE REMOTE SITE																	
		Physical Collocation in the Remote Site-Application Fee			CLORS	PE1RA		300.61		132.62							
		Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	143.23										
		Physical Collocation in the Remote Site-Security Access-Key			CLORS	PE1RD		13.20									
		Physical Collocation in the Remote Site-Space Availability Report per Premises Requested			CLORS	PE1SR		109.94									

COLLOCATION - Georgia														Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation in the Remote Site-Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		36.04									
		Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		116.64									
		Physical Collocation-Security Escort for Basic Time-normally scheduled work, per half hr			CLORS	PE1BT		16.52	10.83								
		Physical Collocation-Security Escort for Overtime-outside of normally scheduled working hrs on a scheduled work day, per half hr			CLORS	PE1OT		21.92	14.19								
		Physical Collocation-Security Escort for Premium Time-outside of scheduled work day, per half hr			CLORS	PE1PT		27.31	17.55								

COLLOCATION - Georgia														Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
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 sq ft			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.																
VIRTUAL COLLOCATION																	
		Virtual Collocation-Application Fee			AMTFS	EAF		609.52		0.59							
		Virtual Collocation-Cable Installation Cost, per cable			AMTFS	ESPCX		736.93		21.51							
		Virtual Collocation-Floor Space, per sq ft			AMTFS	ESPVX	4.52										
		Virtual Collocation-Power, per fused amp			AMTFS	ESPAX	4.78										
		Virtual Collocation-Cable Support Structure, per entrance cable			AMTFS	ESPSX	7.57										
		Virtual Collocation-2W Cross Connects (loop)			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,UNCVX,UNCDX,UNCNX	UEAC2	0.0188										
		Virtual Collocation-4W Cross Connects (loop)			UEA,UHL,UCL,UDL,UAL,UDN,UNCVX,UNCDX	UEAC4	0.0375										
		Virtual Collocation-2-Fiber Cross Connects			UDL12,UDLO3,U1T48,U1T12,U1T03,ULDO3,ULD12,ULD48,UDF	CNC2F	1.73										
		Virtual Collocation-4-Fiber Cross Connects			UDL12,UDLO3,U1T48,U1T12,U1T03,ULDO3,ULD12,ULD48,UDF	CNC4F	3.45										
		Virtual collocation-Special Access & UNE, cross-connect per DS1			USL,ULC,ULR,UXTD1,UNC1X,ULDD1,U1TD1,USLEL,UNLD1,UEPEX,UEPDX	CNC1X	0.3726										
		Virtual collocation-Special Access & UNE, cross-connect per DS3			USL,UE3,U1TD3,UXTS1,UXTD3,UNC3X,UNCSX,ULDD3,U1TS1,ULDS1,UDLSX,UNLD3	CND3X	4.06										
		Virtual Collocation-Co-Carrier Cross Connects-Fiber Cable Support Structure, per linear ft			AMTFS	VE1CB	0.0023										
		Virtual Collocation-Co-Carrier Cross Connects-Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0034										
		Virtual Collocation-Co-Carrier Cross Connects-Fiber Cable Support Structure,per cable			AMTFS	VE1CC		553.43									
		Virtual Collocation-Co-Carrier Cross Connects-Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		553.43									
		Virtual Collocation Cable Records-per request			AMTFS	VE1BA		743.65	478.06	125.75							
		Virtual Collocation Cable Records-VG/DS0 Cable, per cable record			AMTFS	VE1BB		317.60		177.77							
		Virtual Collocation Cable Records-VG/DS0 Cable, per each 100 pr			AMTFS	VE1BC		4.48		5.30							
		Virtual Collocation Cable Records-DS1, per T1TIE			AMTFS	VE1BD		2.22		2.63							
		Virtual Collocation Cable Records-DS3, per T3TIE			AMTFS	VE1BE		7.76		9.19							
		Virtual Collocation Cable Records-Fiber Cable, per 99 fiber records			AMTFS	VE1BF		83.45		73.57							
		Virtual collocation-Security Escort-Basic, per half hr			AMTFS	SPTBX		16.52	10.83								
		Virtual collocation-Security Escort-Overtime, per half hr			AMTFS	SPTOX		21.92	14.19								

COLLOCATION - Georgia														Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Virtual collocation-Security Escort-Premium, per half hr			AMTFS	SPTPX		27.31	17.55								
		Virtual collocation-Maintenance in CO-Basic, per half hr			AMTFS	CTRLX		26.54	10.83								
		Virtual collocation-Maintenance in CO-Overtime, per half hr			AMTFS	SPTOM		35.44	14.19								
		Virtual collocation-Maintenance in CO-Premium per half hr			AMTFS	SPTPM		44.34	17.55								
VIRTUAL COLLOCATION																	
		Virtual Collocation-2W Cross Connect, Exchange Port 2W Analog-Res			UEPSR	VE1R2	0.30	12.60	12.60								
		Virtual Collocation 2W Cross Connect, Exchange Port 2W Line Side PBX Trunk-Bus			UEPSP	VE1R2	0.30	12.60	12.60								
		Virtual Collocation 2W Cross Connect, Exchange Port 2W VG PBX Trunk-Res			UEPSE	VE1R2	0.30	12.60	12.60								
		Virtual Collocation 2W Cross Connect, Exchange Port 2W Analog Bus			UEPSB	VE1R2	0.30	12.60	12.60								
		Virtual Collocation 2W Cross Connect, Exchnage Port 2W ISDN			UEPSX	VE1R2	0.30	12.60	12.60								
		Virtual Collocation 2W Cross Connect, Exchange Port 2W ISDN			UEPTX	VE1R2	0.30	12.60	12.60								
		Virtual Collocation 4W Cross Connect, Exchange Port 4W ISDN DS1			UEPEX	VE1R4	0.50	12.60	12.60								
	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														Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
		Physical Collocation 2W Cross Connect, Exchange Port 2W Analog-Res			UEPSR	PE1R2	0.0333	24.68	23.68	12.14	10.95						
		Physical Collocation 2W Cross Connect, Exchange Port 2W Line Side PBX Trunk-Bus			UEPSP	PE1R2	0.0333	24.68	23.68	12.14	10.95						
		Physical Collocation 2W Cross Connect, Exchange Port 2W VG PBX Trunk-Res			UEPSE	PE1R2	0.0333	24.68	23.68	12.14	10.95						
		Physical Collocation 2W Cross Connect, Exchange Port 2W Analog-Bus			UEPSB	PE1R2	0.0333	24.68	23.68	12.14	10.95						
		Physical Collocation 2W Cross Connect, Exchange Port 2W ISDN			UEPSX	PE1R2	0.0333	24.68	23.68	12.14	10.95						
		Physical Collocation 2W Cross Connect, Exchange Port 2W ISDN			UEPTX	PE1R2	0.0333	24.68	23.68	12.14	10.95						
		Physical Collocation 4W Cross Connect, Exchange Port 4W ISDN DS1			UEPEX	PE1R4	1.48	44.23	31.98	12.81	11.57						
PHYSICAL COLLOCATION																	
		Physical Collocation-Initial Application Fee			CLO	PE1BA		3,773.54									
		Physical Collocation-Subsequent Application Fee			CLO	PE1CA		3,145.35									
		Physical Collocation Administrative Only-Application Fee			CLO	PE1BL		742.12									
		Physical Collocation-Space Preparation-Firm Order Processing			CLO	PE1SJ		1,206.07									
		Physical Collocation-Space Preparation-CO Modification per sq ft			CLO	PE1SK	2.32										
		Physical Collocation-Space Preparation, Common Systems Modifications-Cageless, per sq ft			CLO	PE1SL	3.26										
		Physical Collocation-Space Preparation-Common Systems Modifications-Caged, per cage			CLO	PE1SM	110.57										
		Physical Collocation-Cable Installation, Pricing, NRC charge, per Entrance Cable			CLO	PE1BD		1,729.11		45.16							
		Physical Collocation-Floor Space, per sq ft			CLO	PE1PJ	7.99										
		Physical Collocation-Cable Support Structure, per Entrance Cable			CLO	PE1PM	19.86										
		Physical Collocation-Power, -48V DC Power-per Fused Amp			CLO	PE1PL	8.06										
		Physical Collocation-Power Reduction Only, Application Fee	I		CLO	PE1PR		399.50									
		Physical Collocation-Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB	5.44										
		Physical Collocation-Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD	10.88										
		Physical Collocation-Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	16.32										
		Physical Collocation-Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	37.68										
		Physical Collocation-2W cross-connect, loop, provisioning			UEANL,UEQ,UNLDX,UNCNX	PE1P2	0.0333	24.68	23.68	12.14	10.95						
		Physical Collocation-4W cross-connect, loop, provisioning			UEA,UHL,UNCVX,UNCDX,UCL,UDL	PE1P4	0.0665	24.88	23.82	12.77	11.46						
		Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			UEANL,UEQ,WDS1L,WDS1S,UXTD1,ULDD1,USLEL,UNLD1,UDL,UEPEX,UEP	PE1P1	1.48	44.23	31.98	12.81	11.57						
		Physical Collocation-DS3 Cross-Connect, provisioning			UE3,U1TD3,UXTD3,UXTS1,UNC3X,UNCSX,ULDD3,U1TS1,ULDS1,UNLD3	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						

COLLOCATION - Kentucky														Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation-4-Fiber Cross-Connect			ULDO3,ULD12,ULD48,U1TO3,U1T12,U1T48,UDLO3,UDL12,UDF	PE1F4	6.65	51.29	39.87	19.41	16.49						
		Physical Collocation-Space enclosure, welded wire, first 100 sq ft			CLO	PE1BW	184.97										
		Physical Collocation-Space enclosure, welded wire, each add'l 50 sq ft			CLO	PE1CW	18.14										
		Physical Collocation-Security Access System, Security System, per CO, per sq ft			CLO	PE1AX	76.10										
		Physical Collocation -Security Access System-New Card Activation, per Card Activation (First), per State			CLO	PE1A1	0.058	55.79									
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		15.64									
		Physical Collocation-Security Access System-Replace Lost or Stolen Card, per Card			CLO	PE1AR		45.74									
		Physical Collocation-Security Access-Initial Key, per Key			CLO	PE1AK		26.29									
		Physical Collocation-Security Access-Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		26.29									
		Physical Collocation-Space Availability Report, per CO Requested			CLO	PE1SR		2,158.67									
		Physical Collocation-CFA Information Resend Request, per premises, per request			CLO	PE1C9		77.55									
		Physical Collocation-Cable Records, per request			CLO	PE1CR		1,524.45	980.01	267.02							
		Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		656.37		379.70							
		Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pr			CLO	PE1CO		9.65		11.84							
		Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		4.52		5.54							
		Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		15.81		19.39							
		Physical Collocation-Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		169.63		154.85							
		Physical Collocation-Security Escort for Basic Time-normally scheduled work, per half hr			CLO	PE1BT		33.98	21.53								
		Physical Collocation-Security Escort for Overtime-outside of normally scheduled working hrs on a scheduled work day, per half hr			CLO	PE1OT		44.26	27.81								
		Physical Collocation-Security Escort for Premium Time-outside of scheduled work day, per half hr			CLO	PE1PT		54.54	34.09								
		Physical Collocation-Virtual to Physical Collocation Relocation, per VG Circuit			CLO	PE1BV		33.00									
		Physical Collocation-Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00									
		Physical Collocation-Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00									
		Physical Collocation-Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00									
		Physical Collocation-Virtual to Physical Collocation In-Place, Per VG Circuit			CLO	PE1BR		23.00									
		Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		23.00									
		Physical Collocation-Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		33.00									
		Physical Collocation-Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		37.00									

COLLOCATION - Kentucky														Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation-Virtual to Physical Collocation In-Place/Relocation, space cable facilities assigned to Collocation Space, per 700 cable prs or fraction thereof			CLO	PE1B7		592.00									
		Physical Collocation-Co-Carrier Cross Connects/Direct Connect-Fiber Cable Support Structure, per linear ft			CLO	PE1ES	0.0012										
		Physical Collocation-Co-Carrier Cross Connect/Direct Connect-Copper/Coax Cable Support Structure, per lin. ft			CLO	PE1DS	0.0018										
		Physical Collocation-Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		584.20									
		Physical Collocation-Copper Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EA		1,224.485	42.719								
		Physical Collocation-Copper Entrance Cable Installation, per 100 prs			CLO	PE1EB		18.102									
		Physical Collocation-Fiber Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EC		1,028.981	42.719								
		Physical Collocation-Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		7.241									
		Physical Collocation-Application Cost, Simple Augment			CLO	PE1KS		594.98		1.21							
		Physical Collocation-Application Cost, Minor Augment			CLO	PE1KM		834.26		1.21							
		Physical Collocation-Application Cost, Intermediate Augment			CLO	PE1K1		1,059.00		1.21							
		Physical Collocation-Co-Carrier Cross Connect/Direct Connect-Fiber Cable Support Structure, per cable	I		CLO	PE1DU		535.55									
		Physical Collocation-Co-Carrier Cross Connect/Direct Connect-Copper/Coax Cable Support Structure, per cable	I		CLO	PE1DV		535.55									
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-2W Cross-Connects			UEA,UHL,UDL,UCL	PE1P2	0.0258	24.68	23.68	12.14	10.95						
		Adjacent Collocation-4W Cross-Connects			UEA,UHL,UDL,UCL	PE1P4	0.0515	24.88	23.82	12.77	11.46						
		Adjacent Collocation-DS1 Cross-Connects			UEA,UHL,UDL,UCL	PE1P1	1.37	44.23	31.98	12.81	11.57						
		Adjacent Collocation-DS3 Cross-Connects			UEA,UHL,UDL,UCL	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									
		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										
		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-Security Escort for Basic Time-normally scheduled work, per half hr			CLORS	PE1BT		33.98	21.53								

COLLOCATION - Kentucky														Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation-Security Escort for Overtime-outside of normally scheduled working hrs on a scheduled work day, per half hr			CLORS	PE1OT		44.26	27.81								
		Physical Collocation-Security Escort for Premium Time-outside of scheduled work day, per half hr			CLORS	PE1PT		54.54	34.09								
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 sq ft			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.																
VIRTUAL COLLOCATION																	
		Virtual Collocation-Application Fee			AMTFS	EAF		2,419.86		1.01							
		Virtual Collocation-Cable Installation Cost, per cable			AMTFS	ESPCX		1,729.11		45.16							
		Virtual Collocation-Floor Space, per sq ft			AMTFS	ESPVX	7.99										
		Virtual Collocation-Power, per fused amp			AMTFS	ESPAX	8.06										
		Virtual Collocation-Cable Support Structure, per entrance cable			AMTFS	ESPSX	17.38										
		Virtual Collocation-2W Cross Connects (loop)			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,UNCVX,UNCDX,UNCNX	UEAC2	0.0309	24.68	23.68	12.14	10.95						
		Virtual Collocation-4W Cross Connects (loop)			UEA,UHL,UCL,UDL,UAL,UDN,UNCVX,UNCDX	UEAC4	0.0619	24.88	23.82	12.77	11.46						
		Virtual Collocation-2-Fiber Cross Connects			UDL12,UDLO3,U1T48,U1T12,U1T03,ULDO3,ULD12,ULD48,UDF	CNC2F	3.80	41.94	30.51	14.76	11.84						
		Virtual Collocation-4-Fiber Cross Connects			UDL12,UDLO3,U1T48,U1T12,U1T03,ULDO3,ULD12,ULD48,UDF	CNC4F	7.59	51.29	39.87	19.41	16.49						
		Virtual collocation-Special Access & UNE, cross-connect per DS1			USL,ULC,ULR,UXTD1,UNC1X,ULDD1,U1TD1,USLEL,UNLD1,UEPEX,UEPDX	CNC1X	1.48	44.23	31.98	12.81	11.57						
		Virtual collocation-Special Access & UNE, cross-connect per DS3			USL,UE3,U1TD3,UXTS1,UXTD3,UNC3X,UNCSX,ULDD3,U1TS1,ULDS1,UDLSX,UNLD3	CND3X	18.89	41.93	30.51	14.75	11.83						
		Virtual Collocation-Co-Carrier Cross Connects-Fiber Cable Support Structure, per linear ft			AMTFS	VE1CB	0.003										
		Virtual Collocation-Co-Carrier Cross Connects-Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0045										
		Virtual Collocation-Co-Carrier Cross Connects-Fiber Cable Support Structure,per cable			AMTFS	VE1CC		535.55									
		Virtual Collocation-Co-Carrier Cross Connects-Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		535.55									
		Virtual Collocation Cable Records-per request			AMTFS	VE1BA		1,524.45	980.01	267.02							
		Virtual Collocation Cable Records-VG/DS0 Cable, per cable record			AMTFS	VE1BB		656.37		379.70							
		Virtual Collocation Cable Records-VG/DS0 Cable, per each 100 pr			AMTFS	VE1BC		9.65		11.84							
		Virtual Collocation Cable Records -DS1, per T1TIE			AMTFS	VE1BD		4.52		5.54							

COLLOCATION - Kentucky														Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Virtual Collocation Cable Records-DS3, per T3TIE			AMTFS	VE1BE		15.81		19.39							
		Virtual Collocation Cable Records-Fiber Cable, per 99 fiber records			AMTFS	VE1BF		169.63		154.85							
		Virtual collocation-Security Escort-Basic, per half hr			AMTFS	SPTBX		33.98	21.53								
		Virtual collocation-Security Escort-Overtime, per half hr			AMTFS	SPTOX		44.26	27.81								
		Virtual collocation-Security Escort-Premium, per half hr			AMTFS	SPTPX		54.54	34.09								
		Virtual collocation-Maintenance in CO-Basic, per half hr			AMTFS	CTRLX		56.07	21.53								
		Virtual collocation-Maintenance in CO-Overtime, per half hr			AMTFS	SPTOM		73.23	27.81								
		Virtual collocation-Maintenance in CO-Premium per half hr			AMTFS	SPTPM		90.39	34.09								

COLLOCATION - Kentucky														Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
VIRTUAL COLLOCATION																	
		Virtual Collocation-2W Cross Connect, Exchange Port 2W Analog-Res			UEPSR	VE1R2	0.0309	24.68	23.68	12.14	10.95						
		Virtual Collocation 2W Cross Connect, Exchange Port 2W Line Side PBX Trunk-Bus			UEPSP	VE1R2	0.0309	24.68	23.68	12.14	10.95						
		Virtual Collocation 2W Cross Connect, Exchange Port 2W VG PBX Trunk-Res			UEPSE	VE1R2	0.0309	24.68	23.68	12.14	10.95						
		Virtual Collocation 2W Cross Connect, Exchange Port 2W Analog Bus			UEPSB	VE1R2	0.0309	24.68	23.68	12.14	10.95						
		Virtual Collocation 2W Cross Connect, Exchnage Port 2W ISDN			UEPSX	VE1R2	0.0309	24.68	23.68	12.14	10.95						
		Virtual Collocation 2W Cross Connect, Exchange Port 2W ISDN			UEPTX	VE1R2	0.0309	24.68	23.68	12.14	10.95						
		Virtual Collocation 4W Cross Connect, Exchange Port 4W ISDN DS1			UEPEX	VE1R4	1.48	44.23	31.98	12.81	11.57						
	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														Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Di		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
		Physical Collocation 2W Cross Connect, Exchange Port 2W Analog-Res			UEPSR	PE1R2	0.0318	11.94	11.46								
		Physical Collocation 2W Cross Connect, Exchange Port 2W Line Side PBX Trunk-Bus			UEPSP	PE1R2	0.0318	11.94	11.46								
		Physical Collocation 2W Cross Connect, Exchange Port 2W VG PBX Trunk-Res			UEPSE	PE1R2	0.0318	11.94	11.46								
		Physical Collocation 2W Cross Connect, Exchange Port 2W Analog-Bus			UEPSB	PE1R2	0.0318	11.94	11.46								
		Physical Collocation 2W Cross Connect, Exchange Port 2W ISDN			UEPSX	PE1R2	0.0318	11.94	11.46								
		Physical Collocation 2W Cross Connect, Exchange Port 2W ISDN			UEPTX	PE1R2	0.0318	11.94	11.46								
		Physical Collocation 4W Cross Connect, Exchange Port 4W ISDN DS1			UEPEX	PE1R4	0.0636	12.04	11.53								
PHYSICAL COLLOCATION																	
		Physical Collocation-Initial Application Fee			CLO	PE1BA		1,837.24									
		Physical Collocation-Subsequent Application Fee			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-CO Modification per sq ft			CLO	PE1SK	2.31										
		Physical Collocation-Space Preparation, Common Systems Modifications-Cageless, per sq ft			CLO	PE1SL	2.70										
		Physical Collocation-Space Preparation-Common Systems Modifications-Caged, per cage			CLO	PE1SM	91.60										
		Physical Collocation-Cable Installation, Pricing, NRC charge, per Entrance Cable			CLO	PE1BD		841.54									
		Physical Collocation-Floor Space, per sq ft			CLO	PE1PJ	5.30										
		Physical Collocation-Cable Support Structure, per Entrance Cable			CLO	PE1PM	18.31										
		Physical Collocation-Power, -48V DC Power-per Fused Amp	I		CLO	PE1PL	8.32										
		Physical Collocation-Power Reduction Only, Application Fee	I		CLO	PE1PR		398.76									
		Physical Collocation-Power, 120V AC Power, Single Phase, per Breaker			CLO	PE1FB	5.45										
		Physical Collocation-Power, 240V AC Power, Single Phase, per Breaker			CLO	PE1FD	10.92										
		Physical Collocation-Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	16.37										
		Physical Collocation-Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	37.80										
		Physical Collocation-2W cross-connect, loop, provisioning			UEANL,UEQ,UNLDX,UNCNX	PE1P2	0.0318	11.94	11.46								
		Physical Collocation-4W cross-connect, loop, provisioning			UEA,UHL,UNCVX,UNCDX,UCL,UDL	PE1P4	0.0636	12.04	11.53								
		Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			UEANL,UEQ,WDS1L,WDS1S,UXTD1,ULDD1,USLEL,UNLD1,UDL,UEPEX,UEP	PE1P1	1.04	21.39	15.47								
		Physical Collocation-DS3 Cross-Connect, provisioning			UE3,U1TD3,UXTD3,UXTS1,UNC3X,UNCSX,ULDD3,U1TS1,ULDS1,UNLD3	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			ULDO3,ULD12,ULD48,U1TO3,U1T12,U1T48,UDLO3,UDL12,UDF	PE1F4	4.65	24.81	19.29								
		Physical Collocation-Space enclosure, welded wire, first 100 sq ft			CLO	PE1BW	184.50										

COLLOCATION - Louisiana														Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Di		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation-Space enclosure, welded wire, each add'l 50 sq ft			CLO	PE1CW	18.10										
		Physical Collocation-Security Access System-Security System per CO			CLO	PE1AY	0.0224										
		Physical Collocation -Security Access System-New Card Activation, per Card Activation (First), per State			CLO	PE1A1	0.0579	27.50									
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		7.74									
		Physical Collocation-Security Access System-Replace Lost or Stolen Card, per Card			CLO	PE1AR		22.64									
		Physical Collocation-Security Access-Initial Key, per Key			CLO	PE1AK		13.01									
		Physical Collocation-Security Access-Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.01									
		Physical Collocation-Space Availability Report, per CO Requested			CLO	PE1SR		1,044.07									
		Physical Collocation-CFA Information Resend Request, per premises, per request			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 pr			CLO	PE1CT	0.08										
		Recurring Collocation Cable Records-DS1, per T1TIE			CLO	PE1C2	0.04										
		Recurring Collocation Cable Records-DS3, per T3TIE			CLO	PE1C4	0.13										
		Recurring Collocation Cable Records-Fiber Cable, per 99 fiber records			CLO	PE1CG	1.37										
		Physical Collocation-Security Escort for Basic Time-normally scheduled work, per half hr			CLO	PE1BT		16.44	10.42								
		Physical Collocation-Security Escort for Overtime-outside of normally scheduled working hrs on a scheduled work day, per half hr			CLO	PE1OT		21.41	13.45								
		Physical Collocation-Security Escort for Premium Time-outside of scheduled work day, per half hr			CLO	PE1PT		26.38	16.49								
		Physical Collocation-Virtual to Physical Collocation Relocation, per VG Circuit			CLO	PE1BV		33.00									
		Physical Collocation-Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00									
		Physical Collocation-Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00									
		Physical Collocation-Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00									
		Physical Collocation-Virtual to Physical Collocation In-Place, Per VG Circuit			CLO	PE1BR		23.00									
		Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		23.00									
		Physical Collocation-Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		33.00									
		Physical Collocation-Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		37.00									
		Physical Collocation-Virtual to Physical Collocation In-Place/Relocation, space cable facilities assigned to Collocation Space, per 700 cable prs or fraction thereof			CLO	PE1B7		592.00									
		Physical Collocation-Co-Carrier Cross Connects/Direct Connect-Fiber Cable Support Structure, per linear ft			CLO	PE1ES	0.001										
		Physical Collocation-Co-Carrier Cross Connect/Direct Connect-Copper/Coax Cable Support Structure, per lin. ft			CLO	PE1DS	0.0015										
		Physical Collocation-Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		583.30									

COLLOCATION - Louisiana														Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Di		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation-Copper Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EA		1,358.81	42.653								
		Physical Collocation-Copper Entrance Cable Installation, per 100 prs			CLO	PE1EB		18.074									
		Physical Collocation-Fiber Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EC		1,163.609	42.653								
		Physical Collocation-Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		7.23									
		Physical Collocation-Application Cost, Simple Augment			CLO	PE1KS		596.35		1.22							
		Physical Collocation-Application Cost, Minor Augment			CLO	PE1KM		836.18		1.22							
		Physical Collocation-Application Cost, Intermediate Augment			CLO	PE1K1		1,061.00		1.22							
		Physical Collocation-Co-Carrier Cross Connect/Direct Connect-Fiber Cable Support Structure, per cable	I		CLO	PE1DU		534.79									
		Physical Collocation-Co-Carrier Cross Connect/Direct Connect-Copper/Coax Cable Support Structure, per cable	I		CLO	PE1DV		534.79									
ADJACENT COLLOCATION																	
		Adjacent Collocation-Space Charge per sq ft			CLOAC	PE1JA	0.0552										
		Adjacent Collocation-Electrical Facility Charge per Linear ft			CLOAC	PE1JC	5.61										
		Adjacent Collocation-2W Cross-Connects			UEA,UHL,UDL,UCL	PE1P2	0.0245	11.94	11.46								
		Adjacent Collocation-4W Cross-Connects			UEA,UHL,UDL,UCL	PE1P4	0.0491	12.04	11.53								
		Adjacent Collocation-DS1 Cross-Connects			UEA,UHL,UDL,UCL	PE1P1	0.9605	21.39	15.47								
		Adjacent Collocation-DS3 Cross-Connects			UEA,UHL,UDL,UCL	PE1P3	13.01	20.28	14.76								
		Adjacent Collocation-2-Fiber Cross-Connect			CLOAC	PE1F2	2.20	20.28	14.76								
		Adjacent Collocation-4-Fiber Cross-Connect			CLOAC	PE1F4	4.21	24.81	19.29								
		Adjacent Collocation-Application Fee			CLOAC	PE1JB		1,543.20									
		Adjacent Collocation-120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.45										
		Adjacent Collocation-240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	10.92										
		Adjacent Collocation-120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	16.37										
		Adjacent Collocation-277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	37.80										
PHYSICAL COLLOCATION IN THE REMOTE SITE																	
		Physical Collocation in the Remote Site-Application Fee			CLORS	PE1RA		298.80									
		Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	225.39										
		Physical Collocation in the Remote Site-Security Access-Key			CLORS	PE1RD		13.01									
		Physical Collocation in the Remote Site-Space Availability Report per Premises Requested			CLORS	PE1SR		112.52									
		Physical Collocation in the Remote Site-Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		36.47									
		Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		233.21									
		Physical Collocation-Security Escort for Basic Time-normally scheduled work, per half hr			CLORS	PE1BT		16.44	10.42								
		Physical Collocation-Security Escort for Overtime-outside of normally scheduled working hrs on a scheduled work day, per half hr			CLORS	PE1OT		21.41	13.45								
		Physical Collocation-Security Escort for Premium Time-outside of scheduled work day, per half hr			CLORS	PE1PT		26.38	16.49								
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 sq ft			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.																
VIRTUAL COLLOCATION																	

COLLOCATION - Louisiana														Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Di		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Virtual Collocation-Application Fee			AMTFS	EAF		1,770.40									
		Virtual Collocation-Cable Installation Cost, per cable			AMTFS	ESPCX		841.54									
		Virtual Collocation-Floor Space, per sq ft			AMTFS	ESPVX	3.20										
		Virtual Collocation-Power, per fused amp			AMTFS	ESPAX	8.32										
		Virtual Collocation-Cable Support Structure, per entrance cable			AMTFS	ESPSX	16.02										
		Virtual Collocation-2W Cross Connects (loop)			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,UNCVX,UNCDX,UNCNX	UEAC2	0.0296	11.94	11.46								
		Virtual Collocation-4W Cross Connects (loop)			UEA,UHL,UCL,UDL,UAL,UDN,UNCVX,UNCDX	UEAC4	0.0591	12.04	11.53								
		Virtual Collocation-2-Fiber Cross Connects			UDL12,UDLO3,U1T48,U1T12,U1T03,ULDO3,ULD12,ULD48,UDF	CNC2F	2.65	20.29	14.76								
		Virtual Collocation-4-Fiber Cross Connects			UDL12,UDLO3,U1T48,U1T12,U1T03,ULDO3,ULD12,ULD48,UDF	CNC4F	5.31	24.81	19.29								
		Virtual collocation-Special Access & UNE, cross-connect per DS1			USL,ULC,ULR,UXTD1,UNC1X,ULDD1,U1TD1,USLEL,UNLD1,UEPEX,UEPDX	CNC1X	1.04	21.39	15.47								
		Virtual collocation-Special Access & UNE, cross-connect per DS3			USL,UE3,U1TD3,UXTS1,UXTD3,UNC3X,UNCSX,ULDD3,U1TS1,ULDS1,UDLSX,UNLD3	CND3X	13.21	20.28	14.76								
		Virtual Collocation-Co-Carrier Cross Connects-Fiber Cable Support Structure, per linear ft			AMTFS	VE1CB	0.0024										
		Virtual Collocation-Co-Carrier Cross Connects-Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0036										
		Virtual Collocation-Co-Carrier Cross Connects-Fiber Cable Support Structure,per cable			AMTFS	VE1CC		534.79									
		Virtual Collocation-Co-Carrier Cross Connects-Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		534.79									
		Virtual Collocation Cable Records-per request			AMTFS	VE1BA	10.97										
		Virtual Collocation Cable Records-VG/DS0 Cable, per cable record			AMTFS	VE1BB	5.29										
		Virtual Collocation Cable Records-VG/DS0 Cable, per each 100 pr			AMTFS	VE1BC	0.08										
		Virtual Collocation Cable Records-DS1, per T1TIE			AMTFS	VE1BD	0.04										
		Virtual Collocation Cable Records-DS3, per T3TIE			AMTFS	VE1BE	0.13										
		Virtual Collocation Cable Records-Fiber Cable, per 99 fiber records			AMTFS	VE1BF	1.37										
		Virtual collocation-Security Escort-Basic, per half hr			AMTFS	SPTBX		16.44	10.42								
		Virtual collocation-Security Escort-Overtime, per half hr			AMTFS	SPTOX		21.41	13.45								
		Virtual collocation-Security Escort-Premium, per half hr			AMTFS	SPTPX		26.38	16.49								
		Virtual collocation-Maintenance in CO-Basic, per half hr			AMTFS	CTRLX		27.12	10.42								
		Virtual collocation-Maintenance in CO-Overtime, per half hr			AMTFS	SPTOM		35.42	13.45								
		Virtual collocation-Maintenance in CO-Premium per half hr			AMTFS	SPTPM		43.72	16.49								
VIRTUAL COLLOCATION																	
		Virtual Collocation-2W Cross Connect, Exchange Port 2W Analog-Res			UEPSR	VE1R2	0.0296	11.94	11.46								

COLLOCATION - Louisiana														Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Di		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Virtual Collocation 2W Cross Connect, Exchange Port 2W Line Side PBX Trunk-Bus			UEPSP	VE1R2	0.0296	11.94	11.46								
		Virtual Collocation 2W Cross Connect, Exchange Port 2W VG PBX Trunk-Res			UEPSE	VE1R2	0.0296	11.94	11.46								
		Virtual Collocation 2W Cross Connect, Exchange Port 2W Analog Bus			UEPSB	VE1R2	0.0296	11.94	11.46								
		Virtual Collocation 2W Cross Connect, Exchnage Port 2W ISDN			UEPSX	VE1R2	0.0296	11.94	11.46								
		Virtual Collocation 2W Cross Connect, Exchange Port 2W ISDN			UEPTX	VE1R2	0.0296	11.94	11.46								
		Virtual Collocation 4W Cross Connect, Exchange Port 4W ISDN DS1			UEPEX	VE1R4	0.0591	12.04	11.53								
	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														Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
		Physical Collocation 2W Cross Connect, Exchange Port 2W Analog-Res			UEPSR	PE1R2	0.0288	12.37	11.87	6.04	5.45						
		Physical Collocation 2W Cross Connect, Exchange Port 2W Line Side PBX Trunk-Bus			UEPSP	PE1R2	0.0288	12.37	11.87	6.04	5.45						
		Physical Collocation 2W Cross Connect, Exchange Port 2W VG PBX Trunk-Res			UEPSE	PE1R2	0.0288	12.37	11.87	6.04	5.45						
		Physical Collocation 2W Cross Connect, Exchange Port 2W Analog-Bus			UEPSB	PE1R2	0.0288	12.37	11.87	6.04	5.45						
		Physical Collocation 2W Cross Connect, Exchange Port 2W ISDN			UEPSX	PE1R2	0.0288	12.37	11.87	6.04	5.45						
		Physical Collocation 2W Cross Connect, Exchange Port 2W ISDN			UEPTX	PE1R2	0.0288	12.37	11.87	6.04	5.45						
		Physical Collocation 4W Cross Connect, Exchange Port 4W ISDN DS1			UEPEX	PE1R4	0.0576	12.47	11.94	6.59	5.91						
PHYSICAL COLLOCATION																	
		Physical Collocation-Initial Application Fee			CLO	PE1BA		1,890.38									
		Physical Collocation-Subsequent Application Fee			CLO	PE1CA		1,575.69									
		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-CO Modification per sq ft	I		CLO	PE1SK	2.30										
		Physical Collocation-Space Preparation, Common Systems Modifications-Cageless, per sq ft	I		CLO	PE1SL	2.52										
		Physical Collocation-Space Preparation-Common Systems Modifications-Caged, per cage	I		CLO	PE1SM	85.67										
		Physical Collocation-Cable Installation, Pricing, NRC charge, per Entrance Cable			CLO	PE1BD		926.27		22.62							
		Physical Collocation-Floor Space, per sq ft			CLO	PE1PJ	5.74										
		Physical Collocation-Cable Support Structure, per Entrance Cable			CLO	PE1PM	17.42										
		Physical Collocation-Power, -48V DC Power-per Fused Amp	I		CLO	PE1PL	7.33										
		Physical Collocation-Power Reduction Only, Application Fee	I		CLO	PE1PR		398.76									
		Physical Collocation-Power, 120V AC Power, Single Phase, per Breaker	I		CLO	PE1FB	5.29										
		Physical Collocation-Power, 240V AC Power, Single Phase, per Breaker	I		CLO	PE1FD	10.58										
		Physical Collocation-Power, 120V AC Power, Three Phase, per Breaker Amp	I		CLO	PE1FE	15.87										
		Physical Collocation-Power, 277V AC Power, Three Phase, per Breaker Amp	I		CLO	PE1FG	36.65										
		Physical Collocation-2W cross-connect, loop, provisioning			UEANL,UEQ,UNLDX,UNCNX	PE1P2	0.0288	12.37	11.87	6.04	5.45						
		Physical Collocation-4W cross-connect, loop, provisioning			UEA,UHL,UNCVX,UNCDX,UCL,UDL	PE1P4	0.0576	12.47	11.94	6.59	5.91						
		Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			UEANL,UEQ,WDS1L,WDS1S,UXTD1,ULDD1,USLEL,UNLD1,UDL,UEPEX,UEP	PE1P1	1.14	22.16	16.02	6.60	5.97						
		Physical Collocation-DS3 Cross-Connect, provisioning			UE3,U1TD3,UXTD3,UXTS1,UNC3X,UNCSX,ULDD3,U1TS1,ULDS1,UNLD3	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			ULDO3,ULD12,ULD48,U1TO3,U1T12,U1T48,UDLO3,UDL12,UDF	PE1F4	5.10	25.70	19.97	10.01	8.50						

COLLOCATION - Mississippi														Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation-Space enclosure, welded wire, first 100 sq ft			CLO	PE1BW	183.20										
		Physical Collocation-Space enclosure, welded wire, each add'l 50 sq ft			CLO	PE1CW	17.97										
		Physical Collocation-Security Access System, Security System, per CO, per sq ft	I		CLO	PE1AX	75.23										
		Physical Collocation -Security Access System-New Card Activation, per Card Activation (First), per State	I		CLO	PE1A1	0.0576	27.95									
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card	I		CLO	PE1AA		7.84									
		Physical Collocation-Security Access System-Replace Lost or Stolen Card, per Card			CLO	PE1AR		22.91									
		Physical Collocation-Security Access-Initial Key, per Key			CLO	PE1AK		13.17									
		Physical Collocation-Security Access-Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.17									
		Physical Collocation-Space Availability Report, per CO Requested	I		CLO	PE1SR		1,081.40									
		Physical Collocation-CFA Information Resend Request, per premises, per request			CLO	PE1C9		77.41									
		Physical Collocation-Cable Records, per request			CLO	PE1CR		763.69	490.94	133.77							
		Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		328.81		190.22							
		Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pr			CLO	PE1CO		4.84		5.93							
		Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		2.27		2.78							
		Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		7.92		9.72							
		Physical Collocation-Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		84.98		77.58							
		Physical Collocation-Security Escort for Basic Time-normally scheduled work, per half hr			CLO	PE1BT		17.02	10.79								
		Physical Collocation-Security Escort for Overtime-outside of normally scheduled working hrs on a scheduled work day, per half hr			CLO	PE1OT		22.17	13.94								
		Physical Collocation-Security Escort for Premium Time-outside of scheduled work day, per half hr			CLO	PE1PT		27.32	17.08								
		Physical Collocation-Virtual to Physical Collocation Relocation, per VG Circuit			CLO	PE1BV		33.00									
		Physical Collocation-Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00									
		Physical Collocation-Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00									
		Physical Collocation-Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00									
		Physical Collocation-Virtual to Physical Collocation In-Place, Per VG Circuit			CLO	PE1BR		23.00									
		Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		23.00									
		Physical Collocation-Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		33.00									
		Physical Collocation-Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		37.00									
		Physical Collocation-Virtual to Physical Collocation In-Place/Relocation, space cable facilities assigned to Collocation Space, per 700 cable prs or fraction thereof			CLO	PE1B7		592.00									
		Physical Collocation-Co-Carrier Cross Connects/Direct Connect-Fiber Cable Support Structure, per linear ft			CLO	PE1ES	0.001										

COLLOCATION - Mississippi														Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation-Co-Carrier Cross Connect/Direct Connect-Copper/Coax Cable Support Structure, per lin. ft			CLO	PE1DS	0.0015										
		Physical Collocation-Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		583.13									
		Physical Collocation-Copper Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EA		1,265.629	42.641								
		Physical Collocation-Copper Entrance Cable Installation, per 100 prs			CLO	PE1EB		18.069									
		Physical Collocation-Fiber Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EC		1,070.484	42.641								
		Physical Collocation-Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		7.228									
		Physical Collocation-Application Cost, Simple Augment			CLO	PE1KS		597.34		1.22							
		Physical Collocation-Application Cost, Minor Augment			CLO	PE1KM		837.57		1.22							
		Physical Collocation-Application Cost, Intermediate Augment			CLO	PE1K1		1,063.00		1.22							
		Physical Collocation-Co-Carrier Cross Connect/Direct Connect-Fiber Cable Support Structure, per cable	I		CLO	PE1DU		534.65									
		Physical Collocation-Co-Carrier Cross Connect/Direct Connect-Copper/Coax Cable Support Structure, per cable	I		CLO	PE1DV		534.65									
ADJACENT COLLOCATION																	
		Adjacent Collocation-Space Charge per sq ft			CLOAC	PE1JA	0.0678										
		Adjacent Collocation-Electrical Facility Charge per Linear ft			CLOAC	PE1JC	4.68										
		Adjacent Collocation-2W Cross-Connects			UEA,UHL,UDL,UCL	PE1P2	0.0223	12.37	11.87	6.04	5.45						
		Adjacent Collocation-4W Cross-Connects			UEA,UHL,UDL,UCL	PE1P4	0.0446	12.47	11.94	6.59	5.91						
		Adjacent Collocation-DS1 Cross-Connects			UEA,UHL,UDL,UCL	PE1P1	1.05	22.16	16.02	6.60	5.97						
		Adjacent Collocation-DS3 Cross-Connects			UEA,UHL,UDL,UCL	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									
		Adjacent Collocation-120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.29										
		Adjacent Collocation-240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	10.58										
		Adjacent Collocation-120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	15.87										
		Adjacent Collocation-277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	36.65										
PHYSICAL COLLOCATION IN THE REMOTE SITE																	
		Physical Collocation in the Remote Site-Application Fee			CLORS	PE1RA		309.48		168.63							
		Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	210.05										
		Physical Collocation in the Remote Site-Security Access-Key			CLORS	PE1RD		13.17									
		Physical Collocation in the Remote Site-Space Availability Report per Premises Requested			CLORS	PE1SR		116.54									
		Physical Collocation in the Remote Site-Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		37.77									
		Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		233.14									
		Physical Collocation-Security Escort for Basic Time-normally scheduled work, per half hr			CLORS	PE1BT		17.02	10.79								
		Physical Collocation-Security Escort for Overtime-outside of normally scheduled working hrs on a scheduled work day, per half hr			CLORS	PE1OT		22.17	13.94								
		Physical Collocation-Security Escort for Premium Time-outside of scheduled work day, per half hr			CLORS	PE1PT		27.32	17.08								
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																	

COLLOCATION - Mississippi														Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Remote Site-Adjacent Collocation-AC Power, per breaker amp			CLORS	PE1RS	6.27										
		Remote Site-Adjacent Collocation-Real Estate, per sq ft			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.																
VIRTUAL COLLOCATION																	
		Virtual Collocation-Application Fee			AMTFS	EAF		1,212.25		0.51							
		Virtual Collocation-Cable Installation Cost, per cable			AMTFS	ESPCX		926.27		22.62							
		Virtual Collocation-Floor Space, per sq ft			AMTFS	ESPVX	5.74										
		Virtual Collocation-Power, per fused amp			AMTFS	ESPAX	7.33										
		Virtual Collocation-Cable Support Structure, per entrance cable			AMTFS	ESPSX	15.24										
		Virtual Collocation-2W Cross Connects (loop)			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,UNCVX,UNCDX,UNCNX	UEAC2	0.0268	12.37	11.87	6.04	5.45						
		Virtual Collocation-4W Cross Connects (loop)			UEA,UHL,UCL,UDL,UAL,UDN,UNCVX,UNCDX	UEAC4	0.0536	12.47	11.94	6.59	5.91						
		Virtual Collocation-2-Fiber Cross Connects			UDL12,UDLO3,U1T48,U1T12,U1T03,ULDO3,ULD12,ULD48,UDF	CNC2F	2.91	21.01	15.29	7.61	6.10						
		Virtual Collocation-4-Fiber Cross Connects			UDL12,UDLO3,U1T48,U1T12,U1T03,ULDO3,ULD12,ULD48,UDF	CNC4F	5.82	25.70	19.97	10.01	8.50						
		Virtual Collocation-Special Access & UNE, cross-connect per DS1			USL,ULC,ULR,UXTD1,UNC1X,ULDD1,U1TD1,USLEL,UNLD1,UEPEX,UEPDX	CNC1X	1.14	22.16	16.02	6.60	5.97						
		Virtual collocation-Special Access & UNE, cross-connect per DS3			USL,UE3,U1TD3,UXTS1,UXTD3,UNC3X,UNCSX,ULDD3,U1TS1,ULDS1,UDLSX,UNLD3	CND3X	14.49	21.01	15.29	7.61	6.10						
		Virtual Collocation-Co-Carrier Cross Connects-Fiber Cable Support Structure, per linear ft			AMTFS	VE1CB	0.0025										
		Virtual Collocation-Co-Carrier Cross Connects-Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0037										
		Virtual Collocation-Co-Carrier Cross Connects-Fiber Cable Support Structure,per cable			AMTFS	VE1CC		534.65									
		Virtual Collocation-Co-Carrier Cross Connects-Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		534.65									
		Virtual Collocation Cable Records-per request			AMTFS	VE1BA		763.69	490.94	133.77							
		Virtual Collocation Cable Records-VG/DS0 Cable, per cable record			AMTFS	VE1BB		328.81		190.22							
		Virtual Collocation Cable Records-VG/DS0 Cable, per each 100 pr			AMTFS	VE1BC		4.84		5.93							
		Virtual Collocation Cable Records-DS1, per T1TIE			AMTFS	VE1BD		2.27		2.78							
		Virtual Collocation Cable Records-DS3, per T3TIE			AMTFS	VE1BE		7.92		9.72							
		Virtual Collocation Cable Records-Fiber Cable, per 99 fiber records			AMTFS	VE1BF		84.98		77.58							
		Virtual collocation-Security Escort-Basic, per half hr			AMTFS	SPTBX		17.02	10.79								
		Virtual collocation-Security Escort-Overtime, per half hr			AMTFS	SPTOX		22.17	13.94								
		Virtual collocation-Security Escort-Premium, per half hr			AMTFS	SPTPX		27.32	17.08								

COLLOCATION - Mississippi														Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Virtual collocation-Maintenance in CO-Basic, per half hr			AMTFS	CTRLX		28.09	10.79								
		Virtual collocation-Maintenance in CO-Overtime, per half hr			AMTFS	SPTOM		36.69	13.94								
		Virtual collocation-Maintenance in CO-Premium per half hr			AMTFS	SPTPM		45.28	17.08								

COLLOCATION - Mississippi														Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
VIRTUAL COLLOCATION																	
		Virtual Collocation-2W Cross Connect, Exchange Port 2W Analog-Res			UEPSR	VE1R2	0.0268	12.37	11.87	6.04	5.45						
		Virtual Collocation 2W Cross Connect, Exchange Port 2W Line Side PBX Trunk-Bus			UEPSP	VE1R2	0.0268	12.37	11.87	6.04	5.45						
		Virtual Collocation 2W Cross Connect, Exchange Port 2W VG PBX Trunk-Res			UEPSE	VE1R2	0.0268	12.37	11.87	6.04	5.45						
		Virtual Collocation 2W Cross Connect, Exchange Port 2W Analog Bus			UEPSB	VE1R2	0.0268	12.37	11.87	6.04	5.45						
		Virtual Collocation 2W Cross Connect, Exchnage Port 2W ISDN			UEPSX	VE1R2	0.0268	12.37	11.87	6.04	5.45						
		Virtual Collocation 2W Cross Connect, Exchange Port 2W ISDN			UEPTX	VE1R2	0.0268	12.37	11.87	6.04	5.45						
		Virtual Collocation 4W Cross Connect, Exchange Port 4W ISDN DS1			UEPEX	VE1R4	0.0536	12.47	11.94	6.59	5.91						
	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														Attachment: 4		Exhibit: B		
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)						
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
PHYSICAL COLLOCATION																		
		Physical Collocation 2W Cross Connect, Exchange Port 2W Analog-Res			UEPSR	PE1R2	0.32	41.78	39.23									
		Physical Collocation 2W Cross Connect, Exchange Port 2W Line Side PBX Trunk-Bus			UEPSP	PE1R2	0.32	41.78	39.23									
		Physical Collocation 2W Cross Connect, Exchange Port 2W Voice Grade PBX Trunk-Res			UEPSE	PE1R2	0.32	41.78	39.23									
		Physical Collocation 2W Cross Connect, Exchange Port 2W Analog-Bus			UEPSB	PE1R2	0.32	41.78	39.23									
		Physical Collocation 2W Cross Connect, Exchange Port 2W ISDN			UEPSX	PE1R2	0.32	41.78	39.23									
		Physical Collocation 2W Cross Connect, Exchange Port 2W ISDN			UEPTX	PE1R2	0.32	41.78	39.23									
		Physical Collocation 4W Cross Connect, Exchange Port 4W ISDN DS1			UEPEX	PE1R4	0.64	41.91	39.25									
PHYSICAL COLLOCATION																		
		Physical Collocation-Initial Application Fee	I		CLO	PE1BA		2,322.00										
		Physical Collocation-Subsequent Application Fee			CLO	PE1CA		2,311.00										
		Physical Collocation Administrative Only-Application Fee			CLO	PE1BL		741.44										
		Physical Collocation-Space Preparation-Firm Order Processing			CLO	PE1SJ		1,196.00										
		Physical Collocation-Space Preparation-C.O. Modification per square ft.	I		CLO	PE1SK	2.42											
		Physical Collocation-Space Preparation, Common Systems Modifications-Cageless, per square foot	I		CLO	PE1SL	2.88											
		Physical Collocation-Space Preparation-Common Systems Modifications-Caged, per cage	I		CLO	PE1SM	97.98											
		Space Preparation Fees-Power Per Nominal -48V Dc Amp	I		CLO	PE1FH	5.76											
		Physical Collocation-Cable Installation, Pricing, non-recurring charge, per Entrance Cable	I		CLO	PE1BD		1,701.00										
		Physical Collocation-Floor Space, per sq feet	I		CLO	PE1PJ	4.77											
		Physical Collocation-Cable Support Structure, per Entrance Cable	I		CLO	PE1PM	20.57											
		Physical Collocation-Power, -48V DC Power-per Fused Amp	I		CLO	PE1PL	7.65											
		Physical Collocation-Power Reconfiguration Only, Application Fee	I		CLO	PE1PR		399.13										
		Physical Collocation-Power, 120V AC Power, Single Phase, per Breaker	I		CLO	PE1FB	5.50											
		Physical Collocation-Power, 240V AC Power, Single Phase, per Breaker	I		CLO	PE1FD	11.01											
		Physical Collocation-Power, 120V AC Power, Three Phase, per Breaker	I		CLO	PE1FE	16.51											
		Physical Collocation-Power, 277V AC Power, Three Phase, per Breaker	I		CLO	PE1FG	38.12											
		Physical Collocation-2W cross-connect, loop, provisioning	I		UEANL,UEQ, UNLDX, UNCNX, UEA, UCL, UAL, UHL, UDC, UDN, UNCVX	PE1P2	0.0309	33.53	31.65									
		Physical Collocation-4W cross-connect, loop, provisioning	I		UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0618	33.67	31.70									
		Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning	I		WDS1L,WDS1S, UXTD1, ULDD1, USLEL, UNLD1, UEPEX, UEPDX, USL, ULC, U1TD1, UNC1X	PE1P1	1.38	52.87	39.86									
		Physical Collocation-DS3 Cross-Connect, provisioning	I		UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3	PE1P3	17.62	51.97	38.59									
		Physical Collocation-2-Fiber Cross-Connect	I		CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	3.50	51.97	38.59									

		Physical Collocation-4-Fiber Cross-Connect	I		ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	6.20	64.53	51.15									
		Physical Collocation-Space enclosure, welded wire, first 100 square feet	I		CLO	PE1BW		559.81										
		Physical Collocation-Space enclosure, welded wire, each addl 50 sq ft	I		CLO	PE1CW		25.37										
		Physical Collocation-Security Access System-Security System per Central Office, per Sq. Ft.			CLO	PE1AY	0.0135											
		Physical Collocation -Security Access System-New Card Activation, per Card Activation (First), per State	I		CLO	PE1A1	0.0622	15.00										
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card	I		CLO	PE1AA		15.51										
		Physical Collocation-Security Access System-Replace Lost or Stolen Card, per Card			CLO	PE1AR		15.00										
		Physical Collocation-Security Access-Initial Key, per Key			CLO	PE1AK		15.00										
		Physical Collocation-Security Access-Key, Replace Lost or Stolen Key, per			CLO	PE1AL		15.00										
		Physical Collocation-Space Availability Report, per Central Office	I		CLO	PE1SR		2,140.00	2,140.00									
		Physical Collocation-CFA Information Resend Request, per premises, per request			CLO	PE1C9		77.48										
		Physical Collocation-Cable Records, per request			CLO	PE1CR		1,458.00	937.00	245.00	245.00							
		Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		622.69	622.69	346.35	346.35							
		Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		8.77	8.77	10.32	10.32							
		Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		4.35	4.35	5.11	5.11							
		Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		15.22	15.22	17.90	17.90							
		Physical Collocation-Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		163.61	163.61	143.32	143.32							
		Physical Collocation-Security Escort for Basic Time-normally scheduled work, per half hour			CLO	PE1BT		33.68	21.34									
		Physical Collocation-Security Escort for Overtime-outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		43.87	27.57									
		Physical Collocation-Security Escort for Premium Time-outside of scheduled work day, per half hour			CLO	PE1PT		54.06	33.80									
		Physical Collocation-Virtual to Physical Collocation Relocation, per VG Circuit			CLO	PE1BV		151.88										
		Physical Collocation-Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		151.88										
		Physical Collocation-Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		145.12										
		Physical Collocation-Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		145.12										
		Physical Collocation-Virtual to Physical Collocation In-Place, Per VG Circuit			CLO	PE1BR		151.88										
		Physical Collocation Virtual to Physical Collocation In-Place, Per DSO			CLO	PE1BP		151.88										
		Physical Collocation-Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		145.12										
		Physical Collocation-Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		145.12										
		Physical Collocation-Virtual to Physical Collocation In-Place/Relocation, space cable facilities assigned to Collocation Space, per 700 cable pairs or fraction thereof			CLO	PE1B7		592.00										
		Physical Collocation-Co-Carrier Cross Connects/Direct Connect-Fiber Cable Support Structure, per linear ft.			CLO	PE1ES	0.0028											
		Physical Collocation-Co-Carrier Cross Connect/Direct Connect-Copper/Coax Cable Support Structure, per lin. ft.			CLO	PE1DS	0.0041											
		Physical Collocation-Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		317.20										
		Physical Collocation-Copper Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EA		1,167.175	42.68									
		Physical Collocation-Copper Entrance Cable Installation, per 100 Pairs			CLO	PE1EB		18.086										
		Physical Collocation-Fiber Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EC		971.852	42.68									
		Physical Collocation-Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		7.234										
		Physical Collocation-Application Cost, Simple Augment			CLO	PE1KS		269.83		1.15								
		Physical Collocation-Application Cost, Minor Augment			CLO	PE1KM		493.40		1.15								
		Physical Collocation-Application Cost, Intermediate Augment			CLO	PE1K1		10.12		1.15								
		Physical Collocation-Application Cost-Major Augment			CLO			2,343.00		1.15								
		Physical Collocation-Co-Carrier Cross Connect/Direct Connect-Fiber Cable Support Structure, per cable	I		CLO	PE1DU		532.72										
		Physical Collocation-Co-Carrier Cross Connect/Direct Connect-Copper/Coax Cable Support Structure, per cable	I		CLO	PE1DV		532.72										

ADJACENT COLLOCATION																		
		Adjacent Collocation-Space Charge per Sq. Ft.			CLOAC	PE1JA	0.1555											
		Adjacent Collocation-Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.78											
		Adjacent Collocation-2W Cross-Connects			UEA,UHL,UDL,UCL	PE1P2	0.0239	33.53	31.65									
		Adjacent Collocation-4W Cross-Connects			UEA,UHL,UDL,UCL	PE1P4	0.0477	33.67	31.70									
		Adjacent Collocation-DS1 Cross-Connects			UEA,UHL,UDL,UCL	PE1P1	1.28	52.87	39.86									
		Adjacent Collocation-DS3 Cross-Connects			UEA,UHL,UDL,UCL	PE1P3	17.35	51.97	38.59									
		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		2,266.00		0.5842								
		Adjacent Collocation-120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.50											
		Adjacent Collocation-240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	11.01											
		Adjacent Collocation-120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	16.51											
		Adjacent Collocation-277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	38.12											
PHYSICAL COLLOCATION IN THE REMOTE SITE																		
		Physical Collocation in the Remote Site-Application Fee			CLORS	PE1RA		589.38		258.38								
		Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	218.07											
		Physical Collocation in the Remote Site-Security Access-Key			CLORS	PE1RD		15.00										
		Physical Collocation in the Remote Site-Space Availability Report per Premises Requested			CLORS	PE1SR		215.55										
		Physical Collocation in the Remote Site-Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		70.65										
		Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		232.94										
		Physical Collocation-Security Escort for Basic Time-normally scheduled work, per half hour			CLORS	PE1BT		33.68	21.34									
		Physical Collocation-Security Escort for Overtime-outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		43.87	27.57									
		Physical Collocation-Security Escort for Premium Time-outside of scheduled work day, per half hour			CLORS	PE1PT		54.06	33.80									
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.																	
VIRTUAL COLLOCATION																		
		Virtual Collocation-Application Fee			AMTFS	EAF		1,195.00		1.15								
		Virtual Collocation Administrative Only-Application Fee	I		AMTFS	VE1AF		741.44										
		Virtual Collocation-Cable Installation Charge, per cable			AMTFS	ESPCX		1,701.00										
		Virtual Collocation-Floor Space, per sq. ft.			AMTFS	ESPVX	4.77											
		Virtual Collocation-Power, per fused amp			AMTFS	ESPAX	7.65											
		Virtual Collocation-Cable Support Structure, per cable			AMTFS	ESPSX	13.28											
		Virtual Collocation- 2W cross-connect, loop, provisioning			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ, UNCVX, UNCDX, UNCNX	UEAC2	0.0225	33.53	31.65									
		Virtual Collocation-4W cross-connect, loop, provisioning			UEA,UHL,UCL,UDL, UAL, UDN, UNCVX, UNCDX	UEAC4	0.0449	33.67	31.70									
		Virtual Collocation-2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC2F	1.96	51.97	38.59									
		Virtual Collocation-4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC4F	3.93	64.53	51.15									
		Virtual collocation-Special Access & UNE, cross-connect per DS1			USL,ULC, ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, UEPEX, UEPDX	CNC1X	0.4195	52.87	39.86									

		Virtual collocation-Special Access & UNE, cross-connect per DS3			USL,UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	4.41	51.97	38.59										
		Virtual Collocation-Co-Carrier Cross Connects/Direct Connect-Fiber Cable Support Structure, per linear foot			AMTFS	VE1CB	0.0028												
		Virtual Collocation-Co-Carrier Cross Connects/Direct Connect-Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0041												
		Virtual Collocation-Co-Carrier Cross Connects/Direct Connect-Fiber Cable Support Structure,per cable			AMTFS	VE1CC		532.72											
		Virtual Collocation-Co-Carrier Cross Connects/Direct Connect-Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		532.72											
		Virtual Collocation Cable Records- per request			AMTFS	VE1BA		1,458.00	937.29	245.00	245.00								
		Virtual Collocation Cable Records-VG/DS0 Cable, per cable record			AMTFS	VE1BB		622.69	622.69	346.35	346.35								
		Virtual Collocation Cable Records-VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		8.77	8.77	10.32	10.32								
		Virtual Collocation Cable Records-DS1, per T1TIE			AMTFS	VE1BD		4.35	4.35	5.11	5.11								
		Virtual Collocation Cable Records-DS3, per T3TIE			AMTFS	VE1BE		15.22	15.22	17.90	17.90								
		Virtual Collocation Cable Records-Fiber Cable, per 99 fiber records			AMTFS	VE1BF		163.61	163.61	143.32	143.32								
		Virtual collocation-Security escort, basic time, normally scheduled work			AMTFS	SPTBX		33.68	21.34										
		Virtual collocation-Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX		43.87	27.57										
		Virtual collocation-Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		54.06	33.80										
		Virtual collocation-Maintenance in CO-Basic, per half hour			AMTFS	CTRLX		52.03	21.22										
		Virtual collocation-Maintenance in CO-Overtime, per half hour			AMTFS	SPTOM		69.48	27.81										
		Virtual collocation-Maintenance in CO-Premium per half hour			AMTFS	SPTPM		86.94	34.40										
		Virtual Collocation-Request Resend of CFA Information, per CLLI			AMTFS	VE1QR		77.48											
		Virtual Collocation-Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VE1CA		317.20											
VIRTUAL COLLOCATION																			
		Virtual Collocation-2W Cross Connect, Exchange Port 2W Analog-Res			UEPSR	VE1R2	0.09	41.78	39.23										
		Virtual Collocation 2W Cross Connect, Exchange Port 2W Line Side PBX Trunk-Bus			UEPSP	VE1R2	0.09	41.78	39.23										
		Virtual Collocation 2W Cross Connect, Exchange Port 2W VG PBX Trunk-			UEPSE	VE1R2	0.09	41.78	39.23										
		Virtual Collocation 2W Cross Connect, Exchange Port 2W Analog Bus			UEPSB	VE1R2	0.09	41.78	39.23										
		Virtual Collocation 2W Cross Connect, Exchnage Port 2W ISDN			UEPSX	VE1R2	0.09	41.78	39.23										
		Virtual Collocation 2W Cross Connect, Exchange Port 2W ISDN			UEPTX	VE1R2	0.09	41.78	39.23										
		Virtual Collocation 4W Cross Connect, Exchange Port 4W ISDN DS1			UEPEX	VE1R4	0.18	41.91	39.25										
	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														Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
		Physical Collocation 2W Cross Connect, Exchange Port 2W Analog-Res			UEPSR	PE1R2	0.0341	12.32	11.83	6.04	5.45						
		Physical Collocation 2W Cross Connect, Exchange Port 2W Line Side PBX Trunk-Bus			UEPSP	PE1R2	0.0341	12.32	11.83	6.04	5.45						
		Physical Collocation 2W Cross Connect, Exchange Port 2W VG PBX Trunk-Res			UEPSE	PE1R2	0.0341	12.32	11.83	6.04	5.45						
		Physical Collocation 2W Cross Connect, Exchange Port 2W Analog-Bus			UEPSB	PE1R2	0.0341	12.32	11.83	6.04	5.45						
		Physical Collocation 2W Cross Connect, Exchange Port 2W ISDN			UEPSX	PE1R2	0.0341	12.32	11.83	6.04	5.45						
		Physical Collocation 2W Cross Connect, Exchange Port 2W ISDN			UEPTX	PE1R2	0.0341	12.32	11.83	6.04	5.45						
		Physical Collocation 4W Cross Connect, Exchange Port 4W ISDN DS1			UEPEX	PE1R4	1.12	22.08	15.96	6.42	5.80						
PHYSICAL COLLOCATION																	
		Physical Collocation-Initial Application Fee			CLO	PE1BA		1,883.67									
		Physical Collocation-Subsequent Application Fee			CLO	PE1CA		1,570.10									
		Physical Collocation Administrative Only-Application Fee			CLO	PE1BL		743.66									
		Physical Collocation-Space Preparation-Firm Order Processing			CLO	PE1SJ		602.05									
		Physical Collocation-Space Preparation-CO Modification per sq ft			CLO	PE1SK	2.75										
		Physical Collocation-Space Preparation, Common Systems Modifications-Cageless, per sq ft			CLO	PE1SL	3.24										
		Physical Collocation-Space Preparation-Common Systems Modifications-Caged, per cage			CLO	PE1SM	110.16										
		Physical Collocation-Cable Installation, Pricing, NRC charge, per Entrance Cable			CLO	PE1BD		794.22		22.54							
		Physical Collocation-Floor Space, per sq ft			CLO	PE1PJ	3.95										
		Physical Collocation-Cable Support Structure, per Entrance Cable			CLO	PE1PM	21.33										
		Physical Collocation-Power, -48V DC Power-per Fused Amp			CLO	PE1PL	9.19										
		Physical Collocation-Power Reduction Only, Application Fee	I		CLO	PE1PR		400.33									
		Physical Collocation-Power, 120V AC Power, Single Phase, per Breaker			CLO	PE1FB	5.67										
		Physical Collocation-Power, 240V AC Power, Single Phase, per Breaker			CLO	PE1FD	11.36										
		Physical Collocation-Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	17.03										
		Physical Collocation-Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	39.33										
		Physical Collocation-2W cross-connect, loop, provisioning			UEANL,UEQ,UNLDX,UNCNX	PE1P2	0.0341	12.32	11.83	6.04	5.45						
		Physical Collocation-4W cross-connect, loop, provisioning			UEA,UHL,UNCVX,UNCDX,UCL,UDL	PE1P4	0.0682	12.42	11.90	6.40	5.74						
		Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			UEANL,UEQ,WDS1L,WDS1S,UXTD1,ULDD1,USLEL,UNLD1,UDL,UEPEX,UEP	PE1P1	1.12	22.08	15.96	6.42	5.80						
		Physical Collocation-DS3 Cross-Connect, provisioning			UE3,U1TD3,UXTD3,UXTS1,UNC3X,UNCSX,ULDD3,U1TS1,ULDS1,UNLD3	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			ULDO3,ULD12,ULD48,U1TO3,U1T12,U1T48,UDLO3,UDL12,UDF	PE1F4	5.01	25.61	19.90	9.73	8.26						

COLLOCATION - South Carolina													Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Dis			OSS Rates ($)			
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation-Space enclosure, welded wire, first 100 sq ft			CLO	PE1BW	219.19										
		Physical Collocation-Space enclosure, welded wire, each add'l 50 sq ft			CLO	PE1CW	21.50										
		Physical Collocation-Security Access System, Security System, per CO, per sq ft			CLO	PE1AX	74.72										
		Physical Collocation -Security Access System-New Card Activation, per Card Activation (First), per State			CLO	PE1A1	0.0601	27.85									
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		7.81									
		Physical Collocation-Security Access System-Replace Lost or Stolen Card, per Card			CLO	PE1AR		22.83									
		Physical Collocation-Security Access-Initial Key, per Key			CLO	PE1AK		13.13									
		Physical Collocation-Security Access-Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.13									
		Physical Collocation-Space Availability Report, per CO Requested			CLO	PE1SR		1,077.57									
		Physical Collocation-CFA Information Resend Request, per premises, per request			CLO	PE1C9		77.71									
		Physical Collocation-Cable Records, per request			CLO	PE1CR		760.98	489.20	133.29							
		Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		327.65		189.54							
		Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pr			CLO	PE1CO		4.82		5.91							
		Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		2.26		2.77							
		Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		7.90		9.68							
		Physical Collocation-Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		84.68		77.30							
		Physical Collocation-Security Escort for Basic Time-normally scheduled work, per half hr			CLO	PE1BT		16.96	10.75								
		Physical Collocation-Security Escort for Overtime-outside of normally scheduled working hrs on a scheduled work day, per half hr			CLO	PE1OT		22.10	13.89								
		Physical Collocation-Security Escort for Premium Time-outside of scheduled work day, per half hr			CLO	PE1PT		27.23	17.02								
		Physical Collocation-Virtual to Physical Collocation Relocation, per VG Circuit			CLO	PE1BV		33.00									
		Physical Collocation-Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00									
		Physical Collocation-Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00									
		Physical Collocation-Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00									
		Physical Collocation-Virtual to Physical Collocation In-Place, Per VG Circuit			CLO	PE1BR		23.00									
		Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		23.00									
		Physical Collocation-Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		33.00									
		Physical Collocation-Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		37.00									
		Physical Collocation-Virtual to Physical Collocation In-Place/Relocation, space cable facilities assigned to Collocation Space, per 700 cable prs or fraction thereof			CLO	PE1B7		592.00									
		Physical Collocation-Co-Carrier Cross Connects/Direct Connect-Fiber Cable Support Structure, per linear ft			CLO	PE1ES	0.001										

COLLOCATION - South Carolina													Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Dis			OSS Rates ($)			
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation-Co-Carrier Cross Connect/Direct Connect-Copper/Coax Cable Support Structure, per lin. ft			CLO	PE1DS	0.0015										
		Physical Collocation-Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		584.42									
		Physical Collocation-Copper Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EA		1,136.597	42.808								
		Physical Collocation-Copper Entrance Cable Installation, per 100 prs			CLO	PE1EB		18.14									
		Physical Collocation-Fiber Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EC		940.686	42.808								
		Physical Collocation-Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		7.256									
		Physical Collocation-Application Cost, Simple Augment			CLO	PE1KS		594.27		1.21							
		Physical Collocation-Application Cost, Minor Augment			CLO	PE1KM		833.26		1.21							
		Physical Collocation-Application Cost, Intermediate Augment			CLO	PE1K1		1,058.00		1.21							
		Physical Collocation-Co-Carrier Cross Connect/Direct Connect-Fiber Cable Support Structure, per cable	I		CLO	PE1DU		536.56									
		Physical Collocation-Co-Carrier Cross Connect/Direct Connect-Copper/Coax Cable Support Structure, per cable	I		CLO	PE1DV		536.56									
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-2W Cross-Connects			UEA,UHL,UDL,UCL	PE1P2	0.0264	12.32	11.83	6.04	5.45						
		Adjacent Collocation-4W Cross-Connects			UEA,UHL,UDL,UCL	PE1P4	0.0527	12.42	11.90	6.40	5.74						
		Adjacent Collocation-DS1 Cross-Connects			UEA,UHL,UDL,UCL	PE1P1	1.03	22.08	15.96	6.42	5.80						
		Adjacent Collocation-DS3 Cross-Connects			UEA,UHL,UDL,UCL	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									
		Adjacent Collocation-120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.67										
		Adjacent Collocation-240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	11.36										
		Adjacent Collocation-120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	17.03										
		Adjacent Collocation-277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	39.33										
PHYSICAL COLLOCATION IN THE REMOTE SITE																	
		Physical Collocation in the Remote Site-Application Fee			CLORS	PE1RA		308.38		168.60							
		Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	246.44										
		Physical Collocation in the Remote Site-Security Access-Key			CLORS	PE1RD		13.13									
		Physical Collocation in the Remote Site-Space Availability Report per Premises Requested			CLORS	PE1SR		116.13									
		Physical Collocation in the Remote Site-Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		37.64									
		Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		234.50									
		Physical Collocation-Security Escort for Basic Time-normally scheduled work, per half hr			CLORS	PE1BT		16.96	10.75								
		Physical Collocation-Security Escort for Overtime-outside of normally scheduled working hrs on a scheduled work day, per half hr			CLORS	PE1OT		22.10	13.89								
		Physical Collocation-Security Escort for Premium Time-outside of scheduled work day, per half hr			CLORS	PE1PT		27.23	17.02								
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																	

COLLOCATION - South Carolina														Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Remote Site-Adjacent Collocation-AC Power, per breaker amp			CLORS	PE1RS	6.27										
		Remote Site-Adjacent Collocation-Real Estate, per sq ft			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.																
VIRTUAL COLLOCATION																	
		Virtual Collocation-Application Fee			AMTFS	EAF		1,207.95		0.51							
		Virtual Collocation-Cable Installation Cost, per cable			AMTFS	ESPCX		794.22		22.54							
		Virtual Collocation-Floor Space, per sq ft			AMTFS	ESPVX	3.95										
		Virtual Collocation-Power, per fused amp			AMTFS	ESPAX	9.19										
		Virtual Collocation-Cable Support Structure, per entrance cable			AMTFS	ESPSX	18.66										
		Virtual Collocation-2W Cross Connects (loop)			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,UNCVX,UNCDX,UNCNX	UEAC2	0.0317	12.32	11.83	6.04	5.45						
		Virtual Collocation-4W Cross Connects (loop)			UEA,UHL,UCL,UDL,UAL,UDN,UNCVX,UNCDX	UEAC4	0.0634	12.42	11.90	6.40	5.74						
		Virtual Collocation-2-Fiber Cross Connects			UDL12,UDLO3,U1T48,U1T12,U1T03,ULDO3,ULD12,ULD48,UDF	CNC2F	2.86	20.94	15.23	7.40	5.93						
		Virtual Collocation-4-Fiber Cross Connects			UDL12,UDLO3,U1T48,U1T12,U1T03,ULDO3,ULD12,ULD48,UDF	CNC4F	5.71	25.61	19.90	9.73	8.26						
		Virtual collocation-Special Access & UNE,cross-connect per DS1			USL,ULC,ULR,UXTD1,UNC1X,ULDD1,U1TD1,USLEL,UNLD1,UEPEX,UEPDX	CNC1X	1.12	22.08	15.96	6.42	5.80						
		Virtual collocation-Special Access & UNE, cross-connect per DS3			USL,UE3,U1TD3,UXTS1,UXTD3,UNC3X,UNCSX,ULDD3,U1TS1,ULDS1,UDLSX,UNLD3	CND3X	14.21	20.94	15.23	7.39	5.93						
		Virtual Collocation-Co-Carrier Cross Connects-Fiber Cable Support Structure, per linear ft			AMTFS	VE1CB	0.0022										
		Virtual Collocation-Co-Carrier Cross Connects-Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0033										
		Virtual Collocation-Co-Carrier Cross Connects-Fiber Cable Support Structure,per cable			AMTFS	VE1CC		536.56									
		Virtual Collocation-Co-Carrier Cross Connects-Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		536.56									
		Virtual Collocation Cable Records-per request			AMTFS	VE1BA		760.98	489.20	133.29							
		Virtual Collocation Cable Records-VG/DS0 Cable, per cable record			AMTFS	VE1BB		327.65		189.54							
		Virtual Collocation Cable Records-VG/DS0 Cable, per each 100 pr			AMTFS	VE1BC		4.82		5.91							
		Virtual Collocation Cable Records-DS1, per T1TIE			AMTFS	VE1BD		2.26		2.77							
		Virtual Collocation Cable Records-DS3, per T3TIE			AMTFS	VE1BE		7.90		9.68							
		Virtual Collocation Cable Records-Fiber Cable, per 99 fiber records			AMTFS	VE1BF		84.68		77.30							
		Virtual collocation-Security Escort-Basic, per half hr			AMTFS	SPTBX		16.96	10.75								
		Virtual collocation-Security Escort-Overtime, per half hr			AMTFS	SPTOX		22.10	13.89								
		Virtual collocation-Security Escort-Premium, per half hr			AMTFS	SPTPX		27.23	17.02								

COLLOCATION - South Carolina														Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Virtual collocation-Maintenance in CO-Basic, per half hr			AMTFS	CTRLX		27.99	10.75								
		Virtual collocation-Maintenance in CO-Overtime, per half hr			AMTFS	SPTOM		36.56	13.89								
		Virtual collocation-Maintenance in CO-Premium per half hr			AMTFS	SPTPM		45.12	17.02								

COLLOCATION - South Carolina														Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
VIRTUAL COLLOCATION																	
		Virtual Collocation-2W Cross Connect, Exchange Port 2W Analog-Res			UEPSR	VE1R2	0.0317	12.32	11.83	6.04	5.45						
		Virtual Collocation 2W Cross Connect, Exchange Port 2W Line Side PBX Trunk-Bus			UEPSP	VE1R2	0.0317	12.32	11.83	6.04	5.45						
		Virtual Collocation 2W Cross Connect, Exchange Port 2W VG PBX Trunk-Res			UEPSE	VE1R2	0.0317	12.32	11.83	6.04	5.45						
		Virtual Collocation 2W Cross Connect, Exchange Port 2W Analog Bus			UEPSB	VE1R2	0.0317	12.32	11.83	6.04	5.45						
		Virtual Collocation 2W Cross Connect, Exchnage Port 2W ISDN			UEPSX	VE1R2	0.0317	12.32	11.83	6.04	5.45						
		Virtual Collocation 2W Cross Connect, Exchange Port 2W ISDN			UEPTX	VE1R2	0.0317	12.32	11.83	6.04	5.45						
		Virtual Collocation 4W Cross Connect, Exchange Port 4W ISDN DS1			UEPEX	VE1R4	1.12	22.08	15.96	6.42	5.80						
	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														Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
		Physical Collocation 2W Cross Connect, Exchange Port 2W Analog-Res			UEPSR	PE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
		Physical Collocation 2W Cross Connect, Exchange Port 2W Line Side PBX Trunk-Bus			UEPSP	PE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
		Physical Collocation 2W Cross Connect, Exchange Port 2W VG PBX Trunk-Res			UEPSE	PE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
		Physical Collocation 2W Cross Connect, Exchange Port 2W Analog-Bus			UEPSB	PE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
		Physical Collocation 2W Cross Connect, Exchange Port 2W ISDN			UEPSX	PE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
		Physical Collocation 2W Cross Connect, Exchange Port 2W ISDN			UEPTX	PE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
		Physical Collocation 4W Cross Connect, Exchange Port 4W ISDN DS1			UEPEX	PE1R4	0.50	19.20	19.20					20.35	10.54	13.32	1.40
PHYSICAL COLLOCATION																	
		Physical Collocation-Cageless-Application Fee			CLO	PE1CH		2,633.00									
		Physical Collocation Administrative Only-Application Fee	I		CLO	PE1BL		743.25									
		Physical Collocation-Space Preparation-Firm Order Processing	I		CLO	PE1SJ		1,204.00									
		Physical Collocation-Space Preparation-CO Modification per sq ft	I		CLO	PE1SK	2.74										
		Physical Collocation-Space Preparation, Common Systems Modifications-Cageless, per sq ft	I		CLO	PE1SL	2.95										
		Physical Collocation-Space Preparation-Common Systems Modifications-Caged, per cage	I		CLO	PE1SM	100.14										
		Physical Collocation-Cageless-Cable Installation Cost, per cable			CLO	PE1ZA		1,749.00									
		Physical Collocation-Cageless-Floor Space, per sq ft			CLO	PE1ZB	3.91										
		Physical Collocation-Floor Space, per sq ft	I		CLO	PE1PJ	5.94										
		Physical Collocation-Cageless-Cable Support Structure, per Entrance			CLO	PE1CJ	17.87										
		Physical Collocation-Cable Support Structure, per Entrance Cable	I		CLO	PE1PM	19.80										
		Physical Collocation-Cageless-Power, per Fused Amp			CLO	PE1ZC	6.79										
		Physical Collocation-Power, -48V DC Power-per Fused Amp	I		CLO	PE1PL	8.87										
		Physical Collocation-Power Reduction Only, Application Fee	I		CLO	PE1PR		400.10									
		Physical Collocation-Power, 120V AC Power, Single Phase, per Breaker	I		CLO	PE1FB	5.60										
		Physical Collocation-Power, 240V AC Power, Single Phase, per Breaker	I		CLO	PE1FD	11.22										
		Physical Collocation-Power, 120V AC Power, Three Phase, per Breaker	I		CLO	PE1FE	16.82										
		Physical Collocation-Power, 277V AC Power, Three Phase, per Breaker	I		CLO	PE1FG	38.84										
		Physical Collocation-2W cross-connect, loop, provisioning	I		UEANL,UEQ,UNLDX,UNCNX	PE1P2	0.033	33.82	31.92								
		Physcial Collocation-Cageless-2W Cross-Connects			UEANL,UEQ,UNLDX,UNCNX	PE1ZD	0.57	11.62	9.90	10.38	8.66						
		Physical Collocation-4W cross-connect, loop, provisioning	I		UEA,UHL,UNCVX,UNCDX,UCL,UDL	PE1P4	0.066	33.94	31.95								
		Physical Collocation-Cageless-4W Cross Connects			UEA,UHL,UNCVX,UNCDX,UCL,UDL	PE1ZE	0.57	11.81	10.04	10.44	8.67						
		Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning	I		UEANL,UEQ,WDS1L,WDS1S,UXTD1,ULDD1,USLEL,UNLD1,UDL,UEPEX,UEPDX	PE1P1	1.51	53.27	40.16								
		Physical Collocation-Cageless-DS1 Cross Connects			UEANL,UEQ,WDS1L,WDS1S,UXTD1,ULDD1,USLEL,UNLD1,UDL,UEPEX,UEP	PE1ZF	1.32	32.22	17.76	10.46	8.75						
		Physical Collocation-DS3 Cross-Connect, provisioning	I		UE3,U1TD3,UXTD3,UXTS1,UNC3X,UNCSX,ULDD3,U1TS1,ULDS1,UNLD3	PE1P3	19.26	52.37	38.89								
		Physcial Collocation-Cageless-DS3 Cross Connects			UE3,U1TD3,UXTD3,UXTS1,UNC3X,UNCSX,ULDD3,U1TS1,ULDS1,UNLD3	PE1ZG	12.32	29.97	16.30	12.03	8.99						

COLLOCATION - Tennessee														Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		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
		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		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			ULDO3,ULD12,ULD48,U1TO3,U1T12,U1T48,UDLO3,UDL12,UDF	PE1CL	6.06	50.53	38.78	16.97	14.35						
		Physical Collocation-Space enclosure, welded wire, first 100 sq ft	I		CLO	PE1BW	218.53										
		Physical Collocation-Space enclosure, welded wire, each add'l 50 sq ft	I		CLO	PE1CW	21.44										
		Physical Collocation-Security Access System-Security System per CO	I		CLO	PE1AX	55.99										
		Physical Collocation -Security Access System-New Card Activation, per Card Activation (First), per State	I		CLO	PE1A1	0.059	55.67									
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		15.61									
		Physical Collocation-Security Access System-Replace Lost or Stolen Card, per Card			CLO	PE1AR		45.64									
		Physical Collocation-Security Access-Initial Key, per Key			CLO	PE1AK		26.24									
		Physical Collocation-Security Access-Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		26.24									
		Physical Collocation-Space Availability Report, per CO Requested			CLO	PE1SR		2,027.00	2,154.00								
		Physical Collocation-CFA Information Resend Request, per premises, per request			CLO	PE1C9		77.67									
		Physical Collocation-Cable Records, per request	I		CLO	PE1CR		1,711.00									
		Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)	I		CLO	PE1CD		925.06									
		Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pr	I		CLO	PE1CO		18.05									
		Physical Collocation, Cable Records, DS1, per T1 TIE	I		CLO	PE1C1		8.45									
		Physical Collocation, Cable Records, DS3, per T3 TIE	I		CLO	PE1C3		29.57									
		Physical Collocation-Cable Records, Fiber Cable, per cable record (maximum 99 records)	I		CLO	PE1CB		279.42									
		Physcial Collocation-Cageless-Security Escort-Basic, per Half hr			CLO	PE1ZM		33.15	20.44								
		Physical Collocation-Cageless-Security Escort-Overtime, per Half hr			CLO	PE1ZN		41.50	25.61								
		Physical Collocation-Cageless-Security Escort-Premium, per Half hr			CLO	PE1ZO		49.86	30.79								
		Physical Collocation-Security Escort for Basic Time-normally scheduled work, per half hr			CLO	PE1BT		33.91	21.49								
		Physical Collocation-Security Escort for Overtime-outside of normally scheduled working hrs on a scheduled work day, per half hr			CLO	PE1OT		44.17	27.76								
		Physical Collocation-Security Escort for Premium Time-outside of scheduled work day, per half hr			CLO	PE1PT		54.42	34.02								
		Physical Collocation-Virtual to Physical Collocation Relocation, per VG Circuit	I		CLO	PE1BV		33.00									
		Physical Collocation-Virtual to Physical Collocation Relocation, per DSO Circuit	I		CLO	PE1BO		33.00									
		Physical Collocation-Virtual to Physical Collocation Relocation, per DS1 Circuit	I		CLO	PE1B1		52.00									
		Physical Collocation-Virtual to Physical Collocation Relocation, per DS3 Circuit	I		CLO	PE1B3		52.00									
		Physical Collocation-Virtual to Physical Collocation In-Place, Per VG Circuit	I		CLO	PE1BR		23.00									

COLLOCATION - Tennessee														Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit	I		CLO	PE1BP		23.00									
		Physical Collocation-Virtual to Physical Collocation In-Place, Per DS1 Circuit	I		CLO	PE1BS		33.00									
		Physical Collocation-Virtual to Physical Collocation In-Place, per DS3 Circuit	I		CLO	PE1BE		37.00									
		Physical Collocation-Virtual to Physical Collocation In-Place/Relocation, space cable facilities assigned to Collocation Space, per 700 cable 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									
		Physical Caged Collocation-Space Prep-Grounding, per location			CLO	PE1BB	4.32										
		Physical Collocation, Caged Collocation-Space Prep-Power Cable, 40 AMP, includes 20 AMP A and B Feed			CLO	PE1SN		142.40									
		Physical Collocation, Caged Collocation-Space Prep-Power Cable, 100 AMP, includes 50 AMP A and B Feed			CLO	PE1SO		185.72									
		Physical Collocation, Caged Collocation-Space Prep-Power Cable, 200 AMP, includes 100 AMP A and B Feed			CLO	PE1SP		242.05									
		Physical Caged Collocation-Space Enclosure-Cage Preparation, per first 100 sq ft			CLO	PE1S1	110.97										
		Physical 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										
		Physical Caged Collocation-Cable Installation-Entrance Fiber, per cable			CLO	PE1CQ	2.56	944.27									
		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-2W Cross Connects-VG ckts, per ckt.			UE3,U1TD3,UXTD3, UXTS1,UNC3X,UNC SX,ULDD3,U1TS1,U LDS1,UNLD3,UDL	PE12C	0.0475	7.68									
		Physical Caged Collocation-4W Cross Connects-VG Ckts, per ckt.			UE3,U1TD3,UXTD3, UXTS1,UNC3X,UNC SX,ULDD3,U1TS1,U LDS1,UNLD3,UDL	PE14C	0.0475	7.68									
		Physical Caged Collocation-DS1 Cross Connects-connection to DCS, per ckt.			UE3,U1TD3,UXTD3, UXTS1,UNC3X,UNC SX,ULDD3,U1TS1,U LDS1,UNLD3,UDL	PE11S	7.68	41.65									
		Physical Caged Collocation-DS1 Cross Connects-Connection to DSX, per ckt.			UE3,U1TD3,UXTD3, UXTS1,UNC3X,UNC SX,ULDD3,U1TS1,U LDS1,UNLD3,UDL	PE11X	0.38	41.65									
		Physical Caged Collocation-DS3 Cross Connects-Connection to DCS, per ckt.			UE3,U1TD3,UXTD3, UXTS1,UNC3X,UNC SX,ULDD3,U1TS1,U LDS1,UNLD3,UDL	PE13S	53.96	298.03									
		Physical Caged Collocation-DS3 Cross Connects-Connection to DSX, per ckt.			UE3,U1TD3,UXTD3, UXTS1,UNC3X,UNC SX,ULDD3,U1TS1,U LDS1,UNLD3,UDL	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/Direct Connect-Fiber Cable Support Structure, per linear ft			CLO	PE1ES	0.0013										
		Physical Collocation-Cageless-Co-Carrier Cross Connects-Fiber Cable Support Structure, per linear ft			CLO	PE1ZH	0.0031										
		Physical Collocation-Cageless-Co-Carrier Cross Connects- Fiber Cable Support Structure, per cable			CLO	PE1ZK		555.03									

COLLOCATION - Tennessee														Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation-Co-Carrier Cross Connect/Direct Connect-Copper/Coax Cable Support Structure, per lin. ft			CLO	PE1DS	0.0019										
		Physical Collocation-Cageless-Co-Carrier Cross Connects-Copper/Coax Cable Support Structure, per linear ft			CLO	PE1ZJ	0.0045										
		Physical Collocation-Cageless-Co-Carrier Cross Connects-Copper/Coax Cable Support Structure, per cable			CLO	PE1ZL		555.03									
		Physical Collocation-Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		585.09									
		Physical Collocation-Copper Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EA		1,279.91	42.784								
		Physical Collocation-Copper Entrance Cable Installation, per 100 prs			CLO	PE1EB		18.13									
		Physical Collocation-Fiber Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EC		1,084.11	42.784								
		Physical Collocation-Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		7.252									
		Physical Collocation-Co-Carrier Cross Connect/Direct Connect-Fiber Cable Support Structure, per cable	I		CLO	PE1DU		555.03									
		Physical Collocation-Co-Carrier Cross Connect/Direct Connect-Copper/Coax Cable Support Structure, per cable	I		CLO	PE1DV		555.03									
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-2W Cross-Connects			UEA,UHL,UDL,UCL	PE1P2	0.34	11.12	10.18	11.33	10.23			1.77	1.77	1.12	1.12
		Adjacent Collocation-4W Cross-Connects			UEA,UHL,UDL,UCL	PE1P4	0.33	11.30	10.31	11.62	10.44			1.77	1.77	1.12	1.12
		Adjacent Collocation-DS1 Cross-Connects			UEA,UHL,UDL,UCL	PE1P1	1.70	28.39	16.88	11.65	10.54			1.77	1.77	1.12	1.12
		Adjacent Collocation-DS3 Cross-Connects			UEA,UHL,UDL,UCL	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									
		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										
		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-Security Escort for Basic Time-normally scheduled work, per half hr			CLORS	PE1BT		33.91	21.49								
		Physical Collocation-Security Escort for Overtime-outside of normally scheduled working hrs on a scheduled work day, per half hr			CLORS	PE1OT		44.17	27.76								
		Physical Collocation-Security Escort for Premium Time-outside of scheduled work day, per half hr			CLORS	PE1PT		54.42	34.02								
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 sq ft			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.																
VIRTUAL COLLOCATION																	
		Virtual Collocation-Application Fee			AMTFS	EAF		2,633.00						2.07	2.81	0.67	1.41
		Virtual Collocation-Cable Installation Cost, per cable			AMTFS	ESPCX		1,749.00						2.07	2.81	0.67	1.41

COLLOCATION - Tennessee														Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Virtual Collocation-Floor Space, per sq ft			AMTFS	ESPVX	3.91										
		Virtual Collocation-Power, per fused amp			AMTFS	ESPAX	6.79										
		Virtual Collocation-Cable Support Structure, per entrance cable			AMTFS	ESPSX	17.87										
		Virtual Collocation-2W Cross Connects (loop)			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,UNCVX,UNCDX,UNCNX	UEAC2	0.57	11.62	9.90	10.38	8.66			2.07	2.81	0.67	1.41
		Virtual Collocation-4W Cross Connects (loop)			UEA,UHL,UCL,UDL,UAL,UDN,UNCVX,UNCDX	UEAC4	0.57	11.81	10.04	10.44	8.67			2.07	2.81	0.67	1.41
		Virtual Collocation-2-Fiber Cross Connects			UDL12,UDLO3,U1T48,U1T12,U1T03,ULDO3,ULD12,ULD48,UDF	CNC2F	3.03	41.56	29.82	12.96	10.34			2.69	2.69	1.56	1.56
		Virtual Collocation-4-Fiber Cross Connects			UDL12,UDLO3,U1T48,U1T12,U1T03,ULDO3,ULD12,ULD48,UDF	CNC4F	6.06	50.53	38.78	16.97	14.35			2.69	2.69	1.56	1.56
		Virtual collocation-Special Access & UNE, cross-connect per DS1			USL,ULC,ULR,UXTD1,UNC1X,ULDD1,U1TD1,USLEL,UNLD1,UEPEX,UEPDX	CNC1X	1.32	32.22	17.76	10.46	8.75			2.07	2.81	0.67	1.41
		Virtual collocation-Special Acess & UNE, cross-connect per DS3			USL,UE3,U1TD3,UXTS1,UXTD3,UNC3X,UNCSX,ULDD3,U1TS1,ULDS1,UDLSX,UNLD3	CND3X	12.32	29.97	16.30	12.03	8.99			2.07	2.81	0.67	1.41
		Virtual Collocation-Co-Carrier Cross Connects-Fiber Cable Support Structure, per linear ft			AMTFS	VE1CB	0.0031										
		Virtual Collocation-Co-Carrier Cross Connects-Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0045										
		Virtual Collocation-Co-Carrier Cross Connects-Fiber Cable Support Structure,per cable			AMTFS	VE1CC		555.03						2.07	2.81	0.67	1.41
		Virtual Collocation-Co-Carrier Cross Connects-Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		555.03						2.07	2.81	0.67	1.41
		Virtual Collocation Cable Records-per request			AMTFS	VE1BA		1,711.00									
		Virtual Collocation Cable Records-VG/DS0 Cable, per cable record			AMTFS	VE1BB		925.06									
		Virtual Collocation Cable Records-VG/DS0 Cable, per each 100 pr			AMTFS	VE1BC		18.05									
		Virtual Collocation Cable Records-DS1, per T1TIE			AMTFS	VE1BD		8.45									
		Virtual Collocation Cable Records-DS3, per T3TIE			AMTFS	VE1BE		29.57									
		Virtual Collocation Cable Records-Fiber Cable, per 99 fiber records			AMTFS	VE1BF		279.42									
		Virtual collocation-Security Escort-Basic, per half hr			AMTFS	SPTBX		33.15						2.07	2.81	0.67	1.41
		Virtual collocation-Security Escort-Overtime, per half hr			AMTFS	SPTOX		41.50						2.07	2.81	0.67	1.41
		Virtual collocation-Security Escort-Premium, per half hr			AMTFS	SPTPX		49.86						2.07	2.81	0.67	1.41
		Virtual collocation-Maintenance in CO-Basic, per half hr			AMTFS	CTRLX		30.64						2.07	2.81	0.67	1.41
		Virtual collocation-Maintenance in CO-Overtime, per half hr			AMTFS	SPTOM		35.77						2.07	2.81	0.67	1.41
		Virtual collocation-Maintenance in CO-Premium per half hr			AMTFS	SPTPM		40.90						2.07	2.81	0.67	1.41

COLLOCATION - Tennessee														Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
VIRTUAL COLLOCATION																	
		Virtual Collocation-2W Cross Connect, Exchange Port 2W Analog-Res			UEPSR	VE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
		Virtual Collocation 2W Cross Connect, Exchange Port 2W Line Side PBX Trunk-Bus			UEPSP	VE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
		Virtual Collocation 2W Cross Connect, Exchange Port 2W VG PBX Trunk-Res			UEPSE	VE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
		Virtual Collocation 2W Cross Connect, Exchange Port 2W Analog Bus			UEPSB	VE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
		Virtual Collocation 2W Cross Connect, Exchnage Port 2W ISDN			UEPSX	VE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
		Virtual Collocation 2W Cross Connect, Exchange Port 2W ISDN			UEPTX	VE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
		Virtual Collocation 4W Cross Connect, Exchange Port 4W ISDN DS1			UEPEX	VE1R4	0.50	19.20	19.20					20.35	10.54	13.32	1.40
	Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.																

Attachment 5

Access to Numbers and Number Portability

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ACCESS TO NUMBERS AND NUMBER PORTABILITY

1. NON-DISCRIMINATORY ACCESS TO TELEPHONE NUMBERS

1.1 During the term of this Agreement, where CLEC Carrier is utilizing its own switch, CLEC Carrier shall contact the North American Numbering Plan Administrator, NeuStar, for the assignment of numbering resources. In order to be assigned a Central Office Code, CLEC Carrier will be required to complete the Central Office Code (NXX) Assignment Request and Confirmation Form (Code Request Form) in accordance with Industry Numbering Committee's Central Office Code (NXX) Assignment Guidelines (INC 95-0407-008).

1.2 Where BellSouth provides local switching or resold services to CLEC Carrier, BellSouth will provide CLEC Carrier with on-line access to intermediate telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. CLEC Carrier acknowledges that such access to numbers shall be in accordance with the appropriate FCC rules and regulations. CLEC Carrier acknowledges that there may be instances where there is a shortage of telephone numbers in a particular rate center; and in such instances, BellSouth may request that CLEC Carrier return unused intermediate numbers to BellSouth. CLEC Carrier shall return unused intermediate numbers to BellSouth upon BellSouth's request. BellSouth shall make all such requests on a nondiscriminatory basis.

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

2. LOCAL SERVICE PROVIDER NUMBER PORTABILITY - PERMANENT SOLUTION (LNP)

2.1 The Parties will offer Number Portability in accordance with rules, regulations and guidelines adopted by the Commission, the FCC and industry forums.

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

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

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

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

2.6 Where triggers are not set, the Parties shall coordinate the porting of the number between service providers so as to minimize service interruptions to the End User.

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

3. OPERATIONAL SUPPORT SYSTEM (OSS) RATES

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

Attachment 6

Pre-Ordering, Ordering, Provisioning, Maintenance and Repair

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PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR

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

1.1 BellSouth shall provide to CLEC Carrier nondiscriminatory access to its Operations Support Systems (OSS) and the necessary information contained therein in order that CLEC Carrier can perform the functions of pre-ordering, ordering, provisioning, maintenance and repair, and billing. BellSouth shall provide CLEC Carrier with all relevant documentation (manuals, user guides, specifications, etc.) regarding business rules and other formatting information as well as practices and procedures necessary to ensure requests are efficiently processed. All documentation will be readily accessible at BellSouth's interconnection website and are incorporated herein by reference. BellSouth shall ensure that its OSS are designed to accommodate access requests for both current and projected demand of CLEC Carrier and other CLECs in the aggregate.

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

2. ACCESS TO OPERATIONS SUPPORT SYSTEMS

2.1 BellSouth shall provide CLEC Carrier nondiscriminatory access to its OSS and the necessary information contained therein in order that CLEC Carrier can perform the functions of pre-ordering, ordering, provisioning, maintenance and repair, and billing. BellSouth shall provide nondiscriminatory access to the OSS through manual and/or electronic interfaces as described in this Attachment. It is the sole responsibility of CLEC Carrier to obtain the technical capability to access and utilize BellSouth's OSS interfaces. Specifications for CLEC Carrier's access and use of BellSouth's electronic interfaces are set forth at BellSouth's interconnection website and are incorporated herein by reference.

2.1.1 Pre-Ordering. BellSouth will provide electronic access to its OSS and the information contained therein in order that CLEC Carrier can perform the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, customer record

information and loop makeup information. Mechanized access is provided by electronic interfaces whose specifications for access and use are set forth at BellSouth's interconnection website and are incorporated herein by reference. The process by which BellSouth and CLEC Carrier will manage these electronic interfaces to include the development and introduction of new interfaces will be governed by the change management process as described below. CLEC Carrier shall provide to BellSouth access to customer record information, including circuit numbers associated with each telephone number where applicable. CLEC Carrier shall provide such information within four (4) hours after request via electronic access where available. If electronic access is not available, CLEC Carrier shall provide to BellSouth paper copies of customer record information, including circuit numbers associated with each telephone number where applicable. If BellSouth requests the information before noon, the customer record information shall be provided the same day. If BellSouth requests the information after noon, the customer record information shall be provided by noon the following day.

2.1.2 The Parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission. CLEC Carrier will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the state in which the service is provided. BellSouth reserves the right to audit CLEC Carrier's access to customer record information. If a BellSouth audit of CLEC Carrier's access to customer record information reveals that CLEC Carrier is accessing customer record information without having obtained the proper End User authorization, BellSouth upon reasonable notice to CLEC Carrier may take corrective action, including but not limited to suspending or terminating CLEC Carrier's electronic access to BellSouth's OSS functionality. All such information obtained through an audit shall be deemed Information covered by the Proprietary and Confidential Information section in the General Terms and Conditions of this Agreement.

2.1.3 Ordering. BellSouth will make available to CLEC Carrier electronic interfaces for the purpose of exchanging order information, including order status and completion notification, for non-complex and certain complex resale requests and certain network elements. Specifications for access and use of BellSouth's electronic interfaces are set forth at BellSouth's interconnection website and are incorporated herein by reference. The process by which BellSouth and CLEC Carrier will manage these electronic interfaces to include the development and introduction of new interfaces will be governed by the change management process as described below.

2.1.4 Maintenance and Repair. BellSouth will make available to CLEC Carrier electronic interfaces for the purpose of reporting and monitoring service troubles. Specifications for access and use of BellSouth's maintenance and repair electronic interfaces are set forth at BellSouth's interconnection website and are incorporated herein by reference. The process by which BellSouth and CLEC Carrier will manage these electronic interfaces to include the development and introduction of new interfaces will be governed by the change management process as described

below. Requests for trouble repair are billed in accordance with the provisions of this Agreement. BellSouth and CLEC Carrier agree to adhere to BellSouth's Operational Understanding, as amended from time to time during this Agreement and as incorporated herein by reference. The Operational Understanding may be accessed via BellSouth's interconnection website.

2.1.5 Billing. BellSouth will provide CLEC Carrier nondiscriminatory access to billing information as specified in Attachment 7 to this Agreement.

2.2 Change Management. BellSouth and CLEC Carrier agree that the collaborative change management process known as the Change Control Process (CCP) will be used to manage changes to existing interfaces, introduction of new interfaces and retirement of interfaces. BellSouth and CLEC Carrier agree to comply with the provisions of the documented CCP as may be amended from time to time and incorporated herein by reference. The CCP will cover changes to BellSouth's electronic interfaces, BellSouth's testing environment, associated manual process improvements, and relevant documentation. The process will define a procedure for resolution of change management disputes. Documentation of the CCP as well as related information and processes will be clearly organized and readily accessible to CLEC Carrier at BellSouth's interconnection website.

2.3 Rates. Charges for use of OSS shall be as set forth in this Agreement.

3. MISCELLANEOUS

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

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

User. BellSouth will notify CLEC Carrier that such a request has been processed but will not be required to notify CLEC Carrier in advance of such processing.

3.2.1 Neither BellSouth nor CLEC Carrier shall prevent or delay an End User from migrating to another carrier because of unpaid bills, denied service, or contract terms.

3.2.2 BellSouth shall return a Firm Order Confirmation (FOC) and Local Service Request (LSR) rejection/clarification within the intervals in accordance with the Service Quality Measurement (SQM) set forth in Attachment 9 of this Agreement.

3.2.3 CLEC Carrier shall return a FOC to BellSouth within thirty-six (36) hours after CLEC Carrier's receipt from BellSouth of a valid LSR.

3.2.4 CLEC Carrier shall provide a Reject Response to BellSouth within twenty-four (24) hours after BellSouth's submission of an LSR which is incomplete or incorrectly formatted.

3.3 Use of Facilities. When a customer of CLEC Carrier elects to discontinue service and to transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to CLEC Carrier by BellSouth. In addition, where BellSouth provides local switching, BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received a request to establish new service or transfer of service from a customer or a customer's CLEC at the same address served by the denied facility. BellSouth will notify CLEC Carrier that such a request has been processed after the disconnect order has been completed.

3.4 Contact Numbers. The Parties agree to provide one another with toll-free nation-wide (50 states) contact numbers for the purpose of ordering, provisioning and maintenance of services.

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

3.5.1 When CLEC Carrier's End User, served by resale or loop and port combinations, changes its PIC or LPIC, and per BellSouth's FCC or state tariff the IXC elects to charge the End User the PIC or LPIC change charge, BellSouth will bill the PIC or LPIC change charge to CLEC Carrier, which has the billing relationship with that End User, and CLEC Carrier may pass such charge to the End User.

3.6 Cancellation Charges. If CLEC Carrier cancels a request for network elements or resold services, any costs incurred by BellSouth in conjunction with the

provisioning of that request will be recovered in accordance with BellSouth's Private Line Tariff or BellSouth's FCC No. 1 Tariff, Section 5.4, as applicable. Notwithstanding the foregoing, if CLEC Carrier places an LSR based upon BellSouth's loop makeup information, and such information is inaccurate resulting in the inability of BellSouth to provision the network elements requested and another spare compatible facility cannot be found with the transmission characteristics of the network elements originally requested, cancellation charges described in this Section shall not apply. Where CLEC Carrier places a single LSR for multiple network elements or services based upon loop makeup information, and information as to some, but not all, of the network elements or services is inaccurate, if BellSouth cannot provision the network elements or services that were the subject of the inaccurate loop makeup information, CLEC Carrier may cancel its request for those network elements or services without incurring cancellation charges as described in this Section. In such instance, should CLEC Carrier elect to cancel the entire LSR, cancellation charges as described in this Section shall apply to those elements and services that were not the subject of inaccurate loop makeup.

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

Attachment 7

Billing

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BILLING

1. PAYMENT AND BILLING ARRANGEMENTS

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

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

1.1.1 For any service(s) BellSouth receives from CLEC Carrier, CLEC Carrier shall bill BellSouth in CBOS format.

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

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

1.1.4 BellSouth will bill CLEC Carrier in advance for all services to be provided during the ensuing billing period except charges associated with service usage and nonrecurring charges, which will be billed in arrears.

1.1.4.1 Charges for services will be calculated on an individual End User account level, including, if applicable, any charge for usage or usage allowances. BellSouth will also bill CLEC Carrier, and CLEC Carrier will be responsible for and remit to BellSouth, all charges applicable to said services including but not limited to 911 and E911 charges, End Users common line charges, federal subscriber line charges, telecommunications relay charges (TRS), and franchise fees, unless otherwise ordered by a Commission.

1.1.5 BellSouth will not perform billing and collection services for CLEC Carrier as a result of the execution of this Agreement.

1.1.6 In the event that this Agreement or an amendment to this Agreement effects a rate change to recurring rate elements that are billed in advance, BellSouth will make an adjustment to such recurring rates billed in advance at the previously effective rate. The adjustment shall reflect billing at the new rates from the Effective Date of the Agreement or amendment.

1.2 Establishing Accounts. After submitting a credit profile and deposit, if required, and after receiving certification as a local exchange carrier from the appropriate regulatory agency, CLEC Carrier will provide the appropriate BellSouth advisory team/local contract manager the necessary documentation to enable BellSouth to establish accounts for Local Interconnection, Network Elements and Other Services, Collocation and/or resold services. Such documentation shall include the Application for Master Account, if applicable, proof of authority to provide telecommunications services, the appropriate Operating Company Numbers (OCN) for each state as assigned by NECA, Carrier Identification Code (CIC), Access Customer Name and Abbreviation (ACNA), Blanket Letter of Authorization (LOA), Misdirected Number form, and a tax exemption certificate, if applicable. Notwithstanding anything to the contrary in this Agreement, CLEC Carrier may not order services under a new account established in accordance with this Section 1.2 until 30 days after all information specified in this Section 1.2 is received from CLEC Carrier.

1.2.1 OCN. If CLEC Carrier needs to change its OCN(s) under which it operates when CLEC Carrier has already been conducting business utilizing those OCN(s), CLEC Carrier shall bear all costs incurred by BellSouth to convert CLEC Carrier to the new OCN(s). OCN conversion charges include all time required to make system updates to all of CLEC Carrier's End User customer records and will be handled by the BFR/NBR process.

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

1.3 Payment Due. Payment, of undisputed amounts, for services provided is due on or before the next bill date in immediately available funds. Payment is considered to have been made when received by BellSouth.

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

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

computation, tracking, reporting and payment of all taxes and like fees associated with the services provided to the End User of CLEC Carrier.

1.6 Late Payment. If any portion of the payment is not received by BellSouth on or before the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment charge shall be due to BellSouth. The late payment charge shall be the portion of the payment not received by the payment due date multiplied by a late factor and will be applied on a per bill basis. The late factor shall be as set forth in Section A2 of the GSST, Section B2 of the Private Line Service Tariff (PLST) or Section E2 of the Intrastate Access Tariff, as appropriate. In addition to any applicable late payment charges, CLEC Carrier may be charged a fee for all returned checks as set forth in Section A2 of the GSST or pursuant to the applicable state law.

1.7 Discontinuing Service to CLEC Carrier. The procedures for discontinuing service to CLEC Carrier are as follows:

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

1.7.2 BellSouth reserves the right to suspend or terminate service for nonpayment. If payment of amounts not subject to a billing dispute, as described in Section 2, is not received by the bill date in the month after the original bill date, BellSouth will provide written notice to CLEC Carrier that additional applications for service may be refused, that any pending orders for service may not be completed, and/or that access to ordering systems may be suspended if payment of such amounts, and all other amounts not in dispute that become past due before refusal, incompletion or suspension, is not received by the fifteenth day following the date of the notice. In addition, BellSouth may, at the same time, provide written notice to the person designated by CLEC Carrier to receive notices of noncompliance that BellSouth may discontinue the provision of existing services to CLEC Carrier if payment of such amounts, and all other amounts not in dispute that become past due before discontinuance, is not received by the thirtieth day following the date of the initial notice.

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

1.7.4 Discontinuance of service on CLEC Carrier's account will affect a discontinuance of service to CLEC Carrier's End Users. BellSouth will reestablish service for CLEC Carrier upon payment of all past due charges and the appropriate connection fee subject to BellSouth's normal application procedures. CLEC Carrier is solely responsible for notifying the End User of the discontinuance of the

service. If within fifteen (15) days after CLEC Carrier's service has been discontinued and no arrangements to reestablish service have been made consistent with this subsection, CLEC Carrier's service will be disconnected.

1.8 Deposit Policy. CLEC Carrier shall complete the BellSouth Credit Profile and provide information to BellSouth regarding credit worthiness. Based on the results of the credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in BellSouth's sole discretion, some other form of security proposed by CLEC Carrier. Any such security deposit shall in no way release CLEC Carrier from its obligation to make complete and timely payments of its bill. CLEC Carrier shall pay any applicable deposits prior to the inauguration of service. If, in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security deposit, BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCC-1) security interest in CLEC Carrier's "accounts receivables and proceeds." Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff. Security deposits collected under this Section shall not exceed two months' estimated billing. In the event CLEC Carrier fails to remit to BellSouth any deposit requested pursuant to this Section, service to CLEC Carrier may be terminated in accordance with the terms of Section 1.7 of this Attachment, and any security deposits will be applied to CLEC Carrier's account(s). In the event CLEC Carrier defaults on its account, service to CLEC Carrier will be terminated in accordance with the terms of Section 1.7 above, and any security deposits will be applied to CLEC Carrier's account.

1.9 Notices. Notwithstanding anything to the contrary in this Agreement, all bills and notices regarding billing matters, including notices relating to security deposits, disconnection of services for nonpayment of charges, and rejection of additional orders from CLEC Carrier, shall be forwarded to the individual and/or address provided by CLEC Carrier in establishment of its billing account(s) with BellSouth, or to the individual and/or address subsequently provided by CLEC Carrier as the contact for billing information. All monthly bills and notices described in this Section shall be forwarded to the same individual and/or address; provided, however, upon written request from CLEC Carrier to BellSouth's billing organization, the notice of discontinuance of services purchased by CLEC Carrier under this Agreement provided for in Section 1.7.2 of this Attachment shall be sent via certified mail to the individual(s) listed in the Notices provision of the General Terms and Conditions of this Agreement.

1.10 Rates. Rates for Optional Daily Usage File (ODUF), Access Daily Usage File (ADUF), Enhanced Optional Daily Usage File (EODUF) and Centralized Message Distribution Service (CMDS) are set out in Exhibit A to this Attachment. If no rate is identified in this Attachment, the rate for the specific service or function will

be as set forth in the applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

2. BILLING DISPUTES

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

2.2 For purposes of this Section 2, a billing dispute means a reported dispute of a specific amount of money actually billed by either Party. The dispute must be clearly explained by the disputing Party and supported by written documentation, which clearly shows the basis for disputing charges. A billing dispute will not include the refusal to pay all or part of a bill or bills when no written documentation is provided to support the dispute, nor shall a billing dispute include the refusal to pay other amounts owed by the billed Party until the dispute is resolved. Claims by the billed Party for damages of any kind will not be considered a billing dispute for purposes of this Section. If the billing dispute is resolved in favor of the billing Party, the disputing Party will make immediate payment of any of the disputed amount owed to the billing Party or the billing Party shall have the right to pursue normal treatment procedures. Any credits, including late payment charges and interest, due to the disputing Party, pursuant to the billing dispute, will be applied to the disputing Party's account by the billing Party immediately upon resolution of the dispute.

2.3 If a Party disputes a charge and does not pay such charge by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment charge and interest, where applicable, shall be assessed. For bills rendered by either Party for payment, the late payment charge for both Parties shall be calculated based on the portion of the payment not received by the payment due date multiplied by the late factor as set forth in the following BellSouth tariffs: for services purchased from the GSST for purposes of resale and for ports and non-designed loops, Section A2 of the GSST; for services purchased from the PLST for purposes of resale, Section B2 of the PLST; and for designed network elements and other services and local interconnection charges, Section E2 of the Access Service Tariff. The Parties shall assess interest on previously assessed late payment charges only in a state where it has the authority pursuant to its tariffs.

3. RAO HOSTING

3.1 RAO Hosting, Calling Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to CLEC Carrier by BellSouth will be in accordance with the methods and practices regularly applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.

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

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

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

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

3.6 BellSouth will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from CLEC Carrier.

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

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

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

3.10 Transmission of message data between BellSouth and CLEC Carrier will be via CONNECT:Direct or Secure File Transfer Protocol (FTP).

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

3.10.2 If CLEC Carrier utilizes Secure FTP for data file transmission, purchase of the Secure FTP software will be the responsibility of CLEC Carrier.

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

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

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

3.14 In the event that data to be exchanged between the two Parties should become lost or destroyed, the Party responsible for creating the data will make every effort to restore and retransmit such data. If the data cannot be retrieved, the Party responsible for losing or destroying the data will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the End Users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the resolution of the amount owed, or as mutually agreed upon by the Parties.

3.15 Should an error be detected by the EMI format edits performed by BellSouth on data received from CLEC Carrier, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify CLEC Carrier of the error.

CLEC Carrier will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, CLEC Carrier will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.

3.16 In association with message distribution service, BellSouth will provide CLEC Carrier with associated intercompany settlements reports (CATS and NICS) as appropriate.

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

3.18 Intercompany Settlements Messages

3.18.1 Intercompany Settlements Messages facilitate the settlement of revenues associated with traffic originated from or billed by CLEC Carrier as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one Bell operating territory and bills in another Bell operating territory is included. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between CLEC Carrier and the involved company(ies), unless that company is participating in NICS.

3.18.2 Both traffic that originates outside the BellSouth region by CLEC Carrier and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by CLEC Carrier, is covered by CATS. Also covered is traffic that either is originated by or billed by CLEC Carrier, involves a company other than CLEC Carrier, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).

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

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

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

3.18.6 BellSouth will collect the revenue earned by CLEC Carrier from the Bell operating company in whose territory the messages are billed via CATS, less a per message billing and collection fee of five cents ($0.05), on behalf of CLEC Carrier.

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

3.18.7 BellSouth will collect the revenue earned by CLEC Carrier within the BellSouth territory from another CLEC also within the BellSouth territory (NICS) where the messages are billed, less a per message billing and collection fee of five cents ($0.05), on behalf of CLEC Carrier. BellSouth will remit the revenue billed by CLEC Carrier within the BellSouth region to the CLEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee of five cents ($0.05). These two amounts will be netted together by BellSouth and the resulting charge or credit issued to CLEC Carrier via a monthly CABS miscellaneous bill.

3.18.8 BellSouth and CLEC Carrier agree that monthly netted amounts of less than fifty dollars ($50.00) will not be settled.

4. OPTIONAL DAILY USAGE FILE

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

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

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

4.4 Charges for ODUF will appear on CLEC Carrier's monthly bills for the previous month's usage. The charges are as set forth in Exhibit A to this Attachment. CLEC Carrier will be billed at the ODUF rates that are in effect at the end of the previous month.

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

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

4.7 The following specifications shall apply to the ODUF feed.

4.7.1 ODUF Messages to be Transmitted

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

4.7.1.1.1 Message recording for per use/per activation type services (examples: Three-Way Calling, Verify, Interrupt, Call Return, etc.)
4.7.1.1.2 Measured billable Local
4.7.1.1.3 Directory Assistance messages
4.7.1.1.4 IntraLATA Toll
4.7.1.1.5 WATS and 800 Service
4.7.1.1.6 N11
4.7.1.1.7 Information Service Provider Messages
4.7.1.1.8 Operator Services Messages
4.7.1.1.9 Operator Services Message Attempted Calls (Network Element only)
4.7.1.1.10 Credit/Cancel Records
4.7.1.1.11 Usage for Voice Mail Message Service

4.7.1.2 Rated Incollects (messages BellSouth receives from other revenue accounting offices) can also be on ODUF. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.

4.7.1.3 BellSouth will perform duplicate record checks on records processed to ODUF. Any duplicate messages detected will be deleted and not sent to CLEC Carrier.

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

4.7.2 ODUF Physical File Characteristics

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

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

4.7.2.3 If CLEC Carrier utilizes Secure FTP for data file transmission, purchase of the Secure FTP software will be the responsibility of CLEC Carrier.

4.7.3 ODUF Packing Specifications

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

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

The data will be packed using ATIS EMI records.

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

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

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

5. ACCESS DAILY USAGE FILE

5.1 Upon written request from CLEC Carrier, BellSouth will provide the Access Daily Usage File (ADUF) service to CLEC Carrier pursuant to the terms and conditions set forth in this section.

5.2 CLEC Carrier shall furnish all relevant information required by BellSouth for the provision of ADUF.

5.3 ADUF will contain access messages associated with a port that CLEC Carrier has purchased from BellSouth

5.4 Charges for ADUF will appear on CLEC Carrier's monthly bills for the previous month's usage. The charges are as set forth in Exhibit A to this Attachment. CLEC Carrier will be billed at the ADUF rates that are in effect at the end of the previous month.

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

5.6 ADUF Messages To Be Transmitted

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

5.6.1.1 Recorded originating and terminating interstate and intrastate access records associated with a port.

5.6.1.2 Recorded terminating access records for undetermined jurisdiction access records associated with a port.

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

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

5.6.4 ADUF Physical File Characteristics

5.6.4.1 ADUF will be distributed to CLEC Carrier via CONNECT:Direct, Secure FTP or another mutually agreed medium. The ADUF feed will be a fixed block format. The data on the ADUF feed will be in a non-compacted EMI format (210 byte). It will be created on a daily basis Monday through Friday except holidays. Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.

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

5.6.4.3 If CLEC Carrier utilizes Secure FTP for data file transmission, purchase of the Secure FTP software will be the responsibility of CLEC Carrier.

5.6.5 ADUF Packing Specifications

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

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

The data will be packed using ATIS EMI records.

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

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

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

6. ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)

6.1 Upon written request from CLEC Carrier, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to CLEC Carrier pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.

6.2 CLEC Carrier shall furnish all relevant information required by BellSouth for the provision of EODUF.

6.3 EODUF will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.

6.4 Charges for delivery of EODUF will appear on CLEC Carrier's monthly bills for the previous month's usage. The charges are as set forth in Exhibit A to this Attachment. CLEC Carrier will be billed at the EODUF rates that are in effect at the end of the previous month.

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

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

6.7 The following specifications shall apply to the EODUF feed.

6.7.1 Usage To Be Transmitted

6.7.1.1 The following messages recorded by BellSouth will be transmitted to CLEC Carrier:

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

6.7.1.1.1.1 Date of Call
6.7.1.1.1.2 From Number
6.7.1.1.1.3 To Number
6.7.1.1.1.4 Connect Time
6.7.1.1.1.5 Conversation Time
6.7.1.1.1.6 Method of Recording
6.7.1.1.1.7 From RAO
6.7.1.1.1.8 Rate Class
6.7.1.1.1.9 Message Type
6.7.1.1.1.10 Billing Indicators
6.7.1.1.1.11 Bill to Number

6.7.1.2 BellSouth will perform duplicate record checks on EODUF records processed to ODUF. Any duplicate messages detected will be deleted and not sent to CLEC Carrier.

6.7.1.3 In the event that CLEC Carrier detects a duplicate on EODUF they receive from BellSouth, CLEC Carrier will drop the duplicate message (CLEC Carrier will not return the duplicate to BellSouth).

6.7.2 Physical File Characteristics

6.7.2.1 The EODUF feed will be distributed to CLEC Carrier over their existing ODUF feed. EODUF messages will be intermingled among CLEC Carrier's ODUF

messages. EODUF will be a variable block format (2476) with an LRECL of 2472. The data on EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays).

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

6.7.3 Packing Specifications

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

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

6.7.3.3 The data will be packed using ATIS EMI records.

ODUF/ADUF/CMDS - Alabama														Attachment: 7		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnec		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/CMDS																	
	ACCESS DAILY USAGE FILE (ADUF)																
		ADUF: Message Processing, per message				N/A	0.007037										
		ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.000113										
	OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF: Recording, per message				N/A	0.000011										
		ODUF: Message Processing, per message				N/A	0.004101										
		ODUF: Message Processing, per Magnetic Tape provisioned				N/A	42.67										
		ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.000094										
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																
		CMDS: Message Processing, per message				N/A	0.004										
		CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001										
	Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																

ODUF/ADUF/CMDS - Florida															Attachment: 7		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnec		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/CMDS																	
	ACCESS DAILY USAGE FILE (ADUF)																
		ADUF: Message Processing, per message				N/A	0.001656										
		ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.0001245										
	OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF: Recording, per message				N/A	0.0000071										
		ODUF: Message Processing, per message				N/A	0.002146										
		ODUF: Message Processing, per Magnetic Tape provisioned				N/A	35.91										
		ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00010375										
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																
		CMDS: Message Processing, per message				N/A	0.004										
		CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001										
	Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																

ODUF/ADUF/CMDS - Georgia														Attachment: 7		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		NRC Disconnec		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/CMDS																	
	ACCESS DAILY USAGE FILE (ADUF)																
		ADUF: Message Processing, per message				N/A	0.001713										
		ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00013027										
	OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF: Recording, per message				N/A	0.0000068										
		ODUF: Message Processing, per message				N/A	0.002167										
		ODUF: Message Processing, per Magnetic Tape provisioned				N/A	36.06										
		ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00010856										
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																
		CMDS: Message Processing, per message				N/A	0.004										
		CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001										
	Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																

ODUF/ADUF/CMDS - Kentucky														Attachment: 7		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		NRC Disconnec		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/CMDS																	
	ACCESS DAILY USAGE FILE (ADUF)																
		ADUF: Message Processing, per message				N/A	0.001857										
		ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00012447										
	OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF: Recording, per message				N/A	0.0000136										
		ODUF: Message Processing, per message				N/A	0.002506										
		ODUF: Message Processing, per Magnetic Tape provisioned				N/A	35.90										
		ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00010372										
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																
		CMDS: Message Processing, per message				N/A	0.004										
		CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001										
	Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																

ODUF/ADUF/CMDS - Louisiana															Attachment: 7		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		NRC Disconnec		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/CMDS																	
	ACCESS DAILY USAGE FILE (ADUF)																
		ADUF: Message Processing, per message				N/A	0.007983										
		ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00012681										
	OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF: Recording, per message				N/A	0.0000117										
		ODUF: Message Processing, per message				N/A	0.004641										
		ODUF: Message Processing, per Magnetic Tape provisioned				N/A	48.45										
		ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00010568										
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																
		CMDS: Message Processing, per message				N/A	0.004										
		CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001										
	Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																

ODUF/ADUF/CMDS - Mississippi															Attachment: 7		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		NRC Disconnec		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/CMDS																	
	ACCESS DAILY USAGE FILE (ADUF)																
		ADUF: Message Processing, per message				N/A	0.008087										
		ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00012803										
	OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF: Recording, per message				N/A	0.0000063										
		ODUF: Message Processing, per message				N/A	0.004707										
		ODUF: Message Processing, per Magnetic Tape provisioned				N/A	49.04										
		ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00010669										
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																
		CMDS: Message Processing, per message				N/A	0.004										
		CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001										
	Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																

ODUF/ADUF/CMDS - North Carolina														Attachment: 7		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnec		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/CMDS																	
	ACCESS DAILY USAGE FILE (ADUF)																
		ADUF: Message Processing, per message				N/A	0.001825										
		ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00012147										
	OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF: Recording, per message				N/A	0.0000117										
		ODUF: Message Processing, per message				N/A	0.002446										
		ODUF: Message Processing, per Magnetic Tape provisioned				N/A	35.54										
		ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00004										
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																
		CMDS: Message Processing, per message				N/A	0.004										
		CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001										
	Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																

ODUF/ADUF/CMDS - South Carolina															Attachment: 7		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		NRC Disconnec		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/CMDS																	
	ACCESS DAILY USAGE FILE (ADUF)																
		ADUF: Message Processing, per message				N/A	0.008061										
		ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00013036										
	OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF: Recording, per message				N/A	0.0000216										
		ODUF: Message Processing, per message				N/A	0.004704										
		ODUF: Message Processing, per Magnetic Tape provisioned				N/A	48.87										
		ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00010863										
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																
		CMDS: Message Processing, per message				N/A	0.004										
		CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001										
	Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																

ODUF/ADUF/CMDS - Tennessee														Attachment: 7		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		NRC Disconnec		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/CMDS																	
	ACCESS DAILY USAGE FILE (ADUF)																
		ADUF: Message Processing, per message				N/A	0.0158054										
		ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.0001387										
	OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF: Recording, per message				N/A	0.0000044										
		ODUF: Message Processing, per message				N/A	0.0027366										
		ODUF: Message Processing, per Magnetic Tape provisioned				N/A	52.75										
		ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.0000339										
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																
		CMDS: Message Processing, per message				N/A	0.004										
		CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001										
	Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																

Attachment 8

Rights-of-Way, Conduits and Pole Attachments

Rights-of-Way, Conduits and Pole Attachments

BellSouth will provide nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth pursuant to 47 U.S.C. § 224, as amended by the Act, pursuant to terms and conditions of a license agreement subsequently negotiated with BellSouth's Competitive Structure Provisioning Center.

Attachment 9

Performance Measurements

PERFORMANCE MEASUREMENTS

Upon a particular Commission's issuance of an Order pertaining to Performance Measurements in a proceeding expressly applicable to all CLECs generally, BellSouth shall implement in that state such Performance Measurements as of the date specified by the Commission. Performance Measurements that have been Ordered in a particular state can currently be accessed via the internet at http://pmap.bellsouth.com. The following Service Quality Measurements (SQM) plan as it presently exists and as it may be modified in the future, is being included as the performance measurements currently in place for the state of Tennessee. At such time that the TRA issues a subsequent Order pertaining to Performance Measurements, such Performance Measurements shall supersede the SQM contained in the Agreement.

BELLSOUTH®

BellSouth Service Quality Measurement Plan (SQM)

Tennessee Performance Metrics

Measurement Descriptions
Version 2.00

Issue Date: July 1, 2003

Introduction

The BellSouth Service Quality Measurement Plan (SQM) describes in detail the measurements produced to evaluate the quality of service delivered to BellSouth's customers both wholesale and retail. The SQM was developed to respond to the requirements of the Communications Act of 1996 Section 251 (96 Act) which required BellSouth to provide non-discriminatory access to Competitive Local Exchange Carriers (CLEC)[1] and their Retail Customers. The reports produced by the SQM provide regulators, CLECs and BellSouth the information necessary to monitor the delivery of non-discriminatory access.

This plan results from the many divergent forces evolving from the 96 Act. The 96 Act, the Georgia Public Service Commission (GPSC) Order (Docket 7892-U 12/30/97), LCUG 1-7.0, the FCC's NPRM (CC Docket 98-56 RM9101 04/17/98), the Louisiana Public Service Commission (LPSC) Order (Docket U-22252 Subdocket C 04/19/98), numerous arbitration cases, LPSC sponsored collaborative workshops (10/98-02/00), and proceedings in Alabama, Florida, Mississippi, and North Carolina have and continue to influence the SQM. Per the Order in Docket 01-00193, issued by the Tennessee Regulatory Authority on October 4, 2002, this version of the SQM reflects the Florida Public Service Commission Order Nos. PSC-02-1736-PAA-TP, issued December 10, 2002, PSC-03-0529-PAA-TP, issued April 22, 2003 and PSC-03-0603-CO-TP, issued May 15, 2003.

The SQM and the reports flowing from it must change to reflect the dynamic requirements of the industry. New measurements are added as new products, systems, and processes are developed and fielded. New products and services are added as the markets for them develop and the processes stabilize. The measurements are also changed to reflect changes in systems, correct errors, and respond to both 3rd Party audit requirements and the Florida PSC.

This document is intended for use by someone with knowledge of the telecommunications industry, information technologies and a functional knowledge of the subject areas covered by the BellSouth Performance Measurements and the reports that flow from them.

Once it is approved, the most current copy of this document can be found on the web at URL: http://pmap.bellsouth.com in the Documentation/Exhibits folder.

Report Publication Dates

Each month, preliminary SQM reports will be posted to BellSouth's SQM web site (http://pmap.bellsouth.com) by 8:00 A.M. EST on the 21st day of each month or the first business day after the 21st. The validated SQM reports will be posted by 8:00 A.M. on the last day of the month. Reports not posted by this time will be considered late for SEEM payment purposes. Validated SEEM reports will be posted on the 15th of the following month. SEEM payments due will also be paid on the

[1] *Alternative Local Exchange Companies (ALEC) and Competing Local Providers (CLP) are referred to as Competitive Local Exchange Carriers (CLEC) in this document.*

15th of the following month. For instance: May data will be posted in preliminary SQM reports on June 21. Final validated SQM reports will be posted on the last day of the month. Final validated SEEM reports will be posted and payments mailed on the 15th of the following month. BellSouth shall retain the performance measurement raw data files for a period of 18 months and further retain the monthly reports produced in PMAP for a period of three years.

Report Delivery Methods

CLEC SQM and SEEM reports will be considered delivered when posted to the web site. The Tennessee Regulatory Authority has access to the web site. In addition, a copy of the SQM and Monthly State Summary reports will be filed with the TRA as soon as possible after the last day of each month.

Contents

Section 1: Operations Support Systems (OSS)

OSS-1: Average Response Interval and Percent within Interval (Pre-Ordering/Ordering)

Definition

The average response interval and percent within the Interval is the average times and percent of requests responded to within certain intervals for accessing legacy data associated with appointment scheduling, service and feature availability, address verification, request for Telephone numbers (TNs), and Customer Service Records (CSRs).

Exclusions

- Syntactically incorrect queries
- Scheduled OSS Maintenance
- Retail usage of LENS

Business Rules

The average response interval for retrieving pre-order/order information from a given legacy system is determined by summing the response times for all requests submitted to the legacy systems during the reporting period and dividing by the total number of legacy system requests for that month.

The response interval starts when the application (LENS or TAG for CLECs and RNS or ROS for BellSouth) submits a request to the legacy system and ends when the appropriate response is received by the client application. The percent of accesses to the legacy systems during the reporting period which take less than 2.3 seconds, the percent of accesses which take more than 6 seconds, and the percent which are less than or equal to 6.3 seconds are also captured. BellSouth will not schedule maintenance during the hours from 8:00 a.m. until 9:00 p.m., Monday through Friday.

Calculation

Response Interval = (a - b)

- a = Date and Time of Legacy Response
- b = Date and Time of Legacy Request

Average Response Interval = c / d

- c = Sum of Response Intervals
- d = Number of Legacy Requests During the Reporting Period

Percent within Interval = (e / f) X 100

- e = Count of requests within the designated Interval within the reporting period.
- f = Number of Legacy Requests during the Reporting Period for System for which a response was provided.

Report Structure

- Interface Type
- Not CLEC Specific
- Not Product/Service Specific
- Regional Level

Data Retained

Relating to CLEC Experience

- Report Month
- Legacy Contract (per reporting dimension)
- Response Interval
- Regional Scope

Relating to BellSouth Performance

- Report Month
- Legacy Contract (per reporting dimension)
- Response Interval
- Regional Scope

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation

- **RSAG – Address** (Regional Street Address Guide-Address) – stores street address information used to validate customer addresses. CLECs and BellSouth query this legacy system.
- **RSAG – TN** (Regional Street Address Guide-Telephone number) – contains information about facilities available and telephone numbers working at a given address. CLECs and BellSouth query this legacy system.
- **ATLAS** (Application for Telephone Number Load Administration and Selection) – acts as a warehouse for storing telephone numbers that are available for assignment by the system. It enables CLECs and BellSouth service reps to select and reserve telephone numbers. CLECs and BellSouth query this legacy system.
- **COFFI** (Central Office Feature File Interface) – stores information about product and service offerings and availability. CLECs query this legacy system.
- **DSAP** (DOE Support Application) – provides due date information. CLECs and BellSouth query this legacy system.
- **CRIS** (Customer Record Information System) – Source of CSR (Customer Service Record) information. Contains information about individual customers including listings, addresses, features, services, etc. CLECs and BellSouth can query for CSR information.
- **P/SIMS** (Product/Services Inventory Management system) – provides information on capacity, tariffs, inventory and service availability. CLECs query this legacy system.
- **OASIS** (Obtain Available Services Information Systems) – Information on feature and rate availability. BellSouth queries this legacy system.

SQM Analog/Benchmark

- Parity + 2 seconds

(See Appendix D: Tables for SQM OSS Legacy Access Times)

SEEM Measure

SEEM	Tier I	Tier II	Tier III
Yes		X	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation

- **RSAG – Address** (Regional Street Address Guide-Address) – stores street address information used to validate customer addresses. CLECs and BellSouth query this legacy system.
- **RSAG – TN** (Regional Street Address Guide-Telephone number) – contains information about facilities available and telephone numbers working at a given address. CLECs and BellSouth query this legacy system.
- **ATLAS** (Application for Telephone Number Load Administration and Selection) – acts as a warehouse for storing telephone numbers that are available for assignment by the system. It enables CLECs and BellSouth service reps to select and reserve

telephone numbers. CLECs and BellSouth query this legacy system.

- **COFFI** (Central Office Feature File Interface) – stores information about product and service offerings and availability. CLECs query this legacy system.
- **DSAP** (DOE Support Application) – provides due date information. CLECs and BellSouth query this legacy system.
- **CRIS** (Customer Record Information System) – Source of CSR (Customer Service Record) information. Contains information about individual customers including listings, addresses, features, services, etc. CLECs and BellSouth can query for CSR information.
- **P/SIMS** (Product/Services Inventory Management system) – provides information on capacity, tariffs, inventory and service availability. CLECs query this legacy system.
- **OASIS** (Obtain Available Services Information Systems) – Information on feature and rate availability. BellSouth queries this legacy system.

SEEM Analog/Benchmark

- Parity + 2 Seconds

(See Appendix D: Tables for SEEM OSS Legacy Systems)

OSS-2: OSS Availability (Pre-Ordering/Ordering)

Definition

Percent of time OSS interface is functionally available compared to scheduled availability. Availability percentages for CLEC interface and for all Legacy systems accessed by them are captured. ("Functional Availability" is the amount of time in hours during the reporting period that the legacy systems are available to users. The planned System Scheduled Availability is the time in hours per day that the legacy system is scheduled to be available.)

Scheduled availability is posted on the Interconnection website: (www.interconnection.bellsouth.com/oss/osshour.html)

Exclusions

- CLEC impacting troubles caused by factors outside of BellSouth's purview, e.g., troubles in customer equipment, troubles in networks owned by telecommunications companies other than BellSouth, etc.
- Degraded service outages which are defined as a critical function that is normally performed by the CLEC or is normally provided by an application or system available to the CLEC, but with significantly reduced response or processing time.
- Scheduled OSS Maintenance

Business Rules

This measurement captures the functional availability of applications/interfaces as a percentage of scheduled availability for the same systems. Only full and Loss of Functionality outages are included in the calculation for this measure. Full outages are defined as occurrences of either of the following:

- Application/Interface application is down or totally inoperative.
- Application is totally inoperative for customers attempting to access or use the application. This includes transport outages when they may be directly associated with a specific application.
- Loss of Functionality outages are defined as:
  - A critical function that is normally performed by the CLEC or is normally provided by an application or system is temporarily unavailable to the CLEC.

Comparison to an internal benchmark provides a vehicle for determining whether or not CLECs and retail BellSouth entities are given comparable opportunities for use of pre-ordering and ordering systems.

(Note: Scheduled maintenance will not be performed between the hours of 8:00 a.m through 9:00 p.m. Monday through Friday.)

Calculation

OSS Availability (Pre-Ordering/Ordering) = (a / b) X 100

- a = Functional Availability
- b = Scheduled Availability

Report Structure

- Interface Type
- Not CLEC Specific
- Not Product/Service Specific
- Regional Level

Data Retained

Relating to CLEC Experience

- Report Month
- Legacy Contract Type (per reporting dimension)
- Regional Scope
- Hours of Downtime

Relating to BellSouth Performance

- Report Month
- Legacy Contract Type (per reporting dimension)
- Regional Scope
- Hours of Downtime

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Regional Level, Per OSS Interface	>= 99.5%

(See Appendix D: Tables for SQM OSS Availability)

SEEM Measure

SEEM	Tier I	Tier II
Yes		X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Regional Level, Per OSS Interface	>= 99.5%

(See Appendix D: Tables for SEEM OSS Availability)

OSS-3: OSS Availability (Maintenance & Repair)

Definition

Percent of time applications are functionally available as compared to scheduled availability. Calculations are based upon availability of applications and interfacing applications utilized by CLECs for maintenance and repair. "Functional Availability" is defined as the number of hours in the reporting period that the applications/interfaces are available to users. "Scheduled Availability" is defined as the number of hours in the reporting period that the applications/interfaces are scheduled to be available.

Scheduled availability is posted on the Interconnection website: (www.interconnection.bellsouth.com/oss/osshour.html)

Exclusions

- CLEC-impacting trouble caused by factors outside of BellSouth's purview, e.g., troubles in customer equipment, troubles in networks owned by telecommunications companies other than BellSouth, etc.
- Degraded service outages which are defined as a critical function that is normally performed by the CLEC or is normally provided by an application or system available to the CLEC, but with significantly reduced response or processing time.

Business Rules

This measurement captures the functional availability of applications/interfaces as a percentage of scheduled availability for the same systems. Only full outages are included in the calculations for this measure. Full outages are defined as occurrences of either of the following:

- Application/interfacing application is down or totally inoperative.
- Application is totally inoperative for customers attempting to access or use the application. This includes transport outages when they may be directly associated with a specific application.

Loss of Functionality outages are defined as:

- A critical function that is normally performed by the CLEC or is normally provided by an application or system is temporarily unavailable to the CLEC.

Comparison to an internal benchmark provides a vehicle for determining whether or not CLECs and retail BellSouth entities are given comparable opportunities for use of maintenance and repair systems.

Calculation

OSS Availability (a / b) X 100

- a = Functional Availability
- b = Scheduled Availability

Report Structure

- Interface Type
- Not CLEC Specific
- Not Product/Service Specific
- Regional Level

Data Retained

Relating to CLEC Experience

- Availability of CLEC TAFI
- Availability of LMOS HOST, MARCH, SOCS, CRIS, PREDICTOR, LNP and OSPCM

- ECTA

Relating to BellSouth Performance

- Availability of BellSouth TAFI
- Availability of LMOS HOST, MARCH, SOCS, CRIS, PREDICTOR, LNP and OSPCM

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Regional Level, Per OSS Interface	>= 99.5%

(See Appendix D: Tables for OSS Availability (M&R)

SEEM Measure

SEEM	Tier I	Tier II
Yes		X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Regional Level, Per OSS Interface	>= 99.5%

(See Appendix D: Tables for SEEM OSS Availability (M&R)

OSS-4: Response Interval (Maintenance & Repair)

Definition

The response intervals are determined by subtracting the time a request is received on the BellSouth side of the interface from the time the response is received from the legacy system. Percentages of requests falling into each interval category are reported, along with the actual number of requests falling into those categories.

Exclusions

None

Business Rules

This measure is designed to monitor the time required for the CLEC and BellSouth interface system to obtain from BellSouth's legacy systems the information required to handle maintenance and repair functions. The clock starts on the date and time when the request is received on the BellSouth side of the interface and the clock stops when the response has been transmitted through that same point to the requester.

Note: The OSS Response Interval BellSouth Total Report is a combination of BellSouth Residence and Business Total.

Calculation

OSS Response Interval = (a - b)

- a = Query Response Date and Time
- b = Query Request Date and Time

Percent Response Interval (per category) = (c / d) X 100

- c = Number of Response Intervals in category "X"
- d = Number of Queries Submitted in the Reporting Period

where, "X" is <= 4, > 4 <= 10, <= 10, > 10, or > 30 seconds.

Average Interval = (e / f)

- e = Sum of Response Intervals
- f = Number of Queries Submitted in the Reporting Period

Report Structure

- Not CLEC Specific
- Not Product/Service Specific
- Regional Level

Data Retained

Relating to CLEC Experience

- CLEC Transaction Intervals

Relating to BellSouth Performance

- BellSouth Business and Residential Transactions Intervals

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Regional Level, Per OSS Interface	Parity with Retail

(See Appendix D: Tables for Legacy System Access Times for M&R)

Note: BellSouth's Appendix D lists the query functions and the appropriate legacy systems that the queries travel through to return a response.

SEEM Measure

SEEM	Tier I	Tier II
Yes		X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Region Level, Per OSS Interface	Parity with Retail

PO-1: Loop Makeup - Response Time – Manual

Definition

This report measures the average interval and percent within the interval from the submission of a Manual Loop Makeup Service Inquiry (LMUSI) to the distribution of Loop Makeup information back to the CLEC.

Exclusions

- Inquiries, which are submitted electronically
- Designated Holidays are excluded from the interval calculation
- Weekends are excluded from the interval calculation
- Canceled Inquiries

Business Rules

The CLEC Manual Loop Makeup Service Inquiry (LMUSI) process includes inquiries submitted via E-mail or FAX to BellSouth's Complex Resale Support Group (CRSG)

This measurement combines three intervals:

1. From receipt of a valid Service Inquiry for Loop Makeup to hand off to the Service Advocacy Center (SAC) for "Look-up."
2. From SAC start date to SAC complete date
3. From SAC complete date to date the Complex Resale Support Group (CRSG) distributes loop makeup information back to the CLEC.

The "Receive Date" is defined as the date the Manual LMUSI is received by the CRSG. It is counted as day Zero. LMU "Return Date" is defined as the date the LMU information is sent back to the CLEC from BellSouth. The interval calculation is reset to Zero when a CLEC initiated change occurs on the Manual LMU request.

Note: The Loop Makeup Service Inquiry Form does not require the CLEC to furnish the type of Loop. The CLEC determines whether the loop makeup will support the type of service they wish to order or not and qualifies the loop. If the loop makeup will support the service, a firm order LSR is submitted by the CLEC.

(A valid Service Inquiry is an inquiry that has all required fields populated correctly and has not been returned for clarification.)

Calculation

Response Interval = (a - b)

- a = Date the LMUSI returned to CLEC
- b = Date the LMUSI is received

Average Interval = (c / d)

- c = Sum of all Response Intervals
- d = Total Number of LMUSIs received within the reporting period

Percent within interval = (e / f) X 100

- e = Total LMUSIs received within the interval
- f = Total Number of LMUSIs processed within the reporting period

Report Structure

- CLEC Aggregate
- CLEC Specific
- Geographic Scope
  - State
  - Region
- Interval for manual LMUs:
  0 – <=1 day
  >1 – <= 2 days
  >2 – <= 3 days
  0 - <= 3 days
  >3 – <= 6 days
  >6 – <= 10 days
  > 10 days
- Average Interval in days

Data Retained

Relating to CLEC Experience

- Report Month
- Total Number of Inquiries
- SI Intervals
- State and Region

Relating to BellSouth Performance

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Loops	Benchmark: 95% <= 3 Business Days

SEEM Measure

SEEM	Tier I	Tier II
Yes	X	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Loops	Benchmark: 95% <= 3 Business Days

PO-2: Loop Makeup - Response Time - Electronic

Definition

This report measures the average interval and the percent within the interval from the electronic submission of a Loop Makeup Service Inquiry (LMUSI) to the distribution of Loop Makeup information back to the CLEC.

Exclusions

- Manually submitted inquiries
- Canceled Requests

Business Rules

The response interval starts when the CLEC's Mechanized Loop Makeup Service Inquiry (LMUSI) is submitted electronically through the Operational Support Systems interface, TAG. It ends when BellSouth's Loop Facility Assignment and Control System (LFACS) responds electronically to the CLEC with the requested Loop Makeup data via the TAG Interface. LSRs submitted via LENs will be reflected in the results for the TAG interface.

> **Note**: The Loop Makeup Service Inquiry Form does not require the CLEC to furnish the type of Loop. The CLEC determines whether the loop makeup will support the type of service they wish to order or not and qualifies the loop. If the loop makeup will support the service, a firm order LSR is submitted by the CLEC. EDI is not a pre-ordering system, and, therefore, is not applicable in this measure.

Calculation

Response Interval = (a - b)

- a = Date and Time the LMUSI returned to CLEC
- b = Date and Time the LMUSI is received

Average Interval = (c / d)

- c = Sum of all response intervals
- d = Total Number of LMUSIs received within the reporting period

Percent within interval = (e / f) X 100

- e = Total LMUSIs received within the interval
- f = Total Number of LMUSIs processed within the reporting period

Report Structure

- CLEC Aggregate
- CLEC Specific
- Geographic Scope
  - State
  - Region
- Interval for electronic LMUs:
  0 – <= 1 minute
  >1 – <= 5 minutes
  0 - <= 5 minutes
  > 5 – <= 8 minutes
  > 8 – <= 15 minutes

> 15 minutes
- Average Interval in minutes

Data Retained

Relating to CLEC Experience

- Report Month
- Total Number of Inquires
- SI Interval
- State and Region

Relating to BellSouth Performance

- Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Loop	Benchmark: 95% <= 1 Minute

SEEM Measure

SEEM	Tier I	Tier II
Yes	X	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Loop	95% <= 1 Minute