

UNBUNDLED NETWORK ELEMENTS - Louisiana

CATEGORY		RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																
		2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP														
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	11.26									
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	13.25									
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	14.65									
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	11.26									
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	13.25									
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	14.65									
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
		4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	18.68									
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	19.15									
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	19.94									
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	18.68									
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	19.15									
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	19.94									
4-WIRE DS1 DIGITAL LOOP																
		4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	98.56									
		4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	224.20									
		4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	565.73									
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
		High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	11.55									
		High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	416.69									
		High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	11.55									
		High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	430.74									
UNBUNDLED DEDICATED TRANSPORT																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.30									
		Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination			U1TD1	U1TF1	81.04									
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	6.95									
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	978.02									
		Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	6.95									
		Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	954.72									
		Local Channel - Dedicated - 2-Wire Voice Grade			ULDVX, UNCVX	ULDV2	21.07									
		Local Channel - Dedicated - 2-Wire Voice Grade Rev Bat			ULDVX	ULDR2	21.07									
		Local Channel - Dedicated - 4-Wire Voice Grade			ULDVX, UNCVX	ULDV4	22.32									
		Local Channel - Dedicated - DS1 - Zone 1		1	ULDD1, UNC1X	ULDF1	45.06									

UNBUNDLED NETWORK ELEMENTS - Louisiana

CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Local Channel - Dedicated - DS1 - Zone 2		2	ULDD1, UNC1X	ULDF1	139.82										
	Local Channel - Dedicated - DS1 - Zone 3		3	ULDD1, UNC1X	ULDF1	80.52										
	Local Channel - Dedicated - DS3 - Per Mile per month			ULDD3, UNC3X	1L5NC	8.99										
	Local Channel - Dedicated - DS3 - Facility Termination			ULDD3, UNC3X	ULDF3	539.86										
	Local Channel - Dedicated - STS-1- Per Mile per month			ULDS1, UNC3X	1L5NC	8.99										
	Local Channel - Dedicated - STS-1 - Facility Termination			ULDS1, UNC3X	ULDFS	525.80										
ENHANCED EXTENDED LINK (EELs)																
NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.																
NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.																
2-WIRE VOICE GRADE LOOP FOR USE IN A COMBINATION																
	2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	17.17										
	2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	29.15										
	2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	58.03										
	Voice Grade COCI - Per Month			UNCVX	1D1VG	0.75										
4-WIRE VOICE GRADE LOOP FOR USE IN A COMBINATION																
	4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	35.43										
	4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	44.07										
	4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	69.45										
	Voice Grade COCI in combination - per month			UNCVX	1D1VG	0.75										
4-WIRE 56 KBPS DIGITAL LOOP FOR USE IN A COMBINATION																
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	35.64										
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	42.30										
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	44.76										
	OCU-DP COCI (data) per month (2.4-64kbs)			UNCDX	1D1DD	1.59										
4-WIRE 64 KBPS DIGITAL LOOP FOR USE IN A COMBINATION																
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	35.64										
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	42.30										
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	44.76										
	OCU-DP COCI (data) - in combination - per month (2.4-64kbs)			UNCDX	1D1DD	1.59										
2-WIRE ISDN LOOP FOR USE IN COMBINATION																
	2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	25.40										
	2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	40.57										
	2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	74.96										
	2-wire ISDN COCI (BRITE) - in combination - per month			UNCNX	UC1CA	3.40										
4-WIRE DS1 DIGITAL LOOP FOR USE IN A COMBINATION																
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	98.56										
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	224.20										
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	565.73										
	DS1 COCI in combination per month			UNC1X	UC1D1	13.55										
2 WIRE VOICE GRADE INTEROFFICE TRANSPORT FOR USE IN A COMBINATION																
	Interoffice Transport - 2-wire VG - Dedicated- Per Mile Per Month			UNCVX	1L5XX	0.01										
	Interoffice Transport - 2-wire VG - Dedicated - Facility Termination per month			UNCVX	U1TV2	25.99										
4 WIRE VOICE GRADE INTEROFFICE TRANSPORT FOR USE IN A COMBINATION																
	Interoffice Transport - 4-wire VG - Dedicated - Per Mile Per Month			UNCVX	1L5XX	0.01										
	Interoffice Transport - 4-wire VG - Dedicated - Facility Termination per month			UNCVX	U1TV4	22.78										
DS1 INTEROFFICE TRANSPORT FOR COMBINATION																
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.30										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	81.04										
DS3 INTEROFFICE TRANSPORT FOR USE IN A COMBINATION																
	Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month			UNC3X	1L5XX	6.95										
	Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TF3	978.02										

UNBUNDLED NETWORK ELEMENTS - Louisiana											Attachment: 2 Exh. B					
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	STS-1 INTEROFFICE TRANSPORT FOR USE IN COMBINATION															
		Interoffice Transport - Dedicated - STS-1 combination - Per Mile Per Month			UNCSX	1L5XX	6.95									
		Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	954.72									
	4-WIRE 56 KBPS DIGITAL LOOP WITH 56 KBPS INTEROFFICE TRANSPORT															
		4-wire 56 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL56	35.64									
		4-wire 56 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL56	42.30									
		4-wire 56 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL56	44.76									
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile per month			UNCDX	1L5XX	0.01									
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination per month			UNCDX	U1TD5	17.95									
	4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT															
		4-wire 64 kbps Local Loop in Combination - Zone 1		1	UNCDX	UDL64	35.64									
		4-wire 64 kbps Local Loop in Combination - Zone 2		2	UNCDX	UDL64	42.30									
		4-wire 64 kbps Local Loop in Combination - Zone 3		3	UNCDX	UDL64	44.76									
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile per month			UNCDX	1L5XX	0.01									
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination per month			UNCDX	U1TD6	17.95									
	4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT															
		4-wire 56 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL56	35.64									
		4-wire 56 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL56	42.30									
		4-wire 56 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL56	44.76									
		4-wire 56 kbps Interoffice Transport - Dedicated - Per Mile per month			UNCDX	1L5XX	0.01									
		4-wire 56 kbps Interoffice Transport - Dedicated - Facility Termination per month			UNCDX	U1TD5	17.95									
	4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT															
		4-wire 64 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL64	35.64									
		4-wire 64 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL64	42.30									
		4-wire 64 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL64	44.76									
		4-wire 65 kbps Interoffice Transport - Dedicated - Per Mile per month			UNCDX	1L5XX	0.01									
		4-wire 64 kbps Interoffice Transport - Dedicated - Facility Termination per month			UNCDX	U1TD6	17.95									
	DS1 DIGITAL LOOP AND DS1 INTEROFFICE TRANSPORT															
		4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	98.56									
		4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	224.20									
		4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	565.73									
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.30									
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	81.04									
	DS3 DIGITAL LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT															
		DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	13.28									
		DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	479.19									
		Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	6.95									
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	978.02									
	STS-1 DIGITAL LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT															
		STS-1 Local Loop in combination - per mile per month			UNCSX	1L5ND	13.28									
		STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS1	495.36									
		Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	6.95									

UNBUNDLED NETWORK ELEMENTS - Louisiana											Attachment: 2 Exh. B					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	954.72										
ADDITIONAL NETWORK ELEMENTS																
When used as a part of a currently combined facility, the non-recurring charges do not apply, but a Switch As Is charge does apply.																
When used as ordinarily combined network elements in All States, the non-recurring charges apply and the Switch As Is Charge does not.																
Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)																
Optional Features & Functions:																
	Clear Channel Capability Extended Frame Option - per DS1	I		U1TD1, ULDD1, UNC1X	CCOEF		0.00	0.00	0.00	0.00						
	Clear Channel Capability Super FrameOption - per DS1	I		U1TD1, ULDD1, UNC1X	CCOSF		0.00	0.00	0.00	0.00						
	Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC		184.65	23.79	1.97	0.77						
	C-bit Parity Option - Subsequent Activity - per DS3	i		U1TD3, ULDD3, UE3, UNC3X	NRCC3		218.78	7.66	0.7263	0.00						
MULTIPLEXERS																
	DS1 to DS0 Channel System per month			UNC1X	MQ1	120.85										
	OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for a Local Loop			UDL	1D1DD	1.59										
	OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	1.59										
	2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month for a Local Loop			UDN	UC1CA	3.40										
	2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	3.40										
	Voice Grade COCI - DS1 to DS0 Channel System - per month used for a Local Loop			UEA	1D1VG	0.75										
	Voice Grade COCI - DS1 to DS0 Channel System - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	0.75										
	DS3 to DS1 Channel System per month			UNC3X	MQ3	231.70										
	STS-1 to DS1 Channel System per month			UNCSX	MQ3	231.70										
	DS1 COCI used with Loop per month			USL	UC1D1	13.55										
	DS1 COCI (used for connection to a channelized DS1 Local Channel in the same SWC as collocation) per month			U1TUA	UC1D1	13.55										
	DS1 COCI used with Interoffice Channel per month			U1TD1	UC1D1	13.55										
	DS3 Interface Unit (DS1 COCI) used with Local Channel per month			ULDD1	UC1D1	13.55										

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

UNBUNDLED NETWORK ELEMENTS - Mississippi

CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
							Add'l		Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	738.18									
	Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	5.47									
	Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	740.84									
	Local Channel - Dedicated - 2-Wire Voice Grade			ULDVX, UNCVX	ULDV2	17.15									
	Local Channel - Dedicated - 2-Wire Voice Grade Rev Bat			ULDVX	ULDR2	17.15									
	Local Channel - Dedicated - 4-Wire Voice Grade			ULDVX, UNCVX	ULDV4	18.39									
	Local Channel - Dedicated - DS1 - Zone 1	1		ULDD1, UNC1X	ULDF1	42.35									
	Local Channel - Dedicated - DS1 - Zone 2	2		ULDD1, UNC1X	ULDF1	41.39									
	Local Channel - Dedicated - DS1 - Zone 3	3		ULDD1, UNC1X	ULDF1	254.87									
	Local Channel - Dedicated - DS1 - Zone 4	4		ULDD1, UNC1X	ULDF1	254.87									
	Local Channel - Dedicated - DS3 - Per Mile per month			ULDD3, UNC3X	1L5NC	11.11									
	Local Channel - Dedicated - DS3 - Facility Termination			ULDD3, UNC3X	ULDF3	475.95									
	Local Channel - Dedicated - STS-1- Per Mile per month			ULDS1, UNC3X	1L5NC	11.11									
	Local Channel - Dedicated - STS-1 - Facility Termination			ULDS1, UNC3X	ULDFS	469.22									
ENHANCED EXTENDED LINK (EELs)															
NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.															
NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.															
2-WIRE VOICE GRADE LOOP FOR USE IN A COMBINATION															
	2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	15.97									
	2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	21.56									
	2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	31.68									
	2-Wire VG Loop (SL2) in Combination - Zone 4		4	UNCVX	UEAL2	52.58									
	Voice Grade COCI - Per Month			UNCVX	1D1VG	0.66									
4-WIRE VOICE GRADE LOOP FOR USE IN A COMBINATION															
	4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	31.59									
	4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	44.00									
	4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	57.53									
	4-Wire Analog Voice Grade Loop in Combination - Zone 4		4	UNCVX	UEAL4	57.53									
	Voice Grade COCI in combination - per month			UNCVX	1D1VG	0.66									
4-WIRE 56 KBPS DIGITAL LOOP FOR USE IN A COMBINATION															
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	31.56									
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	39.73									
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	46.87									
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 4		4	UNCDX	UDL56	37.09									
	OCU-DP COCI (data) per month (2.4-64kbs)			UNCDX	1D1DD	1.40									
4-WIRE 64 KBPS DIGITAL LOOP FOR USE IN A COMBINATION															
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	31.56									
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	39.73									
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	46.87									
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 4		4	UNCDX	UDL64	37.09									
	OCU-DP COCI (data) - in combination - per month (2.4-64kbs)			UNCDX	1D1DD	1.40									
2-WIRE ISDN LOOP FOR USE IN COMBINATION															
	2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	24.16									
	2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	31.73									
	2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	42.94									
	2-Wire ISDN Loop in Combination - Zone 4		4	UNCNX	U1L2X	68.06									
	2-wire ISDN COCI (BRITE) - in combination - per month			UNCNX	UC1CA	3.01									
4-WIRE DS1 DIGITAL LOOP FOR USE IN A COMBINATION															
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	90.94									
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	148.79									
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	237.75									
	4-Wire DS1 Digital Loop in Combination - Zone 4		4	UNC1X	USLXX	527.23									
	DS1 COCI in combination per month			UNC1X	UC1D1	3.01									
2 WIRE VOICE GRADE INTEROFFICE TRANSPORT FOR USE IN A COMBINATION															
	Interoffice Transport - 2-wire VG - Dedicated- Per Mile Per Month			UNCVX	1L5XX	0.00									

UNBUNDLED NETWORK ELEMENTS - Mississippi

CATEGORY	RATE ELEMENTS		Interi m	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
								Add'l		Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Transport - 2-wire VG - Dedicated - Facility Termination per month			UNCVX	U1TV2	23.37									
		4 WIRE VOICE GRADE INTEROFFICE TRANSPORT FOR USE IN A COMBINATION														
		Interoffice Transport - 4-wire VG - Dedicated - Per Mile Per Month			UNCVX	1L5XX	0.00									
		Interoffice Transport - 4-wire VG - Dedicated - Facility Termination per month			UNCVX	U1TV4	20.54									
		DS1 INTEROFFICE TRANSPORT FOR COMBINATION														
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.21									
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	59.48									
		DS3 INTEROFFICE TRANSPORT FOR USE IN A COMBINATION														
		Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month			UNC3X	1L5XX	5.47									
		Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TF3	738.18									
		STS-1 INTEROFFICE TRANSPORT FOR USE IN COMBINATION														
		Interoffice Transport - Dedicated - STS-1 combination - Per Mile Per Month			UNCSX	1L5XX	5.47									
		3/1 Channel System in combination per month			UNCSX	MQ3	196.22									
		4-WIRE 56 KBPS DIGITAL LOOP WITH 56 KBPS INTEROFFICE TRANSPORT														
		4-wire 56 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL56	31.56									
		4-wire 56 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL56	39.73									
		4-wire 56 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL56	46.87									
		4-wire 56 kbps Local Loop in combination - Zone 4		4	UNCDX	UDL56	37.09									
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile per month			UNCDX	1L5XX	0.01									
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination per month			UNCDX	U1TD5	25.90									
		4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT														
		4-wire 64 kbps Lcoal Loop in Combination - Zone 1		1	UNCDX	UDL64	31.56									
		4-wire 64 kbps Lcoal Loop in Combination - Zone 2		2	UNCDX	UDL64	39.73									
		4-wire 64 kbps Lcoal Loop in Combination - Zone 3		3	UNCDX	UDL64	46.87									
		4-wire 64 kbps Lcoal Loop in Combination - Zone 4		4	UNCDX	UDL64	37.09									
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile per month			UNCDX	1L5XX	0.01									
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination per month			UNCDX	U1TD6	25.90									
		4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT														
		4-wire 56 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL56	31.56									
		4-wire 56 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL56	39.73									
		4-wire 56 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL56	46.87									
		4-wire 56 kbps Local Loop in combination - Zone 4		4	UNCDX	UDL56	37.09									
		4-wiree 56 kbps Interoffice Transport - Dedicated - Per Mile per month			UNCDX	1L5XX	0.01									
		4-wire 56 kbps Interoffice Transport - Dedicated - Facility Termination per month			UNCDX	U1TD5	25.90									
		4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT														
		4-wire 64 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL64	31.56									
		4-wire 64 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL64	39.73									
		4-wire 64 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL64	46.87									
		4-wire 64 kbps Local Loop in combination - Zone 4		4	UNCDX	UDL64	37.09									
		l4-wire 65 kbps Interoffice Transport - Dedicated - Per Mile per month			UNCDX	1L5XX	0.01									
		4-wire 64 kbps Interoffice Transport - Dedicated - Facility Termination per month			UNCDX	U1TD6	25.90									
		DS1 DIGITAL LOOP AND DS1 INTEROFFICE TRANSPORT														
		4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	90.94									

UNBUNDLED NETWORK ELEMENTS - Mississippi											Attachment: 2 Exh. B				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
								Add'l		Add'l	SOMECH	SOMAN	SOMAN	SOMAN	SOMAN
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	148.79									
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	237.75									
	4-wire DS1 Digital Local Loop in Combination - Zone 4		4	UNC1X	USLXX	527.23									
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.21									
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	59.48									
	DS3 DIGITAL LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT														
	DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	14.81									
	DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	431.33									
	Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	5.47									
	Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	738.18									
	STS-1 DIGITAL LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT														
	STS-1 Local Loop in combination - per mile per month			UNCSX	1L5ND	14.81									
	STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS1	447.73									
	Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	5.47									
	Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	740.84									
ADDITIONAL NETWORK ELEMENTS															
	When used as a part of a currently combined facility, the non-recurring charges do not apply, but a Switch As Is charge does apply.														
	When used as ordinarily combined network elements in All States, the non-recurring charges apply and the Switch As Is Charge does not.														
	Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)														
	Optional Features & Functions:														
	Clear Channel Capability Extended Frame Option - per DS1	I		U1TD1, ULDD1, UNC1X	CCOEF	0.00	0.00	0.00	0.00						
	Clear Channel Capability Super FrameOption - per DS1	I		U1TD1, ULDD1, UNC1X	CCOSF	0.00	0.00	0.00	0.00						
	Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC	184.60	23.78	1.96	0.76						
	C-bit Parity Option - Subsequent Activity - per DS3	i		U1TD3, ULDD3, UE3, UNC3X	NRCC3	218.72	7.66	0.7201	0.00						
MULTIPLEXERS															
	DS1 to DS0 Channel System per month			UNC1X	MQ1	118.28									
	OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for a Local Loop			UDL	1D1DD	1.40									
	OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	1.40									
	2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System - per month for a Local Loop			UDN	UC1CA	3.01									
	2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	3.01									
	Voice Grade COCI - DS1 to DS0 Channel System - per month used for a Local Loop			UEA	1D1VG	0.66									
	Voice Grade COCI - DS1 to DS0 Channel System - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	0.66									
	DS3 to DS1 Channel System per month			UNC3X	MQ3	196.22									
	STS-1 to DS1 Channel System per month			UNCSX	MQ3	196.22									
	DS1 COCI used with Loop per month			USL	UC1D1	14.90									
	DS1 COCI (used for connection to a channelized DS1 Local Channel in the same SWC as collocation) per month			U1TUA	UC1D1	14.90									
	DS1 COCI used with Interoffice Channel per month			U1TD1	UC1D1	14.90									

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

UNBUNDLED NETWORK ELEMENTS - North Carolina

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																	
		2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	10.36										
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	17.10										
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	26.24										
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	10.36										
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	17.10										
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	26.24										
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																	
		4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	12.21										
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	20.32										
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	31.33										
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	12.21										
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	20.32										
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	31.33										
4-WIRE DS1 DIGITAL LOOP																	
		4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	54.74										
		4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	97.01										
		4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	154.43										
HIGH CAPACITY UNBUNDLED LOCAL LOOP																	
		High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	15.33										
		High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	518.29										
		High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	15.33										
		High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	533.90										
UNBUNDLED DEDICATED TRANSPORT																	
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.66										
		Interoffice Channel - Dedicated Transport - DS1 - Facility Termination			U1TD1	U1TF1	81.98										
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	14.93										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	828.44										
		Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	7.06										
		Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	908.93										
		Local Channel - Dedicated - 2-Wire Voice Grade - Zone 1		1	ULDVX, UNCVX	ULDV2	12.93										
		Local Channel - Dedicated - 2-Wire Voice Grade - Zone 2		2	ULDVX, UNCVX	ULDV2	22.90										
		Local Channel - Dedicated - 2-Wire Voice Grade - Zone 3		3	ULDVX, UNCVX	ULDV2	36.46										
		Local Channel - Dedicated - 4-Wire Voice Grade - Zone 1		1	ULDVX, UNCVX	ULDV4	13.83										

UNBUNDLED NETWORK ELEMENTS - North Carolina

CATEGORY		RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Local Channel - Dedicated - 4-Wire Voice Grade - Zone 2		2	ULDVX, UNCVX	ULDV4	24.53										
		Local Channel - Dedicated - 4-Wire Voice Grade - Zone 3		3	ULDVX, UNCVX	ULDV4	39.04										
		Local Channel - Dedicated - DS1 - Zone 1		1	ULDD1, UNC1X	ULDF1	31.11										
		Local Channel - Dedicated - DS1 - Zone 2		2	ULDD1, UNC1X	ULDF1	55.13										
		Local Channel - Dedicated - DS1 - Zone 3		3	ULDD1, UNC1X	ULDF1	87.77										
		Local Channel - Dedicated - DS3 - Per Mile per month			ULDD3, UNC3X	1L5NC	1.14										
		Local Channel - Dedicated - DS3 - Facility Termination			ULDD3, UNC3X	ULDF3	343.76										
		Local Channel - Dedicated - STS-1- Per Mile per month			ULDS1, UNC3X	1L5NC	1.14										
		Local Channel - Dedicated - STS-1 - Facility Termination			ULDS1, UNC3X	ULDFS	329.05										
ENHANCED EXTENDED LINK (EELS)																	
NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.																	
NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.																	
2-WIRE VOICE GRADE LOOP FOR USE IN A COMBINATION																	
		2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	17.22										
		2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	29.82										
		2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	46.93										
		Voice Grade COCI - Per Month			UNCVX	1D1VG	1.46										
4-WIRE VOICE GRADE LOOP FOR USE IN A COMBINATION																	
		4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	24.52										
		4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	41.71										
		4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	65.06										
		Voice Grade COCI in combination - per month			UNCVX	1D1VG	1.46										
4-WIRE 56 KBPS DIGITAL LOOP FOR USE IN A COMBINATION																	
		4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	29.12										
		4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	49.58										
		4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	77.35										
		OCU-DP COCI (data) per month (2.4-64kbs)			UNCDX	1D1DD	2.30										
4-WIRE 64 KBPS DIGITAL LOOP FOR USE IN A COMBINATION																	
		4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	29.12										
		4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	49.58										
		4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	77.35										
		OCU-DP COCI (data) - in combination - per month (2.4-64kbs)			UNCDX	1D1DD	2.30										
2-WIRE ISDN LOOP FOR USE IN COMBINATION																	
		2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	22.33										
		2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	37.81										
		2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	58.81										
		2-wire ISDN COCI (BRITE) - in combination - per month			UNCNX	UC1CA	4.13										
4-WIRE DS1 DIGITAL LOOP FOR USE IN A COMBINATION																	
		4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	54.74										
		4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	97.01										
		4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	154.43										
		DS1 COCI in combination per month			UNC1X	UC1D1	18.48										
2 WIRE VOICE GRADE INTEROFFICE TRANSPORT FOR USE IN A COMBINATION																	
		Interoffice Transport - 2-wire VG - Dedicated- Per Mile Per Month			UNCVX	1L5XX	0.03										
		Interoffice Transport - 2-wire VG - Dedicated - Facility Termination per month			UNCVX	U1TV2	20.70										
4 WIRE VOICE GRADE INTEROFFICE TRANSPORT FOR USE IN A COMBINATION																	
		Interoffice Transport - 4-wire VG - Dedicated - Per Mile Per Month			UNCVX	1L5XX	0.03										
		Interoffice Transport - 4-wire VG - Dedicated - Facility Termination per month			UNCVX	U1TV4	22.16										
DS1 INTEROFFICE TRANSPORT FOR COMBINATION																	
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.66										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	81.98										
DS3 INTEROFFICE TRANSPORT FOR USE IN A COMBINATION																	

UNBUNDLED NETWORK ELEMENTS - North Carolina											Attachment: 2 Exh. B					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOMECA	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month			UNC3X	1L5XX	14.93										
	Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TF3	828.44										
	STS-1 INTEROFFICE TRANSPORT FOR USE IN COMBINATION															
	Interoffice Transport - Dedicated - STS-1 combination - Per Mile Per Month			UNCSX	1L5XX	7.06										
	Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	908.93										
	4-WIRE 56 KBPS DIGITAL LOOP WITH 56 KBPS INTEROFFICE TRANSPORT															
	4-wire 56 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL56	29.12										
	4-wire 56 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL56	49.58										
	4-wire 56 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL56	77.35										
	Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile per month			UNCDX	1L5XX	0.03										
	Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination per month			UNCDX	U1TD5	20.01										
	4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT															
	4-wire 64 kbps Local Loop in Combination - Zone 1		1	UNCDX	UDL64	29.12										
	4-wire 64 kbps Local Loop in Combination - Zone 2		2	UNCDX	UDL64	49.58										
	4-wire 64 kbps Local Loop in Combination - Zone 3		3	UNCDX	UDL64	77.35										
	Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile per month			UNCDX	1L5XX	0.03										
	Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination per month			UNCDX	U1TD6	20.01										
	4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT															
	4-wire 56 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL56	29.12										
	4-wire 56 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL56	49.58										
	4-wire 56 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL56	77.35										
	4-wire 56 kbps Interoffice Transport - Dedicated - Per Mile per month			UNCDX	1L5XX	0.03										
	4-wire 56 kbps Interoffice Transport - Dedicated - Facility Termination per month			UNCDX	U1TD5	20.01										
	4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT															
	4-wire 64 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL64	29.12										
	4-wire 64 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL64	49.58										
	4-wire 64 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL64	77.35										
	4-wire 65 kbps Interoffice Transport - Dedicated - Per Mile per month			UNCDX	1L5XX	0.03										
	4-wire 64 kbps Interoffice Transport - Dedicated - Facility Termination per month			UNCDX	U1TD6	20.01										
	DS1 DIGITAL LOOP AND DS1 INTEROFFICE TRANSPORT															
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	54.74										
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	97.01										
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	154.43										
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.66										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	81.98										
	DS3 DIGITAL LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT															
	DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	15.33										
	DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	518.29										
	Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	14.93										
	Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	828.44										
	STS-1 DIGITAL LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT															
	STS-1 Local Loop in combination - per mile per month			UNCSX	1L5ND	15.33										

UNBUNDLED NETWORK ELEMENTS - North Carolina											Attachment: 2 Exh. B								
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
									Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
										First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ADDITIONAL NETWORK ELEMENTS																			
When used as a part of a currently combined facility, the non-recurring charges do not apply, but a Switch As Is charge does apply.																			
When used as ordinarily combined network elements in All States, the non-recurring charges apply and the Switch As Is Charge does not.																			
Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)																			
Optional Features & Functions:																			
MULTIPLEXERS																			

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2 Exh. B				
CATEGORY	RATE ELEMENTS		Interi m	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	OSS Rates (\$)				
												SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	12.45									
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	16.27									
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	21.28									
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1	I	1	UHL	UHL2W	12.45									
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2	I	2	UHL	UHL2W	16.27									
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3	I	3	UHL	UHL2W	21.28									
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
		4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	16.02									
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	20.93									
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	27.37									
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1	I	1	UHL	UHL4W	16.02									
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2	I	2	UHL	UHL4W	20.93									
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3	I	3	UHL	UHL4W	27.37									
4-WIRE DS1 DIGITAL LOOP																
		4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	66.39									
		4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	86.71									
		4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	113.38									
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
		High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	10.57									
		High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	430.38									
		High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	10.57									
		High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	447.75									
UNBUNDLED DEDICATED TRANSPORT																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.41									
		Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination			U1TD1	U1TF1	89.54									
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	2.69									
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	976.34									
		Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	2.69									
		Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	976.70									
		Local Channel - Dedicated - 2-Wire Voice Grade - Zone 1		1	ULDVX, UNCVX	ULDV2	19.76									
		Local Channel - Dedicated - 2-Wire Voice Grade - Zone 2		2	ULDVX, UNCVX	ULDV2	25.81									
		Local Channel - Dedicated - 2-Wire Voice Grade - Zone 3		3	ULDVX, UNCVX	ULDV2	33.74									

UNBUNDLED NETWORK ELEMENTS - Tennessee

CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	OSS Rates (\$)					
											SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Local Channel - Dedicated - 2-Wire Voice Grade Rev. Bat. - Zone 1		1	ULDVX	ULDR2	19.76										
	Local Channel - Dedicated - 2-Wire Voice Grade Rev. Bat. - Zone 2		2	ULDVX	ULDR2	25.81										
	Local Channel - Dedicated - 2-Wire Voice Grade Rev. Bat. - Zone 3		3	ULDVX	ULDR2	33.74										
	Local Channel - Dedicated - 4-Wire Voice Grade - Zone 1		1	ULDVX, UNCVX	ULDV4	20.91										
	Local Channel - Dedicated - 4-Wire Voice Grade - Zone 2		2	ULDVX, UNCVX	ULDV4	27.30										
	Local Channel - Dedicated - 4-Wire Voice Grade - Zone 3		3	ULDVX, UNCVX	ULDV4	35.71										
	Local Channel - Dedicated - DS1 - Zone 1		1	ULDD1, UNC1X	ULDF1	41.68										
	Local Channel - Dedicated - DS1 - Zone 2		2	ULDD1, UNC1X	ULDF1	54.43										
	Local Channel - Dedicated - DS1 - Zone 3		3	ULDD1, UNC1X	ULDF1	71.17										
	Local Channel - Dedicated - DS3 - Per Mile per month			ULDD3, UNC3X	1L5NC	8.22										
	Local Channel - Dedicated - DS3 - Facility Termination			ULDD3, UNC3X	ULDF3	703.00										
	Local Channel - Dedicated - STS-1- Per Mile per month			ULDS1, UNCSX	1L5NC	8.22										
	Local Channel - Dedicated - STS-1 - Facility Termination			ULDS1, UNCSX	ULDFS	689.53										
ENHANCED EXTENDED LINK (EELs) AND THEIR COMPONENTS																
NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.																
NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.																
2-WIRE VOICE GRADE LOOP FOR USE IN A COMBINATION																
	2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	19.04										
	2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	24.87										
	2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	32.52										
	Voice Grade COCI - Per Month			UNCVX	1D1VG	1.05										
4-WIRE VOICE GRADE LOOP FOR USE IN A COMBINATION																
	4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	28.40										
	4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	37.10										
	4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	48.51										
	Voice Grade COCI in combination - per month			UNCVX	1D1VG	1.05										
4-WIRE 56 KBPS DIGITAL LOOP FOR USE IN A COMBINATION																
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	35.76										
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	46.70										
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	61.08										
	OCU-DP COCI (data) per month (2.4-64kbs)			UNCDX	1D1DD	1.05										
4-WIRE 64 KBPS DIGITAL LOOP FOR USE IN A COMBINATION																
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	35.76										
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	46.70										
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	61.08										
	OCU-DP COCI (data) - in combination - per month (2.4-64kbs)			UNCDX	1D1DD	1.05										
2-WIRE ISDN LOOP FOR USE IN COMBINATION																
	2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	25.55										
	2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	33.37										
	2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	43.64										
	2-wire ISDN COCI (BRITE) - in combination - per month			UNCNX	UC1CA	3.73										
4-WIRE DS1 DIGITAL LOOP FOR USE IN A COMBINATION																
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	66.39										
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	86.71										
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	113.38										
	DS1 COCI in combination per month			UNC1X	UC1D1	20.22										
2 WIRE VOICE GRADE INTEROFFICE TRANSPORT FOR USE IN A COMBINATION																
	Interoffice Transport - 2-wire VG - Dedicated- Per Mile Per Month			UNCVX	1L5XX	0.02										
	Interoffice Transport - 2-wire VG - Dedicated - Facility Termination per month			UNCVX	U1TV2	25.06										
4 WIRE VOICE GRADE INTEROFFICE TRANSPORT FOR USE IN A COMBINATION																
	Interoffice Transport - 4-wire VG - Dedicated - Per Mile Per Month			UNCVX	1L5XX	0.02										
	Interoffice Transport - 4-wire VG - Dedicated - Facility Termination per month			UNCVX	U1TV4	31.40										

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2 Exh. B				
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	OSS Rates (\$)				
												SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		DS1 INTEROFFICE TRANSPORT FOR COMBINATION														
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.41									
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	89.54									
		1/0 Channelization System in combination Per Month			UNC1X	MQ1	92.89									
		DS3 INTEROFFICE TRANSPORT FOR USE IN A COMBINATION														
		Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month			UNC3X	1L5XX	2.69									
		Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TF3	983.22									
		STS-1 INTEROFFICE TRANSPORT FOR USE IN COMBINATION														
		Interoffice Transport - Dedicated - STS-1 combination - Per Mile Per Month			UNCSX	1L5XX	2.69									
		3/1 Channel System in combination per month			UNCSX	MQ3	256.43									
		4-WIRE 56 KBPS DIGITAL LOOP WITH 56 KBPS INTEROFFICE TRANSPORT														
		4-wire 56 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL56	35.76									
		4-wire 56 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL56	46.70									
		4-wire 56 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL56	61.08									
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile per month			UNCDX	1L5XX	0.02									
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination per month			UNCDX	U1TD5	24.37									
		4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT														
		4-wire 64 kbps Local Loop in Combination - Zone 1		1	UNCDX	UDL64	35.76									
		4-wire 64 kbps Local Loop in Combination - Zone 2		2	UNCDX	UDL64	46.70									
		4-wire 64 kbps Local Loop in Combination - Zone 3		3	UNCDX	UDL64	61.08									
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile per month			UNCDX	1L5XX	0.02									
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination per month			UNCDX	U1TD6	24.37									
		4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT														
		4-wire 56 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL56	35.76									
		4-wire 56 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL56	46.70									
		4-wire 56 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL56	61.08									
		4-wire 56 kbps Interoffice Transport - Dedicated - Per Mile per month			UNCDX	1L5XX	0.02									
		4-wire 56 kbps Interoffice Transport - Dedicated - Facility Termination per month			UNCDX	U1TD5	24.37									
		4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT														
		4-wire 64 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL64	35.76									
		4-wire 64 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL64	46.70									
		4-wire 64 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL64	61.08									
		4-wire 65 kbps Interoffice Transport - Dedicated - Per Mile per month			UNCDX	1L5XX	0.02									
		4-wire 64 kbps Interoffice Transport - Dedicated - Facility Termination per month			UNCDX	U1TD6	24.37									
		DS1 DIGITAL LOOP AND DS1 INTEROFFICE TRANSPORT														
		4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	66.39									
		4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	86.71									
		4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	113.38									
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.41									
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	89.54									
		DS3 DIGITAL LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT														
		DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	10.57									
		DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	429.49									

UNBUNDLED NETWORK ELEMENTS - Tennessee											Attachment: 2 Exh. B						
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	OSS Rates (\$)					
												SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	2.69										
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	983.22										
	STS-1 DIGITAL LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT																
		STS-1 Local Lolo in combination - per mile per month			UNCSX	1L5ND	10.57										
		STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS1	453.74										
		Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	2.69										
		Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	976.70										
ADDITIONAL NETWORK ELEMENTS																	
When used as a part of a currently combined facility, the non-recurring charges do not apply, but a Switch As Is charge does apply.																	
When used as ordinarily combined network elements in All States, the non-recurring charges apply and the Switch As Is Charge does not.																	
Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)																	
Optional Features & Functions:																	
		Clear Channel Capability Extended Frame Option - per DS1	I		U1TD1, ULDD1, UNC1X	CCOEF		0.00	0.00	0.00	0.00						
		Clear Channel Capability Super FrameOption - per DS1	i		U1TD1, ULDD1, UNC1X	CCOSF		0.00	0.00	0.00	0.00						
		Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC		185.16	23.85	2.03	0.79						
		C-bit Parity Option - Subsequent Activity - per DS3	i		U1TD3, ULDD3, UE3, UNC3X	NRCC3		219.46	7.68	0.7637	0.00						
MULTIPLEXERS																	
		DS1 to DS0 Channel System per month			UNC1X	MQ1	92.89										
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for a Local Loop			UDL	1D1DD	2.09										
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	2.09										
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System - per month for a Local Loop			UDN	UC1CA	3.56										
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	3.56										
		Voice Grade COCI - DS1 to DS0 Channel System - per month used for a Local Loop			UEA	1D1VG	1.05										
		Voice Grade COCI - DS1 to DS0 Channel System - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	1.05										
		DS3 to DS1 Channel System per month			UNC3X	MQ3	256.43										
		STS-1 to DS1 Channel System per month			UNCSX	MQ3	256.43										
		DS1 COCI used with Loop per month			USL	UC1D1	20.22										
		DS1 COCI (used for connection to a channelized DS1 Local Channel in the same SWC as collocation) per month			U1TUA	UC1D1	20.22										
		DS1 COCI used with Interoffice Channel per month			U1TD1	UC1D1	20.22										
		DS3 Interface Unit (DS1 COCI) used with Local Channel per month			ULDD1	UC1D1	20.22										

ATTACHMENT 3
NETWORK INTERCONNECTION

TABLE OF CONTENTS

1. GENERAL.....	3
2. DEFINITIONS: (FOR THE PURPOSE OF THIS ATTACHMENT)ERROR!	BOOKMARK NOT DEFINED.
3. NETWORK INTERCONNECTION.....	3
4. INTERCONNECTION TRUNK GROUP ARCHITECTURES.....	5
5. NETWORK DESIGN AND MANAGEMENT FOR INTERCONNECTION.....	12
6. LOCAL DIALING PARITY.....	16
7. INTERCONNECTION COMPENSATION	16
8. OPERATIONAL SUPPORT SYSTEMS (OSS).....	21
Rates	Exhibit A
Basic Architecture	Exhibit B
One Way Architecture	Exhibit C
Two Way Architecture	Exhibit D
Supergroup Architecture	Exhibit E
Definitions	Exhibit F

NETWORK INTERCONNECTION

1. GENERAL

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

2. ATTACHMENT 3 DEFINITIONS ARE LOCATED IN EXHIBIT F TO THIS ATTACHMENT

3. NETWORK INTERCONNECTION

- 3.1 This Attachment pertains only to the provision of network interconnection where Comcast Phone owns, leases from a third party or otherwise provides its own switch(es) its switch(s).
- 3.2 Network interconnection shall be provided by the Parties at any technically feasible point within BellSouth's network. Requests to BellSouth for interconnection at points other than as set forth in this Attachment may be made through the Bona Fide Request/New Business Request process set out in this Agreement.
- 3.2.1 Each Party is responsible for providing, engineering and maintaining the network on its side of the IP. The IP must be located within BellSouth's serving territory in the LATA in which traffic is originating. The IP determines the point at which the originating Party shall pay the terminating Party for the Call Transport and Termination of Local Traffic and ISP-bound Traffic.
- 3.2.2 Pursuant to the provisions of this Attachment, the location of the IP(s) in a given LATA shall be established by mutual agreement of the Parties. Subject to the requirements for installing additional IPs, as set forth below, any IPs existing prior to the Effective Date of the Agreement will be accepted as initial IPs and will not require re-grooming. When the Parties mutually agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic and ISP-bound Traffic between each other, the Parties shall mutually agree to the location of IP(s). If the Parties are unable to agree to a mutual initial IP, each Party, as originating Party, shall establish a single IP in the LATA for the delivery of its originated Local Traffic and ISP-bound Traffic to the other Party for Call Transport and Termination by the terminating Party. Construction of facilities shall be in accordance with applicable law.
- 3.2.3 When establishing interconnection arrangements in each LATA, the location of the IP(s) shall be established by mutual agreement of the Parties. In selecting the IP, both Parties will act in good faith in selecting a point that complies with applicable law. If the Parties are unable to agree on the location of the IP, each Party will designate IPs for its originated traffic. Additional IP(s) in a LATA may be established by mutual agreement of the Parties. Notwithstanding the foregoing, additional IP(s) in a particular LATA shall be established, at the

request of either Party, when the Local Traffic and ISP-bound Traffic exceeds 8.9 million minutes per month (i.e., DS3) for three consecutive months at the proposed location of the additional IP. BellSouth will not request the establishment of an IP where physical or virtual collocation space is not available or where BellSouth fiber connectivity is not available. When the Parties agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic, the location of the IP(s) shall be at the mutual agreement of the Parties.

- 3.2.4 With the exception of the Billing Point of Interface, Multiplexing compensation and Transit Traffic compensation, the Parties shall institute a “bill and keep” compensation plan under which neither Party will charge the other Party recurring or nonrecurring charges for trunks (one-way or two-way) and associated dedicated facilities for the exchange of Local Traffic (non-transit) or ISP-bound Traffic. Each Party has the obligation to install the appropriate trunks and associated facilities on its respective side of the Interconnection Point and is responsible for bearing its own costs on its side of the Point of Interface. Both Parties, as appropriate, shall be compensated for the ordering of trunks and facilities used exclusively for Transit Traffic and for ancillary traffic types including, but not limited to, 911 and OS/DA. The Parties agree that charges for such trunks and facilities are as set for in Exhibit A to this Attachment or the applicable tariff. In the event that a Party chooses to lease facilities from the other Party in lieu of installing facilities on its side of the Interconnection Point as required by this agreement, such facilities are not subject to “bill and keep”, but shall be purchased in accordance with 3.3.1 and 3.3.2 below.

3.3 **Interconnection via Dedicated Facilities**

- 3.3.1 **Local Channel Facilities.** In lieu of providing facilities on its side of the Interconnection Point, the originating Party may obtain Local Channel facilities from the terminating Party. The percentage of Local Channel facilities utilized for Local Traffic shall be determined based upon the application of the Percent Local Facility (“PLF”) Factor, as defined below in Section 7.3.2, on a statewide basis. The charges applied to the percentage of Local Channel facilities used for Local Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. The remaining percentage of Local Channel facilities shall be billed at BellSouth’s applicable access tariff rates.

- 3.3.2 **Dedicated Interoffice Facilities.** In lieu of providing facilities on its side of the Interconnection Point, the originating Party may obtain Dedicated Interoffice Facilities from the terminating Party. The percentage of Dedicated Interoffice Facilities utilized for Local Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor as defined below in Section 7.3.2, on a statewide basis. The charges applied to the percentage of the Dedicated Interoffice Facilities used for Local Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. The remaining percentage of the Dedicated Interoffice Facilities shall be billed at BellSouth’s applicable access tariff rates. .

- 3.3.3 The facilities purchased pursuant to this Section 3 shall be ordered via the Access Service Request (“ASR”) process.

- 3.3.4 For the purpose of this Attachment 3, Local Channel is defined as a switch transport facility between a Party's Point of Presence and its designated serving wire center.
- 3.3.5 For the purpose of this Attachment 3, Serving Wire Center is defined as the wire center owned or leased by one Party from which the other Party would normally obtain dial tone for its Point of Presence.
- 3.3.6 For the purpose of this Attachment 3, Dedicated Interoffice Facility is defined as a switch transport facility between a Party's designated serving wire center and the first point of switching on the other Party's common (shared) network.
- 3.4 **Fiber Meet**
- 3.4.1 If Comcast Phone elects to interconnect with BellSouth pursuant to a Fiber Meet, Comcast Phone and BellSouth shall jointly engineer, operate and maintain a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their transmission and routing of Local Traffic via a Local Channel at either the DS1 or DS3 level. The Parties shall work together to determine the specific SONET transmission system. However, Comcast Phone's SONET transmission system must be compatible with BellSouth's equipment in the Serving Wire Center. The Data Communications Channel (DCC) must be turned off. Each Party reserves the right to determine the equipment it employs for service.
- 3.4.2 Each Party, at its own expense, shall procure, install and maintain the agreed upon SONET transmission system in its network.
- 3.4.3 The Parties shall agree to a Fiber Meet point between the BellSouth Serving Wire Center and the Comcast Phone Serving Wire Center. The Parties shall deliver their fiber optic facilities to the Fiber Meet point with sufficient spare length to reach the fusion splice point for the Fiber Meet Point. BellSouth shall, at its own expense, provide and maintain the fusion splice point for the Fiber Meet. A building type Common Language Location Identification ("CLLI") code will be established for each Fiber Meet point. All orders for interconnection facilities from the Fiber Meet point shall indicate the Fiber Meet point as the originating point for the facility.
- 3.4.4 Upon verbal notification by Comcast Phone, BellSouth shall allow Comcast Phone access to the fusion splice point for the Fiber Meet point for maintenance purposes on Comcast Phone's side of the Fiber Meet point.
- 3.4.5 Neither Party shall charge the other for its Local Channel portion of the Fiber Meet facility used exclusively for Local Traffic. All other appropriate charges will apply. Comcast Phone shall be billed for a mixed use of the Local Channel as set forth in the appropriate tariff(s) using the PIU/PLF factors supplied by Comcast Phone. Charges for switched and special access services shall be billed in accordance with the applicable access service tariff.

4. INTERCONNECTION TRUNK GROUP ARCHITECTURES

- 4.1 BellSouth and Comcast Phone shall establish interconnecting trunk groups and trunk group configurations between networks, including the use of one-way or two-way trunks in accordance with the following provisions set forth in this Agreement. For trunking purposes, traffic will be routed based on the digits dialed by the originating end user and in accordance with the LERG.
- 4.2 Comcast Phone shall establish an interconnection trunk group(s) to at least one BellSouth access tandem within the LATA for the delivery of Comcast Phone's originated Local Traffic and for the receipt and delivery of Transit Traffic. To the extent Comcast Phone desires to deliver Local Traffic and/or Transit Traffic to BellSouth access tandems within the LATA, other than the tandems(s) to which Comcast Phone has established interconnection trunk groups, Comcast Phone shall order Multiple Tandem Access, as described in this Attachment, to such other BellSouth access tandems.
- 4.2.1 Notwithstanding the forgoing, Comcast Phone shall establish an interconnection trunk group(s) to all BellSouth access and local tandems in the LATA where Comcast Phone has homed (i.e. assigned) its NPA/NXXs. Comcast Phone shall home its NPA/NXXs on the BellSouth tandems that serve the exchange rate center areas to which the NPA/NXXs are assigned. The specified exchange rate center assigned to each BellSouth tandem is defined in the LERG. Comcast Phone shall enter its NPA/NXX access and/or local tandem homing arrangements into the LERG.
- 4.3 Switched access traffic will be delivered to and from Interexchange Carriers (IXCs) based on Comcast Phone's NXX access tandem homing arrangement as specified by Comcast Phone in the LERG.
- 4.4 Any Comcast Phone interconnection request that (1) deviates from the interconnection trunk group architectures as described in this Agreement, (2) affects traffic delivered to Comcast Phone from a BellSouth switch, and (3) requires special BellSouth switch translations and other network modifications will require Comcast Phone to submit a Bona Fide Request (BFR) via the BFR Process as set forth in this Agreement.
- 4.5 Recurring and non-recurring rates associated with interconnecting trunk groups between BellSouth and Comcast Phone are set forth in Exhibit A. To the extent a rate for a service purchased by Comcast Phone and associated with the interconnecting trunk group is not set forth in Exhibit A, the rates shall be as set forth in the appropriate BellSouth interstate and intrastate tariffs for switched access services. To the extent a rate for a service requested by BellSouth or Comcast Phone, and associated with the interconnecting trunk group is not set forth in Exhibit A, the Parties shall amend the Agreement to include rates, terms, and conditions for such service.
- 4.6 Comcast Phone shall be responsible for ordering any two-way trunks carrying Transit Traffic.

- 4.7 All trunk groups will be provisioned as Signaling System 7 (SS7) capable where technically feasible. If SS7 is not technically feasible multi-frequency (MF) protocol signaling shall be used.
- 4.8 In cases where Comcast Phone is also an IXC, the IXC's Feature Group D (FG D) trunk group(s) must remain separate from the local interconnection trunk group(s).
- 4.9 Each Party shall order interconnection trunks and trunk group including trunk and trunk group augmentations via the ASR process. A Firm Order Confirmation (FOC) shall be returned to the ordering Party, after receipt of a valid, error free ASR, within the timeframes set forth in each state's applicable Performance Measures. The ordering party shall be timely notified in the event that an ASR is deemed to be invalid. In addition, the receiving Party will issue a Design Layout Record ("DLR"), if appropriate, to the ordering Party within the same timeframe as the FOC is returned if the Party has a mechanized receipt process. If the FOC and/or the DLR are not received within each state's applicable timeframe, then both Parties agree to escalate within the respective network and operations organizations as appropriate. Notwithstanding the foregoing, blocking situations and projects shall be managed through BellSouth's Local Interconnection Switching Center (LISC) Project Management Group and Comcast Phone's equivalent trunking group, and FOCs for such orders shall be returned in the timeframes applicable to the project. A project is defined as (1) a new trunk group or (2) a request for more than 192 trunks on a single or multiple group(s) in a given BellSouth local calling area, or (3) new switch deployments for switches deployed by either Party. The Parties agree to jointly plan and coordinate new projects.

4.10 **Interconnection Trunk Groups for Exchange of Local Traffic and Transit Traffic**

Upon mutual agreement of the Parties in a joint planning meeting, the Parties' shall exchange Local Traffic on two-way interconnection trunk group(s) with the quantity of trunks being mutually determined and the provisioning being jointly coordinated. Furthermore, the Parties shall agree upon the IP(s) for two-way interconnection trunk groups transporting both Parties' Local Traffic. Comcast Phone shall order such two-way trunks via the Access Service Request (ASR) process. BellSouth will use the Trunk Group Service Request (TGSR) to request changes in trunking. Furthermore, semi-annually the Parties shall jointly review trunk performance and BellSouth shall assist in the development of Comcast Phone's trunking forecast.. The Parties' use of two-way interconnection trunk groups for the transport of Local Traffic between the Parties does not preclude either Party from establishing additional one-way interconnection trunks for the delivery of its originated Local Traffic to the other Party.

4.10.1 **BellSouth Access Tandem Interconnection**

BellSouth access tandem interconnection at a single access tandem provides access to those end offices subtending that access tandem ("Intratandem Access").

Access tandem interconnection is available for any of the following access tandem architectures.

4.10.1.1 **Basic Architecture**

In the basic architecture, Comcast Phone's originating Local Traffic and originating and terminating Transit Traffic is transported on a single two-way trunk group between Comcast Phone and BellSouth access tandem(s) within a LATA to provide Intratandem Access. This trunk group carries Transit Traffic between Comcast Phone and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Comcast Phone desires to exchange traffic. This trunk group also carries Comcast Phone originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. For billing identification purposes, the Parties agree to hand off Calling Party Number (CPN) where technically feasible. BellSouth originated Local Traffic is transported on a separate single one-way trunk group terminating to Comcast Phone. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The basic Architecture is illustrated in Exhibit B.

4.10.1.2 **One-Way Trunk Group Architecture**

In one-way trunk group architecture, the Parties interconnect using three separate trunk groups. A one-way trunk group provides Intratandem Access for Comcast Phone-originated Local Traffic destined for BellSouth end-users. A second one-way trunk group carries BellSouth-originated Local Traffic destined for Comcast Phone end-users.

4.10.1.2.1 A two-way trunk group provides Intratandem Access for Comcast Phone's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between Comcast Phone and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Comcast Phone desires to exchange traffic. This trunk group also carries Comcast Phone originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem.

4.10.1.2.2 Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The one-way trunk group architecture is illustrated in Exhibit C.

4.10.1.3 **Two-Way Trunk Group Architecture**

The two-way trunk group Architecture establishes one two-way trunk group to provide Intratandem Access for the exchange of Local Traffic between Comcast

Phone and BellSouth. In addition, a separate two-way transit trunk group must be established for Comcast Phone's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between Comcast Phone and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Comcast Phone desires to exchange traffic. This trunk group also carries Comcast Phone originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Upon prior notification, BellSouth originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to Comcast Phone. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The two-way trunk group architecture is illustrated in Exhibit D.

4.10.1.4 **Supergroup Architecture**

The Parties may establish a supergroup architecture. In the supergroup architecture, the Parties' Local Traffic and Comcast Phone's Transit Traffic are exchanged on a single two-way trunk group between Comcast Phone and BellSouth to provide Intratandem Access to Comcast Phone. This trunk group carries Transit Traffic between Comcast Phone and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Comcast Phone desires to exchange traffic. This trunk group also carries Comcast Phone originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Upon prior notification, BellSouth originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to Comcast Phone. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The supergroup architecture is illustrated in Exhibit E.

4.10.1.5 **Multiple Tandem Access Interconnection**

4.10.1.5.1 **Where Comcast Phone does not choose access tandem interconnection at every BellSouth access tandem within a LATA, Comcast Phone may utilize BellSouth's multiple tandem access interconnection (MTA). To utilize MTA Comcast Phone must establish an interconnection trunk group(s) at a BellSouth access tandem through multiple BellSouth access tandems within the LATA as required. BellSouth will route Comcast Phone's originated Local Traffic for LATA wide transport and termination. Comcast Phone must also establish an interconnection trunk group(s) at all BellSouth access tandems where Comcast Phone NXXs are homed as described in Section 4.2.1 above. If Comcast Phone does not have**

NXXs homed at any particular BellSouth access tandem within a LATA and elects not to establish an interconnection trunk group(s) at such BellSouth access tandem, Comcast Phone can order MTA in each BellSouth access tandem within the LATA where it does have an interconnection trunk group(s) and BellSouth will terminate Comcast Phone's Local Traffic to end-users served through those BellSouth access tandems where Comcast Phone does not have an interconnection trunk group(s).

- 4.10.1.5.2 Comcast Phone may also utilize MTA to route its originated Transit Traffic; provided, however, that MTA may not be utilized to route switched access traffic that transits the BellSouth network to an Interexchange Carrier (IXC). Switched access traffic originated by or terminated to Comcast Phone will be delivered to and from IXCs based on Comcast Phone's NXX access tandem homing arrangement as specified by Comcast Phone in the LERG.
- 4.10.1.5.3 Compensation for MTA shall be at the applicable tandem switching and transport charges specified in Exhibit A to this Attachment and shall be billed in addition to any Call Transport and Termination charges.
- 4.10.1.5.4 To the extent Comcast Phone does not purchase MTA in a LATA served by multiple access tandems, Comcast Phone must establish an interconnection trunk group(s) to every access tandem in the LATA to serve the entire LATA. To the extent Comcast Phone routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA, Comcast Phone shall pay BellSouth the associated MTA charges.

4.10.2 **Local Tandem Interconnection**

- 4.10.2.1 Local Tandem Interconnection arrangement allows Comcast Phone to establish an interconnection trunk group(s) at BellSouth local tandems for: (1) the delivery of Comcast Phone-originated Local Traffic transported and terminated by BellSouth to BellSouth end offices served by those BellSouth local tandems, and (2) for local Transit Traffic transported by BellSouth for third party network providers who have also established an interconnection trunk group(s) at those BellSouth local tandems.
- 4.10.2.2 When a specified local calling area is served by more than one BellSouth local tandem, Comcast Phone must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, Comcast Phone may choose to establish an interconnection trunk group(s) at the BellSouth local tandems where it has no NPA/NXX codes homed. Comcast Phone may deliver Local Traffic to a "home" BellSouth local tandem that is destined for other BellSouth or third party network provider end offices subtending other BellSouth local tandems in the same local calling area where Comcast Phone does not choose to establish an interconnection trunk group(s). It is Comcast Phone's responsibility to enter its own NPA/NXX local tandem homing arrangements into the LERG either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to Comcast Phone's codes. Likewise, each Party Comcast Phone shall obtain its routing information from the LERG.

4.10.2.3 Notwithstanding establishing an interconnection trunk group(s) to BellSouth's local tandems, Comcast Phone must also establish an interconnection trunk group(s) to BellSouth access tandems within the LATA on which Comcast Phone has NPA/NXXs homed for the delivery of Interexchange Carrier Switched Access (SWA) and toll traffic, and traffic to Type 2A CMRS connections located at the access tandems. BellSouth shall not switch SWA traffic through more than one BellSouth access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the BellSouth access tandem for completion.

4.10.3 **Direct End Office-to-End Office Interconnection**

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

4.10.3.2 The Parties shall utilize direct end office-to-end office trunk groups under any one of the following conditions:

4.10.3.2.1 Tandem Exhaust - If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure delivery of traffic between Comcast Phone and BellSouth.

4.10.3.2.2 Traffic Volume – The Parties agree to monitor the amount of tandem routed traffic between Comcast Phone's switch and a BellSouth end office and where such traffic exceeds or is forecasted to exceed a single DS1 of traffic per month for three (3) consecutive months, the Parties shall install and retain direct end office trunking sufficient to handle such traffic volumes. Either Party will install additional capacity between such points when overflow traffic exceeds or is forecasted to exceed a single DS1 of traffic per month for three (3) consecutive months. In the case of one-way trunking, additional facilities and trunking shall only be required by the Party whose trunking has achieved the preceding usage threshold.

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

4.10.4 **Transit Traffic Trunk Group**

Transit Traffic trunks can either be two-way trunks or two one-way trunks ordered by Comcast Phone to deliver and receive Transit Traffic. Establishing Transit Traffic trunks at BellSouth access and local tandems provides Intratandem Access to the third parties also interconnected at those tandems.

4.10.4.1 **Toll Free Traffic**

4.10.4.1.1 If Comcast Phone chooses BellSouth to perform the Service Switching Point ("SSP") Function (i.e., handle Toll Free database queries) from BellSouth's switches, all Comcast Phone originating Toll Free traffic will be routed over the Transit Traffic Trunk Group and shall be delivered using GR-394 format. Carrier

Code “0110” and Circuit Code (to be determined for each LATA) shall be used for all such calls.

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

- 4.10.5 All post-query Toll Free calls for which Comcast Phone performs the SSP function, if delivered to BellSouth, shall be delivered using GR-394 format for calls destined to IXCs, and GR-317 format for calls destined to end offices that directly subtend a BellSouth access tandem within the LATA.

5. NETWORK DESIGN AND MANAGEMENT FOR INTERCONNECTION

- 5.1 Network Management and Changes. The Parties will exchange toll-free twenty-four (24) hour maintenance contact numbers and escalation procedures. The Parties will provide public notice of network changes in accordance with applicable federal and state rules and regulations.

- 5.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Telcordia Standard No. GR- 00499-CORE. Where Comcast Phone chooses to utilize Signaling System 7 signaling, also known as Common Channel Signaling (“SS7”), SS7 connectivity is required between the Comcast Phone switch and the BellSouth Gateway Signaling Transfer Point (“GSTP”). BellSouth will provide SS7 signaling using Common Channel Signaling Access Capability in accordance with the technical specifications set forth in TR73554, the BellSouth Guidelines to Technical Publication, GR-000905-CORE. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall provide calling number ID (Calling Party Number) when technically feasible.

- 5.2.1 BellSouth will make available to Comcast Phone, as needed, 64 Kbps Clear Channel Capability (“64K CCC”) trunks. Upon receipt of the Comcast Phone’s

initial forecast of 64K CCC quantities, the Parties will begin joint planning for the engineering, procurement, and installation of the segregated 64K CCC Local Interconnection Trunk Groups, and the associated Bipolar 8 Zero Substitution (B8ZS) ESF facilities, for the sole purpose of transmitting 64K CCC data calls between Comcast Phone and BellSouth. In no case will these trunks be used for voice calls. Where such trunks and/or additional equipment is required, such equipment and trunks will be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for IXC, CLEC, or BellSouth internal customer demand for 64K CCC trunks. Where technically feasible and by mutual agreement, these trunks will be established as two-way.

- 5.2.2 At Comcast Phone's request BellSouth will engineer all interconnection trunks between BellSouth and Comcast Phone to a 6 dB of digital pad configuration. BellSouth and Comcast Phone will cooperatively work to identify and convert all existing interconnection trunks to a 6 dB of digital pad configuration. Comcast Phone will waive any claims, damages, actions or causes of action that may result or result from the use of a 6 dB of digital pad configuration for interconnection trunks between BellSouth and Comcast Phone. Further, Comcast Phone shall indemnify BellSouth in regards to all claims, damages, action or causes of action brought by any third party that may result or result from the use of a 6dB of digital pad configuration for interconnection trunks between BellSouth and Comcast Phone.
- 5.3 Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that each Party provides to each other will be at least equal in quality to what it provides to itself and any subsidiary or Affiliate, where technically feasible, or to any other Party to which each Party provides local interconnection.
- 5.3.1 A Designed blocking Objective (DBO) of one half of one percent (.005) during the Average Time Consistent Busy Hour (TCBH) for final trunk groups between a Comcast Phone end office and a BellSouth access tandem carrying traffic subject to meet point billing shall be maintained. All other final trunk groups are to be engineered with a DBO of one- percent (.01) during the Average TCBH.
- 5.4 Network Management Controls. Both Parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls (e.g., call gapping or other methods) to alleviate or prevent network congestion.
- 5.5 SS7 Signaling. Both Parties will utilize LEC-to-LEC SS7 Signaling, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All SS7 signaling parameters will be provided, including but not limited to automatic number identification ("ANI"), originating line information ("OLI") calling company category and charge number. All privacy indicators will be honored, and the

Parties will exchange Transactional Capabilities Application Part (“TCAP”) messages to facilitate full interoperability of SS7-based features between the respective networks. Neither Party shall alter the SS7 parameters, or be a party to altering such parameters, or knowingly pass SS7 parameters that have been altered in order to circumvent appropriate interconnection charges.

- 5.6 Signaling Call Information. BellSouth and Comcast Phone will send and receive 10 digits for Local Traffic. Additionally, BellSouth and Comcast Phone will exchange the proper call information, i.e. originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.

5.7 **Forecasting for Trunk Provisioning**

- 5.7.1 The Parties shall work cooperatively to manage the capacity of Local Interconnection Trunk Groups. Either Party may send the other an error-free ASR to initiate changes to the Local Interconnection Trunk Groups that the ordering Party controls based on the ordering Party’s capacity assessment. Comcast Phone shall provide revised trunk forecasts for all one-way (1-way) and two-way (2-way) trunk groups every six (6) months. Comcast Phone agrees to provide an initial interconnection trunk group forecast for each new LATA in which it plans to provide service within BellSouth’s region. Upon receipt of Comcast Phone’s forecast, the Parties shall conduct a joint planning meeting to finalize a joint interconnection trunk group forecast. Each forecast provided under this Section shall be deemed “Confidential Information” under the General Terms and Conditions of this Agreement.

- 5.7.1.1 At a minimum, the forecast shall include the projected quantity of Transit Trunks, Comcast Phone-to-BellSouth one-way trunks (“Comcast Phone Trunks”), BellSouth-to-Comcast Phone one-way trunks (“Reciprocal Trunks”) and/or two-way interconnection trunks, if the Parties have agreed to interconnect using two-way trunking to transport the Parties’ Local Traffic and IntraLATA Toll Traffic. The quantities shall be projected for a minimum of six months and shall include an estimate of the current year plus the next two years total forecasted quantities. The Parties shall mutually develop Reciprocal Trunk and/or two-way interconnection trunk forecast quantities.

- 5.7.1.2 All forecasts shall include, at a minimum, Access Carrier Terminal Location (“ACTL”), trunk group type (local/intraLATA toll, Transit, Operator Services, 911, etc.), A location/Z location (CLLI codes for Comcast Phone location and BellSouth location where the trunks shall terminate), interface type (e.g., DS1), Direction of Signaling, Trunk Group Number, if known, (commonly referred to as the 2-6 code) and forecasted trunks in service each year (cumulative).

- 5.7.2 The Parties shall use commercially reasonable efforts to make the forecasts as accurate as possible based on reasonable engineering criteria. The Parties shall continue to develop Reciprocal Trunk and/or two-way interconnection trunk forecasts as described in Section 5.7.1.1.

5.7.3 The submitting and development of interconnection trunk forecasts shall not replace the ordering process for local interconnection trunks. Each Party shall exercise its best efforts to provide the quantity of interconnection trunks mutually forecasted. However, the provision of the forecasted quantity of interconnection trunks is subject to trunk terminations and facility capacity existing at the time the trunk order is submitted. Furthermore, the receipt and development of trunk forecasts does not imply any liability for failure to perform if capacity (trunk terminations or facilities) is not available for use at the forecasted time.

5.8 **Trunk Utilization**

5.8.1 BellSouth and Comcast Phone shall monitor traffic on each interconnection trunk group that is installed pursuant to the interconnection trunk requirements and subsequent forecasts. The Parties agree to review on a quarterly basis the capacity utilization during the most recent quarter of the traffic study period. Unless the Parties otherwise agree, if a final trunk group is under eighty percent (80%) of the CCS capacity on a monthly average basis, for each month of any three (3) consecutive month period, either Party may provide written notice to the other requesting to resize the trunk group. Upon agreement of reciprocal trunk quantities required, BellSouth shall issue a reciprocal ASR. When additional capacity is required to reduce measured blocking to objective design levels, an ASR will be issued promptly upon discover of blocking by the appropriate Party. The ASR-sending Party shall note "Blocking" on the ASR. If Comcast Phone is the ASR-sending Party, then Comcast Phone will notify the BellSouth Local Interconnection Service Center Project Manager. If BellSouth is the ASR-sending Party, then BellSouth will notify the designated Comcast Phone representative. In all cases, grade of service objectives shall be maintained. The Party whose trunks are disconnected shall refund to the other Party associated trunk and facility charges paid by such other Party, if any

5.8.1.1 If any reciprocal trunk group is underutilized pursuant to section 5.8.1 above, BellSouth's Local Interconnection Switching Center ("LISC") project manager will notify Comcast Phone regarding the number of trunks that BellSouth wishes to disconnect. BellSouth's project manager will call Comcast Phone's designated interface, and provide the supporting information either by email or facsimile to the designated Comcast Phone interface. Comcast Phone shall provide concurrence with the disconnection in seven (7) business days or will provide specific information supporting additional traffic that it is to bring onto the trunk group. Such supporting information should include expected traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which Comcast Phone expects to need such trunks. BellSouth's LISC Project Manager and Circuit Capacity Manager will discuss the new information with Comcast Phone to determine if agreement can be reached on the number of trunks to be removed. Both Parties shall make good faith efforts to reach agreement on the number of trunks to be disconnected up to and including escalation to, and resolution by, the appropriate company Vice President and/or Engineering Vice President within 30 days. By so agreeing to this escalation process for excess trunk disconnection, neither Party forfeits its

right to pursue additional dispute resolution pursuant to the General Terms and Conditions of this agreement.

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

6. LOCAL DIALING PARITY

- 6.1 BellSouth and Comcast Phone shall provide local and toll dialing parity, as defined in FCC rules and regulations, with no unreasonable dialing delays. Dialing parity shall be provided for all originating telecommunications services that require dialing to route a call.

7. INTERCONNECTION COMPENSATION

7.1 Compensation for Call Transportation and Termination for Local Traffic and ISP-bound Traffic

- 7.1.1 For reciprocal compensation between the Parties pursuant to this Attachment and pursuant to the Parties Agreement on Sections 7.3 through 7.3.5 and Sections 3.3 through 3.3.2 of this Attachment, Local Traffic is defined as any circuit switched call that is originated by an end user of one Party and terminated to an end user of the other Party within a given LATA on that other Party's network, except for those calls that are originated or terminated through switched access arrangements as established by the ruling regulatory body.

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

- 7.1.2 ISP-bound Traffic is defined as calls to an information service provider or Internet service provider ("ISP") that are dialed by using a local dialing pattern (7 or 10 digits) by a calling party in one LATA to an ISP server or modem in the same LATA. ISP-bound traffic is subject to compensation to the extent provided by the FCC in its *Order on Remand and Report and Order*, CC Docket Nos. 96-98, FCC 01-31 (released April 27, 2001) ("ISP Remand Order").

- 7.1.3 Notwithstanding the definitions of Local Traffic and ISP-bound traffic above, and pursuant to the FCC's Order on Remand and Report and Order in CC Docket 99-68 released April 27, 2001 ("ISP Order on Remand"), BellSouth and Comcast Phone agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or Comcast Phone that exceeds a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered ISP-bound traffic for compensation purposes. BellSouth and Comcast Phone further agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or Comcast Phone that does not exceed a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered Local Traffic for compensation purposes.

- 7.1.4 Neither Party shall pay compensation to the other Party for per minute of use rate elements associated with the Call Transport and Termination of Local Traffic or ISP-bound Traffic.
- 7.1.4.1 The elemental rates set forth in Exhibit A of this Agreement shall apply throughout the term of this Agreement for Multiple Tandem Access, as described in Section 4.10.1.5 above, and Transit Traffic, as described in Section 7.6 below.
- 7.1.5 Neither Party shall represent Switched Access Traffic as Local Traffic or ISP-bound Traffic for purposes of determining compensation for the call.
- 7.1.6 If Comcast Phone assigns NPA/NXXs to specific BellSouth rate centers within the LATA and assigns numbers from those NPA/NXXs to Comcast Phone end users physically located outside of that LATA, BellSouth traffic originating from within the LATA where the NPA/NXXs are assigned and delivered to a Comcast Phone customer physically located outside of such LATA, shall not be deemed Local Traffic. Further, Comcast Phone agrees to identify such interLATA traffic to BellSouth and to compensate BellSouth for originating and transporting such interLATA traffic to Comcast Phone at BellSouth's switched access tariff rates. This section is not intended to conflict with the definition of Local Traffic set forth in Section 7.1.1 above.
- 7.2 If Comcast Phone does not identify such interLATA traffic to BellSouth, to the best of BellSouth's ability BellSouth will determine which whole Comcast Phone NPA/NXXs on which to charge the applicable rates for originating network access service as reflected in BellSouth's Access Service Tariff. BellSouth shall make appropriate billing adjustments if Comcast Phone can provide sufficient information for BellSouth to determine whether or not said traffic is Local Traffic.
- 7.3 **Jurisdictional Reporting**
- 7.3.1 **Percent Local Use.** Each Party shall report to the other a Percent Local Usage ("PLU") factor. The application of the PLU will determine the amount of local minutes to be billed to the other Party. For purposes of developing the PLU, each Party shall consider every local call and every long distance call, excluding Transit Traffic. Each Party shall update its PLU on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month based on local usage for the past three months ending the last day of December, March, June and September, respectively. Requirements associated with PLU calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide which can be found at the following web site:
<http://interconnection.bellsouth.com/guides/ixc/pdf/factgu.pdf>. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PLU factor, shall at the terminating Party's option be utilized to determine the appropriate local usage compensation to be paid.

- 7.3.2 **Percent Local Facility.** Each Party shall report to the other a Percent Local Facility (“PLF”) factor. The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to Multiplexing, Local Channel and Interoffice Channel Switched Dedicated Transport utilized in the provision of local interconnection trunks. Each Party shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month to be effective the first bill period the following month, respectively. Requirements associated with PLU and PLF calculation and reporting shall be as set forth in BellSouth’s Jurisdictional Factors Reporting Guide which can be found at the following web site:
<http://interconnection.bellsouth.com/guides/ixc/pdf/factgu.pdf>.
- 7.3.3 **Percent Interstate Usage.** Each Party shall report to the other the projected Percent Interstate Usage (“PIU”) factor. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth’s Intrastate Access Services Tariff will apply to Comcast Phone. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local interconnection. Each Party shall update its PIUs on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month, for all services showing the percentages of use (PIUs, PLU, and PLF) for the past three months ending the last day of December, March, June and September. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PIU and PLU factors, shall at the terminating Party’s option be utilized to determine the appropriate local usage compensation to be paid.
- 7.3.4 Notwithstanding the provisions in Section 7.3.1, 7.3.2, and 7.3.3 above, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information shall, at the terminating Party’s option, be utilized to determine the appropriate jurisdictional reporting factors (PLU, PIU, and/or PLF), in lieu of those provided by the originating Party. In the event that the terminating Party opts to utilize its own data to determine jurisdictional reporting factors, such terminating Party shall notify the originating Party at least 15 days prior to the beginning of the calendar quarter in which the terminating Party will begin to utilize its own data. Such factors shall subject to the Dispute Resolution provisions in this Agreement, as well as the Audit provisions set forth in 7.3.5 below.
- 7.3.5 **Audits.** On thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and Comcast Phone shall retain records of call detail for a minimum of nine months from which the PLU, PLF and/or PIU can be ascertained. The audit shall be conducted during normal business hours, of the Party being audited, at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar

year. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. The PLF, PLU and/or PIU shall be adjusted based upon the audit results and shall apply for the quarter the audit was completed, for the quarter prior to the completion of the audit, and for the two quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated the PLF, PLU and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.

7.4 Compensation for 8XX Traffic

7.4.1 Compensation for 8XX Traffic. Each Party shall pay the other the appropriate switched access charges set forth in the billing Parties' intrastate or interstate switched access tariffs. Each Party will pay the other Party the database query charge as set forth in the billing Parties' intrastate or interstate switched access tariffs as applicable.

7.4.2 Records for 8XX Billing. Each Party will provide to the other the appropriate records necessary for billing intraLATA 8XX customers. The records provided will be in a standard EMI format.

7.4.3 8XX Access Screening. BellSouth's provision of 8XX Toll Free Dialing ("TFD") to Comcast Phone requires interconnection from Comcast Phone to BellSouth's 8XX Signal Channel Point ("SCP"). Such interconnections shall be established pursuant to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. If Comcast Phone requires 8XX 10 digit screening from BellSouth, then Comcast Phone shall establish SS7 interconnection at the BellSouth Local Signal Transfer Points serving the BellSouth 8XX SCPs that Comcast Phone desires to query. The terms and conditions for 8XX TFD are set out in BellSouth's Intrastate Access Services Tariff.

7.5 Mutual Provision of Switched Access Service

7.5.1 Switched Access Traffic. Switched Access Traffic is described as telephone calls requiring local transmission or switching services for the purpose of the origination or termination of Telephone Toll Service. Switched Access Traffic includes, but is not limited to, the following types of traffic: Feature Group A, Feature Group B, Feature Group C, Feature Group D, toll free access (e.g., 8XX), 900 access and their successors. Additionally, any Public Switched Telephone Network interexchange telecommunications traffic, regardless of transport protocol method, where the originating and terminating points, end-to-end points, are in different LATAs, or are in the same LATA and the Parties' Switched Access services are used for the origination or termination of the call, shall be considered Switched Access Traffic. Irrespective of transport protocol method used, a call which originates in one LATA and terminates in another LATA (i.e., the end-to-end points of the call) or in which the Parties' Switched Access Services are used for the origination or termination of the call, shall not be considered Local Traffic or ISP-bound Traffic.

- 7.5.2 Neither Comcast Phone nor BellSouth anticipate that they will provide Interexchange Service to the other Party's end users. In the event a Party offers stand-alone Interexchange Service to the other Party's end users, charges for such service shall be governed by applicable tariffs."
- 7.5.3 Where the originating Party delivers a call to the terminating Party over switched access facilities, the originating Party will pay the terminating Party terminating, switched access charges as set forth in the terminating Party's tariff, as appropriate.
- 7.5.4 When Comcast Phone's end office switch provides an access service connection to or from an interexchange carrier ("IXC") by a direct trunk group to the IXC utilizing BellSouth facilities, each Party will provide its own access services to the IXC and bill on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by Comcast Phone as the Party providing the end office function. Each party will use the Multiple Exchange Carrier Access Billing (MECAB) guidelines to establish meet point billing for all applicable traffic. The parties shall utilize a thirty (30) day billing period.
- 7.5.4.1 When Comcast Phone's end office subtends the BellSouth Access Tandem switch for receipt or delivery of switched access traffic and provides an access service connection to or from an IXC via BellSouth's Access Tandem switch, BellSouth, as the tandem company agrees to provide to Comcast Phone, as the End Office Company, as defined in MECAB, at no charge, all the switched access detail usage data, recorded at the access tandem, within no more than sixty (60) days after the recording date. Each Party will timely notify the other when it is not feasible to meet these requirements. As business requirements change, data reporting requirements may be modified as necessary, upon the mutual agreement of the Parties, as long as MECAB requirements are maintained.
- 7.5.5 BellSouth, as the tandem provider company, will retain for a minimum period of sixty (60) days past the date it provides Comcast Phone the relevant switched access detail usage data, access message detail sufficient to recreate any data that is lost or damaged by the tandem provider company or any third party involved in processing or transporting data.
- 7.5.6 BellSouth, as the tandem provider company, agrees to recreate the lost or damaged data within forty-eight (48) hours of notification by Comcast Phone or by an authorized third party handling the data.
- 7.5.7 Any claims against BellSouth, as the tandem provider company, for unbillable or uncollectible revenue should be filed with the tandem provider company within 120 days of the usage date, where detail is provided within the sixty (60) day window set forth in Section 7.5.4.1 above.
- 7.5.8 BellSouth, as the tandem provider company shall keep records of its billing activities relating to jointly-provided Intrastate and Interstate access services in sufficient detail to permit the Subsequent Billing Party to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided

access billing data provided by the Initial Billing Party. Each Party agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.

- 7.5.9 Each Party agrees not to deliver switched access traffic to the other Party for termination except over switched access trunks and facilities.

7.6 **Transit Traffic**

- 7.6.1 BellSouth shall provide tandem switching and transport services for Comcast Phone's Transit Traffic. Rates for local Transit Traffic and ISP-bound Transit Traffic shall be the applicable Call Transport and Termination charges as set forth in Exhibit A to this Attachment. Rates for Switched Access Transit Traffic shall be the applicable charges as set forth in BellSouth Interstate or Intrastate Switched Access tariffs. Billing associated with all Transit Traffic shall be pursuant to MECAB guidelines. Traffic between Comcast Phone and Wireless Type 1 third parties shall not be treated as Transit Traffic from a routing or billing perspective. Traffic between Comcast Phone and Wireless Type 2A or a third party CLEC utilizing BellSouth switching shall not be treated as Transit Traffic from a routing or billing perspective until BellSouth and the Wireless carrier or a third party CLEC utilizing BellSouth switching (including UNE-P providers) have the capability to properly meet-point-bill in accordance with MECAB guidelines. Neither Party shall intentionally send transit traffic over the local trunks unless it has notified the other Party that the transit trunks are at capacity, or the result of misrouted traffic from a third party.

- 7.6.2 The delivery of traffic that transits the BellSouth network and is transported to another carrier's network is excluded from any BellSouth billing guarantees. BellSouth agrees to deliver Transit Traffic to the terminating carrier; provided, however, that Comcast Phone is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the exchange of Transit Traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier or to Comcast Phone. In the event that the terminating third party carrier imposes on BellSouth any charges or costs for the delivery of Transit Traffic, Comcast Phone shall reimburse BellSouth upon receipt of billing data adequate to validate such costs. Notwithstanding the foregoing, BellSouth shall make commercially reasonable efforts to avoid accepting such charges from terminating third party carriers, either under a contractual arrangement with the third party carrier or otherwise. If a call originated by Comcast Phone meets the definition of Transit Traffic pursuant to this agreement, then transit charges will apply. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.

8. **OPERATIONAL SUPPORT SYSTEMS ("OSS")**

- 8.1 The terms, conditions and rates for OSS are as set forth in BellSouth's FCC Tariff for Access Service Records.

Exhibit B

Basic Architecture

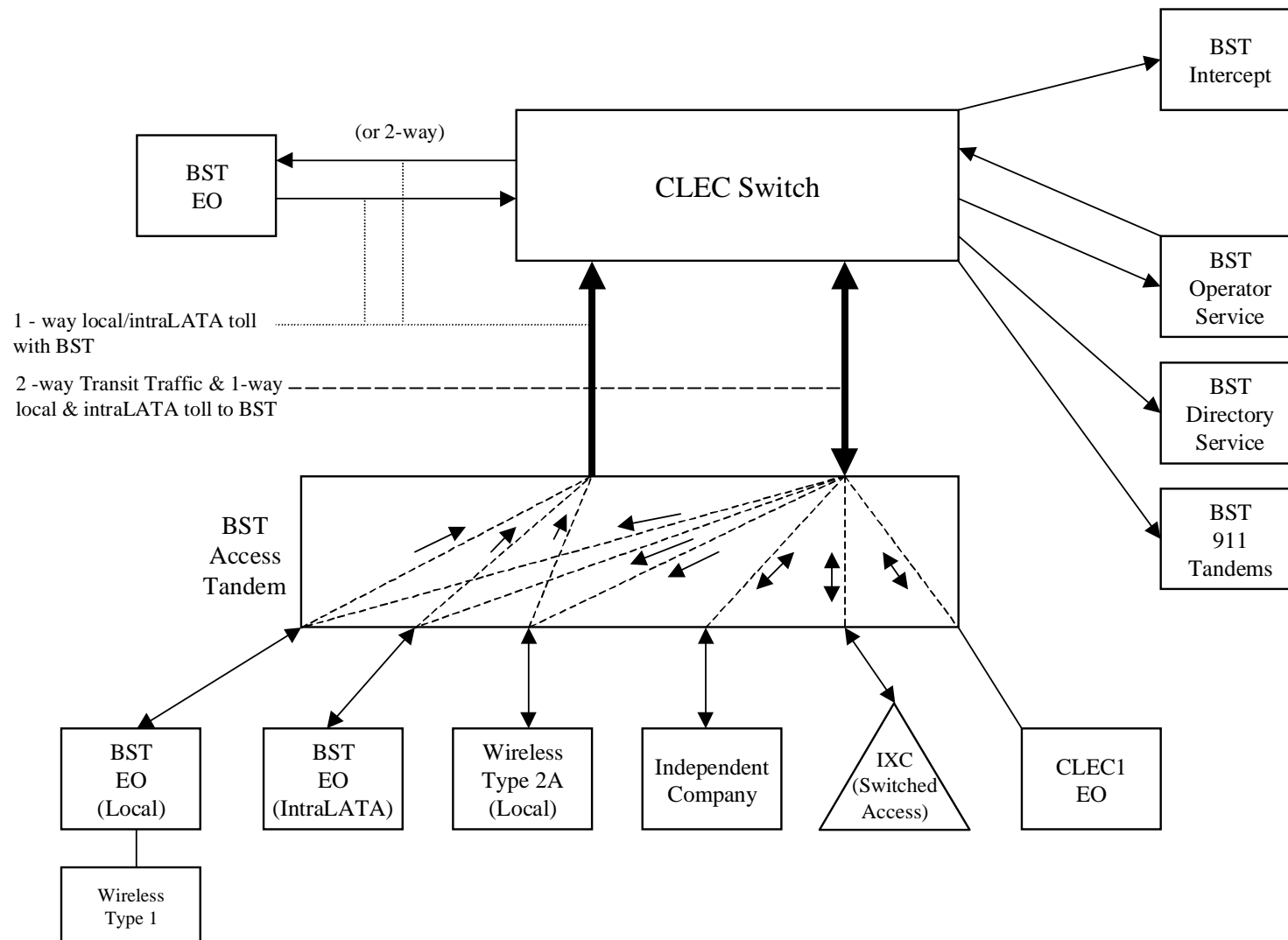


Exhibit C

One-Way Architecture

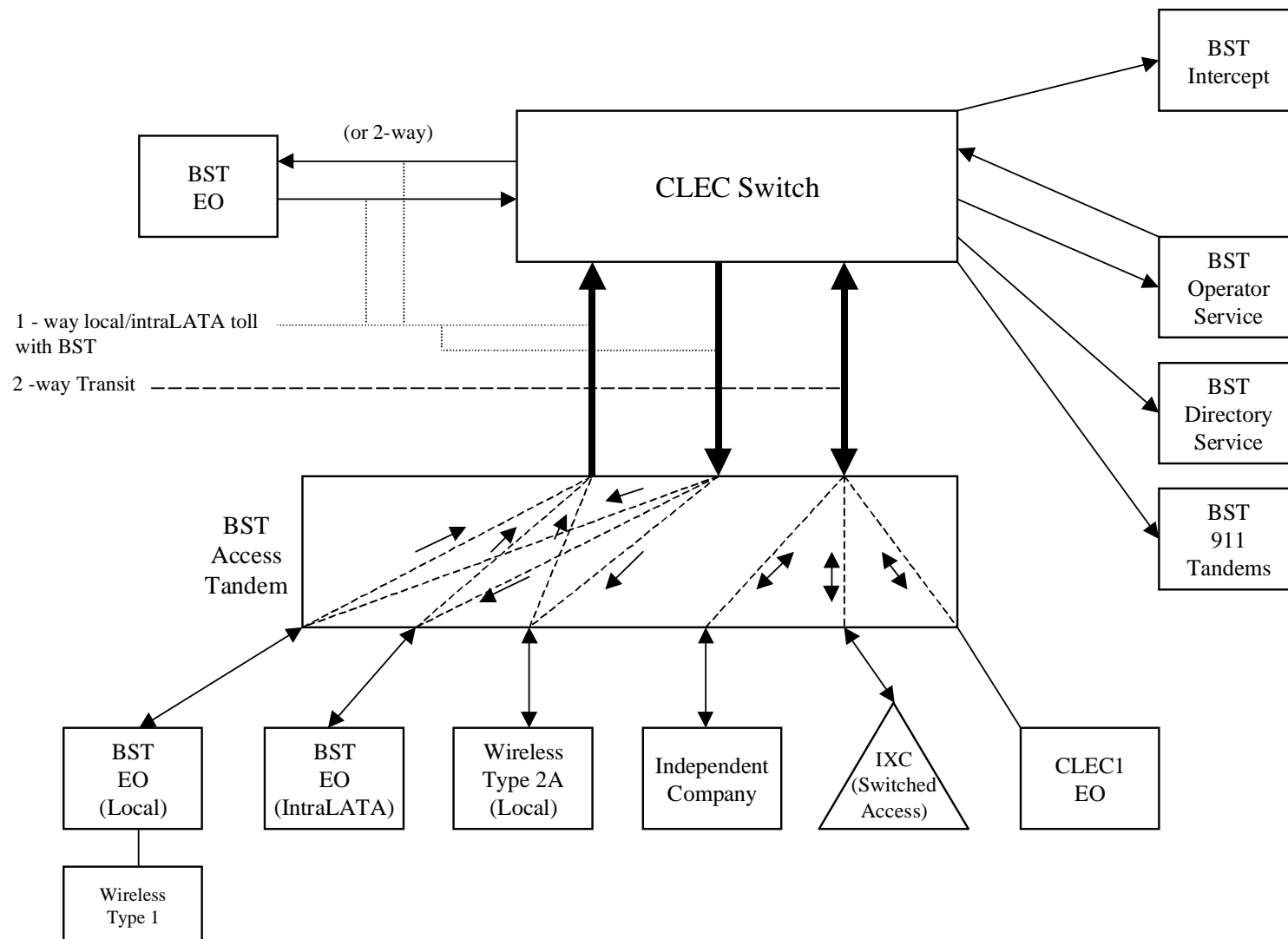


Exhibit D

Two-Way Architecture

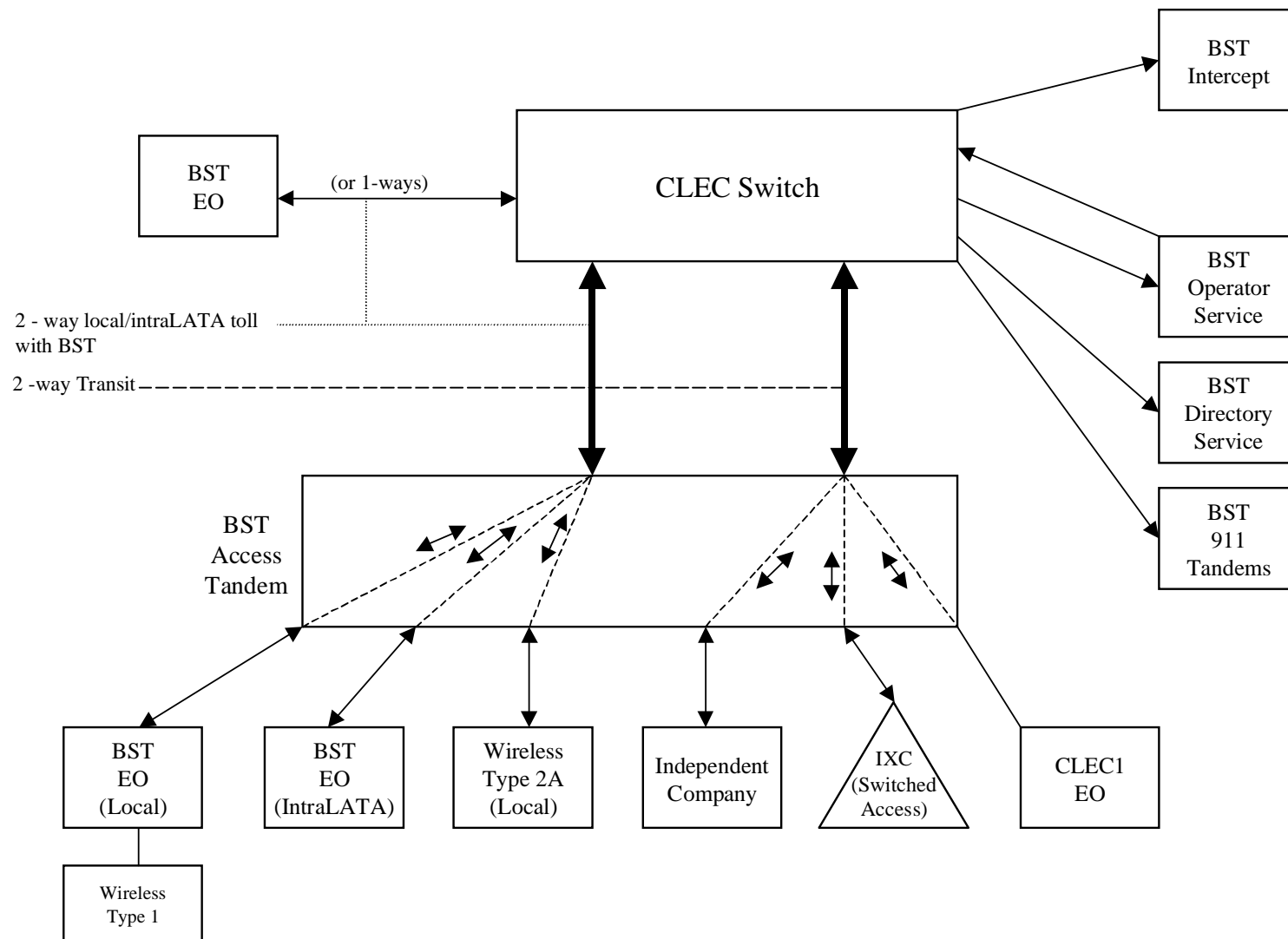
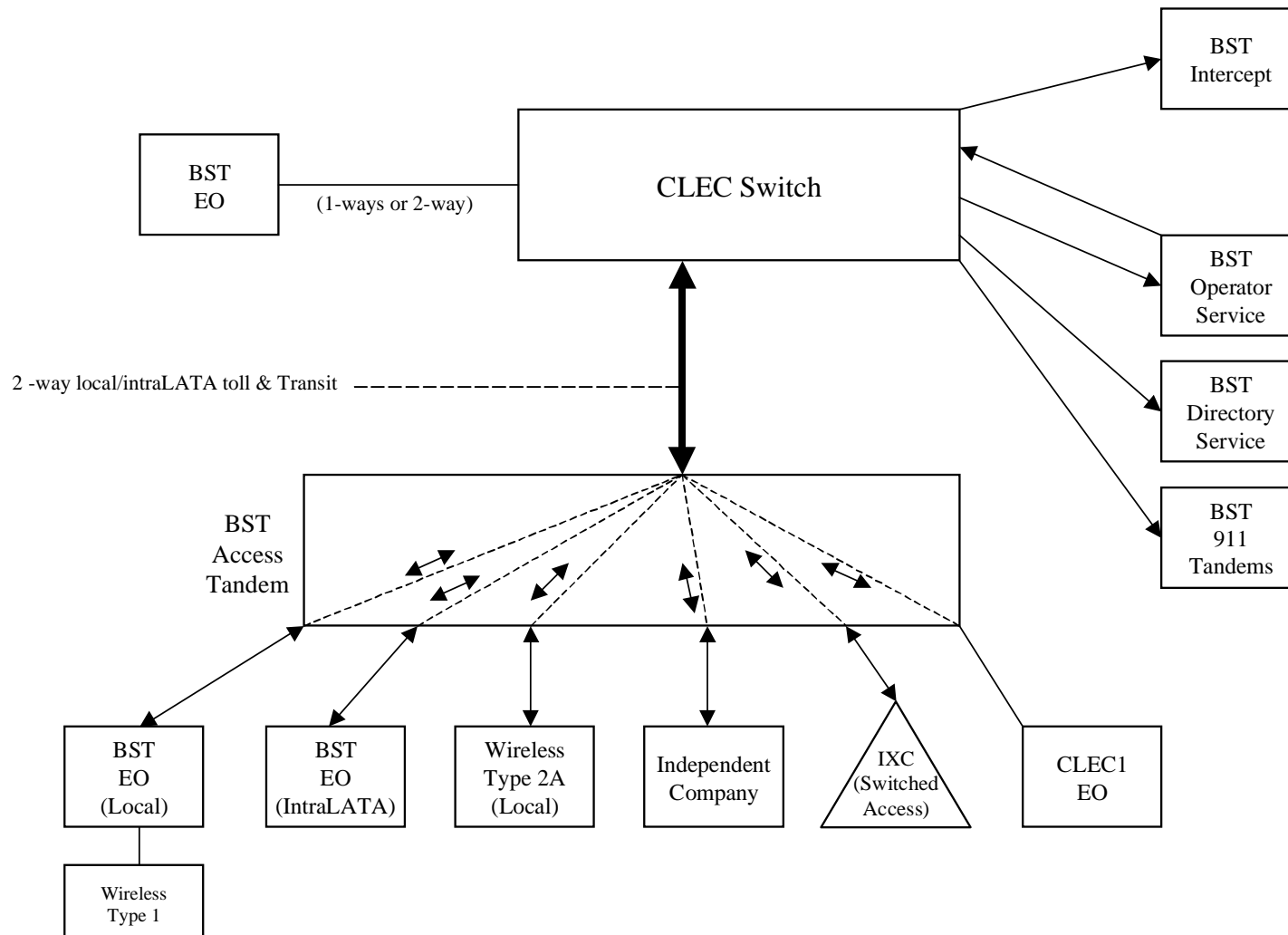


Exhibit E

Supergroup Architecture



DEFINITIONS
EXHIBIT F

Call Termination has the meaning set forth for “termination” in 47CFR § 51.701(d).

Call Transport has the meaning set forth for “transport” in 47 CFR § 51.701(c).

Call Transport and Termination For the purposes of Attachment 3, Call Transport and Termination is used collectively to mean the switching and transport functions from the Interconnection Point to the last point of switching.

Centralized Message Distribution System (“CMDS”) is the BellCore administered national system, based in Kansas City, Missouri, used to exchange EMI formatted data among host companies.

Common (Shared) Transport For the purposes of Attachment 3 Common (Shared) Transport is defined as the transport of the originating Party’s traffic by the terminating Party over the terminating Party’s common (shared) facilities between (1) the terminating Party’s tandem switch and end office switch, (2) between the terminating Party’s tandem switches, and/or (3) between the terminating Party’s host and remote end office switches. All switches referred herein must be entered into the Local Exchange Routing Guide (“LERG”).

Daily Usage File is the compilation of messages or copies of messages in standard Exchange Message Interface (EMI) format exchanged from BellSouth to a CLEC.

Dedicated Interoffice Facility For the purposes of Attachment 3, Dedicated Interoffice Facility is defined as a switch transport facility between a Party’s Serving Wire Center and the first point of switching within the LATA on the other Party’s network.

End Office Switching For the purposes of Attachment 3, End Office Switching is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.

Exchange Message Interface (“EMI”) is the nationally administered standard format for the exchange of data among the Exchange Carriers within the telecommunications industry.

Fiber Meet as described in Attachment 3, is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends.

Intercompany Settlements (“ICS”) is the revenue associated with charges billed by a company other than the company in whose service area such charges were incurred. ICS on a national level includes third number and credit card calls and is administered by BellCore’s Credit Card and Third Number Settlement System (CATS). Included is traffic that originates in one Regional Bell Operating Company’s (RBOC) territory and bills in another RBOC’s territory.

Interconnection Point (“IP”) For the purposes of Attachment 3, Interconnection Point (“IP”) is the physical telecommunications equipment interface that interconnects the networks of BellSouth and Comcast Phone.

ISP-bound Traffic is as defined in Attachment 3, Section 7 of this Agreement.

Local Channel For the purposes of Attachment 3, Local Channel is defined as a switched transport facility between a Party’s Interconnection Point and the IP’s Serving Wire Center.

Local Traffic is as defined in Attachment 3, of this Agreement.

Message Distribution is routing determination and subsequent delivery of message data from one company to another. Also included is the interface function with CMDS, where appropriate.

Multiple Exchange Carrier Access Billing (“MECAB”) means the document prepared by the Billing Committee of the Ordering and Billing Forum (“OBF”), which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions (“ATIS”) and by Bellcore as Special Report SR-BDS-000983, Containing the recommended guidelines for the billing of Exchange Service access provided by two or more LECs and/or CLECs or by one LEC in two or more states within a single LATA.

Non-Intercompany Settlement System (“NICS”) is the BellCore system that calculates non-intercompany settlements amounts due from one company to another within the same RBOC region. It includes credit card, third number and collect messages.

Percent of Interstate Usage (“PIU”) is as described in Attachment 3.

Percent Local Usage (“PLU”) is as described in Attachment 3.

Revenue Accounting Office (“RAO”) Status Company is a local exchange company/alternate local exchange company that has been assigned a unique RAO code. Message data exchanged among RAO status companies is grouped (i.e. packed) according to From/To/Bill RAO combinations.

Service Control Points (“SCPs”) are defined as databases that store information and have the ability to manipulate data required to offer particular services.

Serving Wire Center For the purposes of Attachment 3, Serving Wire Center (“SWC”) is defined as the wire center owned by one Party from which the other Party would normally obtain dial tone for its IP.

Signal Transfer Points (“STPs”) are signaling message switches that interconnect Signaling Links to route signaling messages between switches and databases. STPs enable the exchange of Signaling System 7 (“SS7”) messages between switching elements, database elements and STPs. STPs provide access to various BellSouth and third party network elements such as local switching and databases.

Signaling links are dedicated transmission paths carrying signaling messages between carrier switches and signaling networks. Signal Link Transport is a set of two or four dedicated 56 kbps

transmission paths between Comcast Phone designated Signaling Points of Interconnection that provide a diverse transmission path and cross connect to a BellSouth Signal Transfer Point.

Tandem Switching For the purposes of Attachment 3, Tandem Switching is defined as the function that establishes a communications path between two switching offices through a third switching office through the provision of trunk side to trunk side switching.

Transit Traffic For the purposes of Attachment 3, Transit Traffic is traffic originating on Comcast Phone's network that is switched and/or transported by BellSouth and delivered to a third party's network, or traffic originating on a third party's network that is switched and/or transported by BellSouth and delivered to Comcast Phone's network.

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		Nonrecurring Disconnect		OSS Rates (\$)			
									First	Add'l	First	Add'l	SOMEc	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							0.0004980bk								
	Multiple Tandem Switching, per MOU (applies to intial tandem only)							0.000498								
	Tandem Intermediary Charge, per MOU*							0.0025								
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
TRUNK CHARGE																
	Installation Trunk Side Service - per DS0						OHD	TPP6X		21.56bk	8.12bk					
	Installation Trunk Side Service - per DS0						OHD	TPP9X		21.56bk	8.12bk					
	Dedicated End Office Trunk Port Service-per DS0**						OHD	TDEOP	0.00							
	Dedicated End Office Trunk Port Service-per DS1**						OH1 OH1MS	TDE1P	0.00							
	Dedicated Tandem Trunk Port Service-per DS0**						OHD	TDWOP	0.00							
	Dedicated Tandem Trunk Port Service-per DS1**						OH1 OH1MS	TDW1P	0.00							
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
COMMON TRANSPORT (Shared)																
	Common Transport - Per Mile, Per MOU								0.0000023bk							
	Common Transport - Facilities Termination Per MOU								0.0003224bk							
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month						OHM	1L5NF	0.008838bk							
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month						OHM	1L5NF	21.13bk	40.54bk	27.41bk	16.74bk	6.90bk			
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month						OHM	1L5NK	0.008838bk							
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month						OHM	1L5NK	15.12bk	40.54bk	27.41bk	16.74bk	6.90bk			
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month						OHM	1L5NK	0.008838bk							
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month						OHM	1L5NK	15.12bk	40.54bk	27.41bk	16.74bk	6.90bk			
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month						OH1, OH1MS	1L5NL	0.18bk							
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month						OH1, OH1MS	1L5NL	60.16bk	89.27bk	81.81bk	16.35bk	14.44bk			
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month						OH3, OH3MS	1L5NM	4.09bk							
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month						OH3, OH3MS	1L5NM	703.52bk	278.75bk	162.76bk	60.20bk	58.46bk			
LOCAL CHANNEL - DEDICATED TRANSPORT																
	Local Channel - Dedicated - 2-Wire Voice Grade per month						OHM	TEFV2	13.97bk	193.10bk	33.17bk	36.64bk	3.20bk			
	Local Channel - Dedicated - 4-Wire Voice Grade per month						OHM	TEFV4	14.93bk	193.53bk	33.60bk	37.11bk	3.67bk			
	Local Channel - Dedicated - DS1 per month						OH1	TEFHG	35.76bk	177.47bk	153.72bk	22.19bk	15.26bk			
	Local Channel - Dedicated - DS3 Facility Termination per month						OH3	TEFHJ	416.54bk	451.52bk	263.94bk	119.49bk	83.58bk			
LOCAL INTERCONNECTION MID-SPAN MEET																
	Local Channel - Dedicated - DS1 per month						OH1MS	TEFHG	0.00	0.00						
	Local Channel - Dedicated - DS3 per month						OH3MS	TEFHJ	0.00	0.00						
MULTIPLEXERS																
	Channelization - DS1 to DS0 Channel System						OH1, OH1MS	SATN1	101.06bk	91.04bk	62.57bk	10.54bk	9.79bk			
	DS3 to DS1 Channel System per month						OH3, OH3MS	SATNS	166.13bk	178.14bk	93.97bk	33.26bk	31.63bk			
	DS3 Interface Unit (DS1 COCI) per month						OH1, OH1MS	SATCO	12.70bk	6.58bk	4.72bk					
SIGNALING (CCS7)																

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		Nonrecurring Disconnect		OSS Rates (\$)			
									First	Add'l	First	Add'l	SOMEc	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																
								0.0005507bk								
								0.0005507								
								0.0025								
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
TRUNK CHARGE																
							OHD	TPP6X		21.64bk	8.15bk					
							OHD	TPP9X		21.64bk	8.15bk					
							OHD	TDEOP	0.00							
							OH1 OH1MS	TDE1P	0.00							
							OHD	TDWOP	0.00							
							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)																
								0.0000032bk								
								0.0003748bk								
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
							OHM	1L5NF	0.013bk							
							OHM	1L5NF	22.6bk	39.36bk	26.62bk					
							OHM	1L5NK	0.013bk							
							OHM	1L5NK	15.61bk	39.37bk	26.62bk					
							OHM	1L5NK	0.013bk							
							OHM	1L5NK	15.61bk	39.37bk	26.62bk					
							OH1, OH1MS	1L5NL	0.2652bk							
							OH1, OH1MS	1L5NL	70.47bk	86.69bk	79.44bk					
							OH3, OH3MS	1L5NM	6.04bk							
							OH3, OH3MS	1L5NM	850.45bk	270.69bk	158.05bk					
LOCAL CHANNEL - DEDICATED TRANSPORT																
							OHM	TEFV2	18.32bk	187.51bk	32.21bk					
							OHM	TEFV4	19.41bk	187.94bk	32.63bk					
							OH1	TEFHG	39.18bk	172.34bk	149.27bk					
							OH3	TEFHJ	469.44bk	438.46bk	256.3bk					
LOCAL INTERCONNECTION MID-SPAN MEET																
							OH1MS	TEFHG	0.00	0.00						
							OH3MS	TEFHJ	0.00	0.00						
MULTIPLEXERS																
							OH1, OH1MS	SATN1	105.09bk	88.41bk	60.76bk					
							OH3, OH3MS	SATNS	201.48bk	172.99bk	91.25bk					
							OH1, OH1MS	SATCO	11.78bk	6.39bk	4.58bk					
SIGNALING (CCS7)																

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		Nonrecurring Disconnect		OSS Rates (\$)			
									First	Add'l	First	Add'l	SOMEc	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							0.0005379bk								
	Multiple Tandem Switching, per MOU (applies to intial tandem only)							0.0005379								
	Tandem Intermediary Charge, per MOU*							0.0025								
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
TRUNK CHARGE																
	Installation Trunk Side Service - per DS0						OHD	TPP6X		21.58bk	8.13bk					
	Installation Trunk Side Service - per DS0						OHD	TPP9X		21.58bk	8.13bk					
	Dedicated End Office Trunk Port Service-per DS0**						OHD	TDEOP	0.00							
	Dedicated End Office Trunk Port Service-per DS1**						OH1 OH1MS	TDE1P	0.00							
	Dedicated Tandem Trunk Port Service-per DS0**						OHD	TDWOP	0.00							
	Dedicated Tandem Trunk Port Service-per DS1**						OH1 OH1MS	TDW1P	0.00							
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
COMMON TRANSPORT (Shared)																
	Common Transport - Per Mile, Per MOU								0.0000026bk							
	Common Transport - Facilities Termination Per MOU								0.0004541bk							
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month						OHM	1L5NF	0.0098bk							
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month						OHM	1L5NF	22.52bk	40.77bk	27.57bk	17.26bk	7.11bk			
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month						OHM	1L5NK	0.0098bk							
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month						OHM	1L5NK	15.68bk	40.78bk	27.57bk	17.26bk	7.11bk			
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month						OHM	1L5NK	0.0098bk							
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month						OHM	1L5NK	15.68bk	40.78bk	27.57bk	17.26bk	7.11bk			
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month						OH1, OH1MS	1L5NL	0.201bk							
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month						OH1, OH1MS	1L5NL	57.33bk	89.79bk	82.28bk	16.86bk	14.9bk			
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month						OH3, OH3MS	1L5NM	4.76bk							
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month						OH3, OH3MS	1L5NM	641.9bk	280.37bk	163.7bk	62.08bk	60.29bk			
LOCAL CHANNEL - DEDICATED TRANSPORT																
	Local Channel - Dedicated - 2-Wire Voice Grade per month						OHM	TEFV2	14.91bk	194.22bk	33.36bk	37.79bk	3.3bk			
	Local Channel - Dedicated - 4-Wire Voice Grade per month						OHM	TEFV4	15.99bk	194.66bk	33.8bk	38.27bk	3.78bk			
	Local Channel - Dedicated - DS1 per month						OH1	TEFHG	36.83bk	178.5bk	154.61bk	22.89bk	15.74bk			
	Local Channel - Dedicated - DS3 Facility Termination per month						OH3	TEFHJ	413.87bk	454.13bk	264.47bk	123.23bk	86.19bk			
LOCAL INTERCONNECTION MID-SPAN MEET																
	Local Channel - Dedicated - DS1 per month						OH1MS	TEFHG	0.00	0.00						
	Local Channel - Dedicated - DS3 per month						OH3MS	TEFHJ	0.00	0.00						
MULTIPLEXERS																
	Channelization - DS1 to DS0 Channel System						OH1, OH1MS	SATN1	102.85bk	91.57bk	62.94bk	10.87bk	10.1bk			
	DS3 to DS1 Channel System per month						OH3, OH3MS	SATNS	170.63bk	179.17bk	94.52bk	34.3bk	32.82bk			
	DS3 Interface Unit (DS1 COCI) per month						OH1, OH1MS	SATCO	12.96bk	6.62bk	4.74bk					
SIGNALING (CCS7)																

LOCAL INTERCONNECTION - North Carolina											Attachment: 3 Exh A							
CATEGORY	RATE ELEMENTS				Interi m	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l		
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
									First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
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																		
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																		
TRUNK CHARGE																		
** 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)																		
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																		
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																		

LOCAL INTERCONNECTION - North Carolina													Attachment: 3 Exh A			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN
		CCS7 Signaling Connection, Per DS1 level link (B link) (also known as D link)			UDB	TPP6B	8.13	34.50	34.50							
		CCS7 Signaling Connection, Per DS3 level link (B link) (also known as D link)			UDB	TPP9B	8.13	34.50	34.50							
		CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	108.19									
		CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	644.04									
		CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		55.77	55.77							
		CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected			UDB	CCAPD		8.00	8.00							
		CCS7 Signaling Usage, Per ISUP Message					0.00004									
		CCS7 Signaling Usage, Per TCAP Message					0.00009									

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		Nonrecurring Disconnect		OSS Rates (\$)			
									First	Add'l	First	Add'l	SOMEc	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																
								0.0007360bk								
								0.000736								
								0.0025								
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
TRUNK CHARGE																
							OHD	TPP6X		21.65bk	8.16bk					
							OHD	TPP9X		21.65bk	8.16bk					
							OHD	TDEOP	0.00							
							OH1 OH1MS	TDE1P	0.00							
							OHD	TDWOP	0.00							
							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)																
								0.0000045bk								
								0.0004095bk								
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
							OHM	1L5NF	0.0167bk							
							OHM	1L5NF	24.3bk	40.63bk	27.47bk	16.77bk	6.91bk			
							OHM	1L5NK	0.0167bk							
							OHM	1L5NK	16.76bk	40.63bk	27.47bk	16.77bk	6.91bk			
							OHM	1L5NK	0.0167bk							
							OHM	1L5NK	16.76bk	40.63bk	27.47bk	16.77bk	6.91bk			
							OH1, OH1MS	1L5NL	0.3415bk							
							OH1, OH1MS	1L5NL	77.14bk	89.47bk	81.99bk	16.39bk	14.48bk			
							OH3, OH3MS	1L5NM	8.02bk							
							OH3, OH3MS	1L5NM	880.65bk	279.37bk	163.12bk	60.33bk	58.59bk			
LOCAL CHANNEL - DEDICATED TRANSPORT																
							OHM	TEFV2	15.33bk	193.53bk	33.24bk	36.72bk	3.21bk			
							OHM	TEFV4	16.54bk	193.97bk	33.68bk	37.19bk	3.68bk			
							OH1	TEFHG	42.62bk	177.87bk	154.06bk	22.24bk	15.3bk			
							OH3	TEFHJ	446bk	452.52bk	264.53bk	119.75bk	83.77bk			
LOCAL INTERCONNECTION MID-SPAN MEET																
							OH1MS	TEFHG	0.00	0.00						
							OH3MS	TEFHJ	0.00	0.00						
MULTIPLEXERS																
							OH1, OH1MS	SATN1	107.57bk	91.24bk	62.71bk	10.56bk	9.81bk			
							OH3, OH3MS	SATNS	144.02bk	178.54bk	94.18bk	33.33bk	31.9bk			
							OH1, OH1MS	SATCO	8.64bk	6.59bk	4.73bk					
SIGNALING (CCS7)																

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 First	Add'l	Nonrecurring First	Disconnect Add'l	OSS Rates (\$)					
															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																				
										0.0009778bk										
										0.0009778										
										0.0025										
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																				
TRUNK CHARGE																				
								OHD	TPP6X		21.59bk	8.09bk								
								OHD	TPP9X		21.59bk	8.09bk								
								OHD	TDEOP	0.00										
								OH1 OH1MS	TDE1P	0.00										
								OHD	TDWOP	0.00										
								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)																				
										0.0000064bk										
										0.0003871bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																				
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																				
								OHM	1L5NF	0.0174bk										
								OHM	1L5NF	18.58bk	55.39bk	17.37bk	27.96bk	3.51bk						
								OHM	1L5NK	0.0174bk										
								OHM	1L5NK	17.98bk	55.39bk	17.37bk	27.96bk	3.51bk						
								OHM	1L5NK	0.0174bk										
								OHM	1L5NK	17.98bk	55.39bk	17.37bk	27.96bk	3.51bk						
								OH1, OH1MS	1L5NL	0.3562bk										
								OH1, OH1MS	1L5NL	77.86bk	112.4bk	76.27bk	19.55bk	14.99bk						
								OH3, OH3MS	1L5NM	2.34bk										
								OH3, OH3MS	1L5NM	848.99bk	395.29bk	176.56bk	109.04bk	105.91bk						
LOCAL CHANNEL - DEDICATED TRANSPORT																				
								OHM	TEFV2	19.43bk	199.33bk	24.16bk	54.81bk	4.8bk						
								OHM	TEFV4	20.56bk	201.53bk	24.83bk	55.52bk	5.51bk						
								OH1	TEFHG	40.99bk	277.35bk	233.26bk	33.18bk	22.3bk						
								OH3	TEFHJ	611.3bk	595.37bk	304.5bk	215.82bk	151.15bk						
LOCAL INTERCONNECTION MID-SPAN MEET																				
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																				
								OH1MS	TEFHG	0.00	0.00									
								OH3MS	TEFHJ	0.00	0.00									
MULTIPLEXERS																				
								OH1, OH1MS	SATN1	80.77bk	141.87bk	77.11bk	44.47bk	42.62bk						
								OH3, OH3MS	SATNS	222.98bk	308.03bk	108.47bk	6.34bk	4.23bk						
								OH1, OH1MS	SATCO	17.58bk	6.07bk	4.66bk								
SIGNALING (CCS7)																				

Attachment 4

Central Office Collocation

CENTRAL OFFICE COLLOCATION TABLE OF CONTENTS

- 1. Scope of Attachment**
 - 1.1 BellSouth Premises**
 - 1.2. Right to Occupy**
 - 1.3. Space Allocation**
 - 1.4. Transfer of Collocation Space**
 - 1.5. Space Reclamation**
 - 1.6. Use of Space**
 - 1.7. Rates and Charges**
 - 1.8. Due Dates**
 - 1.9. Compliance**
- 2. Space Availability Report**
 - 2.1. Optional Space Availability Report**
- 3. Collocation Options**
 - 3.1. Cageless Collocation**
 - 3.2. Caged Collocation**
 - 3.3. Shared Caged Collocation**
 - 3.4. Adjacent Collocation**
 - 3.5. Direct Connect**
 - 3.6. Co-Carrier Cross Connect**
- 4. Occupancy**
 - 4.1. Space Ready Notification**
 - 4.2. Acceptance Walk Through**
 - 4.3. Early Space Acceptance**
 - 4.4. Termination of Occupancy**
- 5. Use of Collocation Space**
 - 5.1. Equipment Type**
 - 5.2. Terminations**
 - 5.3. Security Interest in Equipment**
 - 5.4. No Marketing**
 - 5.5. Equipment Identification**
 - 5.6. Entrance Facilities**
 - 5.7. Dual Entrance Facilities**
 - 5.8. Shared Use**
 - 5.9. Demarcation Point**
 - 5.10. Equipment and Facilities**
 - 5.11. BellSouth's Access to Collocation Space**

**CENTRAL OFFICE COLLOCATION
TABLE OF CONTENTS (Cont'd.)**

- 5.12. Customer's Access**
 - 5.13. Interference or Impairment**
 - 5.14. Personalty and Its Removal**
 - 5.15. Alterations**
 - 5.16. Janitorial Service**
- 6. Ordering and Preparation of Collocation Space**
 - 6.1. Initial Application**
 - 6.2. Subsequent Application**
 - 6.3. Space Preferences**
 - 6.4. Space Availability Notification**
 - 6.5. Denial of Application**
 - 6.6. Petition for Waiver**
 - 6.7. Waiting List**
 - 6.8. Public Notification**
 - 6.9. Application Response**
 - 6.10. Application Modifications**
 - 6.11. Bona Fide Firm Order**
- 7. Construction and Provisioning**
 - 7.1 Construction and Provisioning Intervals**
 - 7.2. Joint Planning**
 - 7.3. Permits**
 - 7.4. Circuit Facility Assignments**
 - 7.5. Use of BellSouth Certified Supplier**
 - 7.6 Alarms and Monitoring**
 - 7.7. Virtual to Physical Relocation**
 - 7.8 Virtual to Physical Conversion (In Place)**
 - 7.9. Cancellation**
 - 7.10. Licenses**
 - 7.11. Environmental Compliance**
- 8. Rates and Charges**
 - 8.1. Rates**
 - 8.2. Application Fees**
 - 8.3. Recurring Charges**
 - 8.4. Non-Recurring Charges**
 - 8.5. Space Preparation**
 - 8.6. Floor Space**
 - 8.7 Power**

**CENTRAL OFFICE COLLOCATION
TABLE OF CONTENTS (Cont'd.)**

- 8.8 Cable Installation**
- 8.9 Cable Records**
- 8.10 Security Escort**
- 8.11 Other**
- 9. Insurance**
- 10. Mechanics Lien**
- 11. Inspections**
- 12. Security and Safety Requirements**
- 13. Destruction of Collocation Space**
- 14. Eminent Domain**
- 15. Nonexclusivity**

EXHIBIT A ENVIRONMENTAL AND SAFETY PRINCIPLES

EXHIBIT B RATES

BELLSOUTH**CENTRAL OFFICE COLLOCATION****1. Scope of Attachment**

- 1.1 BellSouth Premises. The rates, terms, and conditions contained within this Attachment shall only apply when Comcast Phone is physically collocated as a sole occupant or as a Host within a BellSouth Premises pursuant to this Attachment. BellSouth Premises, as defined in this Attachment, includes BellSouth Central Offices and Serving Wire Centers (hereinafter “BellSouth Premises”). This Attachment is applicable to BellSouth Premises owned or leased by BellSouth. If the BellSouth Premises occupied by BellSouth is leased by BellSouth from a third party or otherwise controlled by a third party, special considerations and/or intervals may apply in addition to the terms and conditions contained in this Attachment.
- 1.2 Right to Occupy. BellSouth shall offer to Comcast Phone 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 Comcast Phone 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 Comcast Phone and agreed to by BellSouth (hereinafter “Collocation Space”). The necessary rates, terms and conditions for a 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 Comcast Phone may contemplate a request for space sufficient to accommodate Comcast Phone’s growth within a twenty-four (24) month period.
- 1.2.1.2 In the state of Florida, the size specified by Comcast Phone may contemplate a request for space sufficient to accommodate Comcast Phone’s growth within an eighteen (18) month period.
- 1.3 Space Allocation. BellSouth shall assign Comcast Phone Collocation Space that utilizes existing infrastructure (e.g., heating, ventilation, air conditioning (HVAC), lighting and available power), if such space is available for collocation. Otherwise, BellSouth shall attempt to accommodate Comcast Phone's requested space preferences, if any, including the provision of contiguous space for any subsequent request for collocation. In allocating Collocation Space, BellSouth shall not materially

increase Comcast Phone's cost or materially delay Comcast Phone's occupation and use of the Collocation Space, assign Collocation Space that will impair the quality of service or otherwise limit the service Comcast Phone wishes to offer, reduce unreasonably the total space available for physical collocation or preclude reasonable 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 Transfer of Collocation Space. Comcast Phone shall be allowed to transfer Collocation Space to another CLEC under the following conditions: (1) the central office is not at or near space exhaustion; (2) the transfer of space shall be contingent upon BellSouth's approval, which will not be unreasonably withheld; (3) Comcast Phone has no unpaid, undisputed collocation charges; and (4) the transfer of the Collocation Space is in conjunction with Comcast Phone's sale of all, or substantially all, of the in-place collocation equipment to the same CLEC.
 - 1.4.1 The responsibilities of Comcast Phone shall include: (1) submitting a letter of authorization to BellSouth for the transfer; (2) entering into a transfer agreement with BellSouth and the acquiring CLEC; and (3) returning all Security Access Devices to BellSouth. The responsibilities of the acquiring CLEC shall include: (1) submitting an application to BellSouth for the transfer of the Collocation Space; (2) satisfying all requirements of its interconnection agreement with BellSouth; (3) submitting a letter to BellSouth for the assumption of services; and (4) entering into a transfer agreement with BellSouth and Comcast Phone.
 - 1.4.2 In conjunction with a transfer of Collocation Space, any services associated with the Collocation Space shall be transferred pursuant to separately negotiated rates, terms and conditions.
- 1.5 Space Reclamation. 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. Comcast Phone will be responsible for the justification of unutilized space within its Collocation Space, if the Commission requires such justification.
 - 1.5.1 BellSouth may reclaim unused Collocation Space when a BellSouth central office is at, or near, space exhaustion and Comcast Phone cannot demonstrate that Comcast Phone will utilize the Collocation Space within a reasonable time. In the event of

space exhaust or near exhaust within a BellSouth Premises, BellSouth will provide written notice to Comcast Phone requesting that Comcast Phone release non-utilized Collocation Space to BellSouth, when 100 percent of the Collocation Space in Comcast Phone's collocation arrangement is not being utilized.

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

Disputes concerning BellSouth's claim of central office space exhaust, or near exhaust, or Comcast Phone's refusal to return requested Collocation Space should be resolved by BellSouth and Comcast Phone pursuant to the Dispute Resolution language contained in this Agreement.

- 1.6 Use of Space. Comcast Phone shall use the Collocation Space for the purpose of installing, maintaining and operating Comcast Phone's equipment (which may include testing and monitoring equipment) necessary for interconnection with BellSouth's services/facilities or for accessing BellSouth's unbundled network elements for the provision of telecommunications services, as specifically set forth in this Agreement. The Collocation Space assigned to Comcast Phone may not be used for any purposes other than as specifically described herein or in any amendment hereto.
- 1.7 Rates and Charges. Comcast Phone agrees to pay the rates and charges identified in Exhibit B attached hereto.
- 1.8 Due Dates. If any due date contained in this Attachment falls on a weekend or a national holiday, then the due date will be the next business day thereafter. For intervals of ten (10) days or less, national holidays will be excluded. For purposes of this Attachment, national holidays include the following: New Year's Day, Martin Luther King, Jr. Day, President's Day (Washington's Birthday), Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.
- 1.9 Compliance. Subject to Section 24 of the General Terms and Conditions of this Agreement, the Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.

2. Optional Space Availability Report

- 2.1 Upon request from Comcast Phone and at Comcast Phone'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 Comcast Phone.
- 2.1.1 The request from Comcast Phone 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 the Common Language Location Identification (CLLI) code for the BellSouth Premises requested. CLLI code information is located in the National Exchange Carrier Association (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) days of the receipt of such request. BellSouth will make commercially reasonable efforts to respond in ten (10) days to a Space Availability Report request when the request includes from two (2) to five (5) BellSouth Premises within the same state. The response time for Space Availability Report requests of more than five (5) BellSouth Premises, whether the request is 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) day response time, BellSouth shall notify Comcast Phone and inform Comcast Phone of the timeframe under which it can respond.

3. Collocation Options

- 3.1 Cageless Collocation. BellSouth shall allow Comcast Phone to collocate Comcast Phone's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow Comcast Phone to have direct access to Comcast Phone's equipment and facilities in accordance with Section 5.12. BellSouth shall make cageless collocation available in single bay increments. Except where Comcast Phone'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, Comcast Phone must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment.

- 3.2 Caged Collocation. BellSouth will make caged Collocation Space available in fifty (50) square foot increments. At Comcast Phone's option and expense, Comcast Phone will arrange with a Supplier certified by BellSouth (BellSouth Certified Supplier) to construct a collocation arrangement enclosure in accordance with BellSouth's specifications for a wire mesh enclosure prior to starting equipment installation. Where local building codes require enclosure specifications more stringent than BellSouth's wire mesh enclosure specifications, Comcast Phone and Comcast Phone's BellSouth Certified Supplier must comply with the more stringent local building code requirements. Comcast Phone's BellSouth Certified Supplier shall be responsible for filing and obtaining any and all necessary permits and/or licenses for such construction. BellSouth or BellSouth's designated agent or contractor shall provide, at Comcast Phone's expense, documentation, which may include existing building architectural drawings, enclosure drawings, specifications, etc., necessary for Comcast Phone's BellSouth Certified Supplier to obtain all necessary permits and/or other licenses. Comcast Phone's BellSouth Certified Supplier shall bill Comcast Phone directly for all work performed for Comcast Phone. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by Comcast Phone's BellSouth Certified Supplier. Comcast Phone 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 Comcast Phone's locked enclosure prior to notifying Comcast Phone at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to Comcast Phone's Collocation Space is required. Upon request, BellSouth shall construct the enclosure for Comcast Phone.
- 3.2.1 In the event Comcast Phone's BellSouth Certified Supplier will construct the collocation arrangement enclosure, BellSouth may elect to review Comcast Phone's plans and specifications, prior to allowing the construction to start, to ensure compliance with BellSouth's wire mesh enclosure specifications. BellSouth will notify Comcast Phone of its desire to conduct this review in BellSouth's Application Response, as defined herein, to Comcast Phone's Initial Application. If Comcast Phone's Initial Application does not indicate its desire to construct its own enclosure and Comcast Phone subsequently decides to construct its own enclosure prior to BellSouth's Application Response, then Comcast Phone will resubmit its Initial Application, indicating its desire to construct its own enclosure. If Comcast Phone subsequently decides to construct its own enclosure after the bona fide firm order (hereinafter "BFFO") has been accepted by BellSouth, Comcast Phone will submit a Subsequent Application, as defined in Section 6.2 of this Attachment. If BellSouth elects to review Comcast Phone's plans and specifications, then BellSouth will provide notification to Comcast Phone within ten (10) days after the Initial Application BFFO date or, if a Subsequent Application is submitted as set forth in the preceding sentence, then the Subsequent Application BFFO date. BellSouth shall complete its review within fifteen (15) days after BellSouth's receipt of Comcast Phone's plans and

specifications. Regardless of whether or not BellSouth elects to review Comcast Phone'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 Comcast Phone's submitted plans and specifications and/or BellSouth's wire mesh enclosure specifications, as applicable. If BellSouth decides to inspect the constructed Collocation Space, BellSouth will complete its inspection within fifteen (15) days after receipt of Comcast Phone's written notification that the enclosure has been completed. Within seven (7) days after BellSouth has completed its inspection of Comcast Phone's caged Collocation Space BellSouth shall require Comcast Phone, at Comcast Phone's expense, to remove or correct any structure that does not meet Comcast Phone's plans and specifications or BellSouth's wire mesh enclosure specifications, as applicable.

3.3 Shared Caged Collocation. Comcast Phone may allow other telecommunications carriers to share Comcast Phone's caged Collocation Space, pursuant to the terms and conditions agreed to by Comcast Phone (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 Comcast Phone. BellSouth shall be notified in writing by Comcast Phone upon the execution of any agreement between the Host and its Guest(s) prior to the submission of an application. Further, such notification shall include the name of the Guest(s), the term of the agreement, and a certification by Comcast Phone 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 Comcast Phone. The term of the agreement between the Host and its Guest(s) shall not exceed the term of this Agreement between BellSouth and Comcast Phone.

3.3.1 Comcast Phone, 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 and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest(s), its employees and agents. BellSouth shall provide Comcast Phone with a pro-ration of the costs of the Collocation Space based on the number of collocators and the space used by each. There will be a minimum charge of one (1) bay/rack per Host/Guest. In addition to the above, for all states other than Florida, Comcast Phone 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 Application and Subsequent Applications for equipment placement 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 Application Response to the Guest(s) Bona Fide application.

- 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/or access to Network Elements. The bill for these interconnecting facilities, services and Network Elements will be charged to the Guest(s) pursuant to the applicable BellSouth Tariff or the Guest's Interconnection Agreement with BellSouth.
- 3.3.3 Comcast Phone 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 Comcast Phone'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 constructed or procured by Comcast Phone or Comcast Phone's BellSouth Certified Supplier and must be in conformance with the provisions of BellSouth's design and construction specifications. Further, Comcast Phone shall construct, procure, maintain and operate said Adjacent Arrangement pursuant to all of the applicable rates, terms and conditions set forth in this Attachment.
- 3.4.1 If Comcast Phone requests Adjacent Collocation, pursuant to the conditions stated in 3.4 above, Comcast Phone must arrange with a BellSouth Certified Supplier to construct or procure the Adjacent Arrangement structure in accordance with BellSouth's specifications. BellSouth will provide the appropriate specifications upon request. Where local building codes require specifications more stringent than BellSouth's own specifications, Comcast Phone and Comcast Phone's BellSouth Certified Supplier shall comply with the more stringent local building code requirements. Comcast Phone's BellSouth Certified Supplier shall be responsible for filing and obtaining any and all necessary zoning, permits and/or licenses for such construction. Comcast Phone's BellSouth Certified Supplier shall bill Comcast Phone directly for all work performed for Comcast Phone to comply with this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by Comcast Phone's BellSouth Certified Supplier. Comcast Phone 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 Comcast Phone's locked enclosure prior to notifying Comcast Phone 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 Comcast Phone must submit its Adjacent Arrangement construction plans and specifications to BellSouth when it places its Firm Order. BellSouth shall review Comcast Phone's plans and specifications prior to the construction of an Adjacent Arrangement to ensure Comcast Phone's compliance with BellSouth's specifications. BellSouth shall complete its review within fifteen (15) days after receipt of the plans and specifications from Comcast Phone for the Adjacent Arrangement. BellSouth may inspect the Adjacent Arrangement during and after construction is completed to ensure that it is constructed according to Comcast Phone's submitted plans and specifications. If BellSouth decides to inspect the completed Adjacent Arrangement, BellSouth will complete its inspection within fifteen (15) days after receipt of Comcast Phone's written notification that the Adjacent Arrangement has been completed. Within seven (7) days after BellSouth has completed its inspection of Comcast Phone's Adjacent Arrangement, BellSouth shall require Comcast Phone, at Comcast Phone's expense, to remove or correct any structure that does not meet its submitted plans and specifications or BellSouth's specifications, as applicable.
- 3.4.3 Comcast Phone shall provide a concrete pad, the structure housing the Adjacent Arrangement, HVAC, lighting, and all of the facilities that are required to connect the structure (i.e., racking, conduits, etc.) to the BellSouth point of demarcation. At Comcast Phone'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, at Comcast Phone's request and expense, BellSouth will provide DC power to an Adjacent Collocation site where technically feasible, as that term has been defined by the FCC, and in accordance with applicable law. BellSouth will provide DC power in an Adjacent Arrangement provided that such provisioning can be done in compliance with the National Electric Code (NEC), all safety and building codes, and any local codes, such as, but not limited to, local zoning codes, and upon completion of negotiations between the Parties on the applicable rates and provisioning intervals. Comcast Phone will pay for any and all DC power construction and provisioning costs to an Adjacent Arrangement through individual case basis (ICB) pricing that must be paid as follows: fifty percent (50%) before the DC installation work begins and fifty percent (50%) at completion of the DC installation work to the Adjacent Arrangement. Comcast Phone's BellSouth Certified Supplier shall be responsible, at Comcast Phone's sole expense, for filing the required documentation to obtain 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 Comcast Phone to directly interconnect between its own physical/virtual Collocation Spaces within the same BellSouth central office (Direct Connect). Comcast Phone shall contract with a BellSouth Certified Supplier to place the Direct Connect, which shall be provisioned using facilities owned

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

- 3.5.1 To place an order for a Direct Connect, Comcast Phone must submit an Initial Application or Subsequent Application to BellSouth. If no modification to the Collocation Space is requested other than the placement of a Direct Connect, the Co-Carrier Cross Connect/Direct Connect Application Fee for Direct Connect, as defined in Exhibit B, will apply. If other modifications are requested, in addition to the placement of a Direct Connect, either an Initial Application Fee or a Subsequent Application Fee will apply, pursuant to Section 6.2 of this Attachment. BellSouth will bill this nonrecurring charge on the date that BellSouth provides an Application Response to Comcast Phone.
- 3.6 Co-Carrier Cross Connect. A Co-Carrier Cross Connect (CCXC) is a cross connection between Comcast Phone and another collocated telecommunications carrier, other than BellSouth, in the same BellSouth Premises. Where technically feasible, BellSouth will permit Comcast Phone to interconnect between its Collocation Space(s) and the physical/virtual collocation space(s) of another collocated telecommunications carrier(s) within the same BellSouth Premises via a CCXC, pursuant to the FCC's Rules. The other collocated telecommunications carrier's agreement must also contain CCXC rates, terms and conditions before BellSouth will permit the provisioning of a CCXC between the two collocated carriers. The applicable BellSouth charges will be assessed to Comcast Phone upon Comcast Phone's request for the CCXC. Comcast Phone is prohibited from using the Collocation Space for the sole or primary purpose of cross-connecting to other collocated telecommunications carriers.
- 3.6.1 Comcast Phone must contract with a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned using facilities owned by Comcast Phone. Such cross-connections to other collocated telecommunications carriers may be made using either electrical or optical facilities. Comcast Phone 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 CCXC shall utilize BellSouth common cable support structure. There will be a recurring charge per linear foot, per cable, of the common cable support structure used by Comcast Phone to provision the CCXC to the other collocated telecommunications carrier. In those instances where Comcast Phone's equipment and the equipment of the other collocated telecommunications carrier are located in contiguous caged Collocation Space, Comcast Phone may use its own technicians to install the CCXC using either electrical or optical facilities between the equipment of both collocated telecommunications carriers by constructing a dedicated cable support structure between the two contiguous cages. Comcast Phone shall deploy such electrical or optical cross-connections directly between its own equipment and the equipment of the other collocated telecommunications carrier without being routed through BellSouth's equipment or, in the case of a CCXC provisioned between contiguous collocation spaces, common cable support structure. Comcast Phone shall not provision CCXC on any BellSouth distribution frame, POT Bay, DSX panel or LGX panel. Comcast Phone is solely responsible for ensuring the integrity of the signal.

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

4. Occupancy

- 4.1 Space Ready Notification. BellSouth will notify Comcast Phone in writing when the Collocation Space is ready for occupancy (Space Ready Date).
- 4.2 Acceptance Walk Through. Comcast Phone will schedule and complete an acceptance walkthrough of new or additional provisioned Collocation Space with BellSouth within fifteen (15) days after the Space Ready Date. BellSouth will correct any identified deviations from Comcast Phone's original or jointly amended application within seven (7) 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) days after the new Space Ready Date. This follow-up acceptance walkthrough will be limited to only those deviations identified in the initial walkthrough. If Comcast Phone completes its acceptance walkthrough within the fifteen (15) day interval associated with the applicable Space Ready Date, billing will begin upon the date of Comcast Phone's acceptance of the Collocation Space (Space Acceptance Date). In the event Comcast Phone fails to complete an acceptance walkthrough within the fifteen (15)

day interval associated with the applicable Space Ready Date, the Collocation Space shall be deemed accepted by Comcast Phone on the Space Ready Date and billing will commence from that date.

- 4.3 Early Space Acceptance. If Comcast Phone decides to occupy the Collocation Space prior to the Space Ready Date, the date Comcast Phone occupies the space is deemed the Space Acceptance Date and billing will begin from that date. Comcast Phone must notify BellSouth in writing that its collocation equipment installation is complete. Comcast Phone's collocation equipment installation is complete, which is when Comcast Phone's equipment has been cross-connected to BellSouth's network for the purpose of provisioning telecommunication services to Comcast Phone's customers. BellSouth may, at its discretion, refuse to accept any orders for cross-connects until it has received such notice from Comcast Phone.
- 4.4 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Agreement, Comcast Phone may terminate its occupancy of a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy for such Collocation Space. Such termination shall be effective upon BellSouth's acceptance of the Space Relinquishment Form. Billing for monthly recurring charges will cease on the date that Comcast Phone and BellSouth conduct an inspection of the terminated space and jointly sign off on the Space Relinquishment Form or on the date that Comcast Phone 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 any discrepancies, billing will cease on the date that BellSouth and Comcast Phone jointly conduct an inspection, confirming that Comcast Phone 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 the services terminating to such Collocation Space. The particular disconnect fees that would apply in each state are contained in Exhibit B of this Attachment. BellSouth may terminate Comcast Phone's right to occupy Collocation Space in the event Comcast Phone fails to comply with any provision of this Agreement, including payment of the applicable fees contained in Exhibit B of this Attachment, for such Collocation Space.
- 4.4.1 Upon termination of occupancy, Comcast Phone, at its sole expense, shall remove its equipment and any other property owned, leased or controlled by Comcast Phone from the Collocation Space. Comcast Phone shall have thirty (30) days from the BFFO date ("Termination Date") to complete such removal, including the removal of all equipment and facilities of Comcast Phone's Guest(s), unless Comcast Phone's Guest(s) has assumed responsibility for the Collocation Space housing the Guest(s)'s equipment and executed the appropriate documentation required by BellSouth to transfer the Collocation Space to the Guest(s) prior to Comcast Phone's Termination Date.

- 4.4.2 Comcast Phone shall continue the payment of all monthly recurring charges to BellSouth until the date Comcast Phone, and if applicable Comcast Phone's Guest(s), has fully vacated the Collocation Space and the Space Relinquishment Form has been accepted by BellSouth. If Comcast Phone or Comcast Phone's Guest(s) fails to vacate the Collocation Space within thirty (30) days from the Termination Date BellSouth shall have the right to remove and dispose of the equipment and any other property of Comcast Phone or Comcast Phone's Guest(s), in any manner that BellSouth deems fit, at Comcast Phone's expense and with no liability whatsoever for Comcast Phone's property or Comcast Phone's Guest(s)'s property.
- 4.4.3 Upon termination of Comcast Phone's right to occupy specific Collocation Space, pursuant to this Section 4.4, the Collocation Space will revert back to BellSouth's central office space inventory. Comcast Phone shall surrender the Collocation Space to BellSouth in the same condition as when it was first occupied by Comcast Phone, with the exception of ordinary wear and tear, unless otherwise agreed to by the Parties. Comcast Phone's BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth specifications including, but not limited to, BellSouth's Central Office Record Drawings and ERMA Records. Comcast Phone shall be responsible for the cost of removing any Comcast Phone constructed enclosure, as well as any supporting structures (e.g., racking, conduits, power cables, etc.), by the Termination Date and restoring the grounds to their original condition.

5. Use of Collocation Space

- 5.1 Equipment Type. BellSouth shall permit the collocation and use of any equipment necessary for interconnection to BellSouth's network and/or access to BellSouth's unbundled network elements 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 unbundled network elements in the provision of telecommunications services. Equipment is necessary for interconnection if an inability to deploy that equipment would, as a practical, economical, or operational matter, preclude the requesting carrier from obtaining interconnection with BellSouth at a level equal in quality to that which BellSouth obtains within its own network or what BellSouth provides to any affiliate, subsidiary, or other party.
- 5.1.2 Examples of equipment that would not be considered necessary include, but are not limited to: traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, 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 allow the collocation of any equipment on a nondiscriminatory basis.
- 5.1.3 Such equipment must, at a minimum, meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: 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 equipment based on Comcast Phone's failure to comply with this Section.
- 5.2 Terminations. Comcast Phone shall not request more DS0, DS1, DS3 and/or optical terminations for a collocation arrangement than the total port or termination capacity of the equipment physically installed in the Collocation Space. The total capacity of the equipment collocated in the Collocation Space will include equipment contained in an application, as well as any equipment already placed in the Collocation Space. If full network termination capacity of the equipment being installed is not requested in the application submitted by Comcast Phone, additional network terminations for the installed equipment will require the submission of a Subsequent Application. In the event Comcast Phone submits an application for terminations that will exceed the total capacity of the collocated equipment, Comcast Phone will be informed of the discrepancy by BellSouth and required to submit a revision to the application.
- 5.3 Security Interest in Equipment. Commencing with the most current calendar quarter after the effective date of this Agreement, with an annual update thereafter, Comcast Phone will 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 year 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 (Secured Equipment). If no Secured Equipment has been installed within a given calendar year, no report shall be due hereunder in connection with such calendar year.
- 5.4 No Marketing. Comcast Phone 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.
- 5.5 Equipment Identification. Comcast Phone shall place a plaque or affix other identification (e.g., stenciling or labeling) to each piece of Comcast Phone's equipment, including the appropriate emergency contacts with their corresponding telephone numbers, in order for BellSouth to properly identify Comcast Phone's

equipment in the case of an emergency. For caged Collocation Space, such identification must be placed on a plaque affixed to the outside of the caged enclosure.

- 5.6 Entrance Facilities. Comcast Phone may elect to place Comcast Phone-owned or Comcast Phone leased fiber entrance facilities into its Collocation Space. BellSouth will designate the point of interconnection in close proximity to the BellSouth Premises housing the Collocation Space, such as at an entrance manhole or a cable vault, which are physically accessible by both Parties. Comcast Phone will provide and place fiber cable in the entrance manhole of sufficient length to be pulled through conduit and into the splice location. Comcast Phone will provide and install a sufficient length of fire retardant riser cable, to which BellSouth will splice the entrance cable. The fire retardant riser cable will extend from the splice location to Comcast Phone's equipment in Comcast Phone's Collocation Space. In the event Comcast Phone utilizes a non-metallic, riser-type entrance facility, a splice will not be required. Comcast Phone must contact BellSouth for authorization and instruction prior to placing any entrance facility cable in an entrance manhole or cable vault. Comcast Phone is responsible for the maintenance of the entrance facilities.
- 5.6.1 Microwave Transmission Facilities. At Comcast Phone's request, BellSouth will accommodate, where technically feasible and space is available, a microwave entrance facility, pursuant to separately negotiated rates, terms and conditions.
- 5.6.2 Copper and Coaxial Cable Entrance Facilities. In Florida, Georgia and Tennessee, BellSouth shall permit Comcast Phone to use copper or coaxial cable entrance facilities, if approved by the Commission, but only in those rare instances where Comcast Phone demonstrates a necessity and entrance capacity is not at or near exhaust in a particular BellSouth Premises in which Comcast Phone's Collocation Space is located. Notwithstanding the foregoing, in the case of adjacent collocation, copper facilities may be used between the adjacent collocation arrangement and the central office demarcation point, unless BellSouth determines that limited space is available for the placement of these entrance facilities.
- 5.7 Dual Entrance Facilities. BellSouth will provide at least two interconnection points at each BellSouth Premises where at least two such interconnection points are available and capacity exists. Upon receipt of a request by Comcast Phone for dual entrance facilities to its physical Collocation Space, BellSouth shall provide Comcast Phone 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 Comcast Phone'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 a lack of capacity,

BellSouth will provide this information to Comcast Phone in the Application Response.

- 5.8 Shared Use. Comcast Phone may utilize spare capacity on an existing telecommunications carrier's entrance facility for the purpose of obtaining an entrance facility to Comcast Phone's Collocation Space within the same BellSouth Premises.
- 5.8.1 BellSouth shall allow the splice, as long as the fiber is non-working dark fiber. Comcast Phone 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 Comcast Phone-provided riser cable to the spare capacity on the other telecommunications carrier's entrance facility. If Comcast Phone desires to allow another telecommunications carrier to use its entrance facilities, the telecommunications carrier must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from Comcast Phone authorizing BellSouth to perform the splice of the telecommunications carrier's provided riser cable to the spare capacity on Comcast Phone's entrance facility.
- 5.9 Demarcation Point. BellSouth will designate the point(s) of demarcation between Comcast Phone's equipment and/or network facilities and BellSouth's network facilities. Each Party will be responsible for the maintenance and operation of all equipment/facilities on its side of the demarcation point. Comcast Phone shall be responsible for providing the necessary cabling and Comcast Phone'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. Comcast Phone or its agent must perform all required maintenance to the equipment/facilities on its side of the demarcation point, pursuant to Section 5.10, following, and may self-provision cross-connects that may be required within its own Collocation Space to activate service requests.
- 5.9.1 In Tennessee, BellSouth will designate the point(s) of demarcation between Comcast Phone's equipment and/or network facilities and BellSouth's network facilities. 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, Comcast Phone may request that the demarcation point be a Point of Termination (POT) bay in a common area within the BellSouth Premises, which Comcast Phone shall be responsible for providing and Comcast Phone's BellSouth Certified Supplier shall be responsible for installing and properly labeling/stenciling. Comcast Phone's BellSouth Certified Supplier shall also be responsible for installing the necessary cabling between Comcast Phone's Collocation Space and the POT bay. Comcast Phone, its agent, or Comcast Phone's BellSouth Certified Supplier must perform all required maintenance to the equipment/network facilities on its side of the demarcation point and may self-provision cross-connects that it requires within its own Collocation

- Space to activate service requests. If Comcast Phone desires to avoid the use of a POT bay or any other intermediary device as contemplated by the Tennessee Regulatory Authority, BellSouth shall negotiate alternative rates, terms and conditions for such requested demarcation point.
- 5.10 Equipment and Facilities. Comcast Phone, or if required by this Attachment, Comcast Phone's BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, and maintenance/repair of the equipment and network facilities used by Comcast Phone, which must be performed in compliance with all applicable BellSouth specifications. Such equipment and network facilities may include, but are not limited to, cable(s), equipment, and point of termination connections. Comcast Phone 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.
- 5.11 BellSouth's Access to Collocation Space. From time to time, BellSouth may require access to Comcast Phone's Collocation Space. BellSouth retains the right to access Comcast Phone's Collocation Space for the purpose of making BellSouth equipment and building modifications (e.g., installing, altering or removing racking, ducts, electrical wiring, HVAC, and cabling). In such cases, BellSouth will give notice to Comcast Phone at least forty-eight (48) hours before access to Comcast Phone's Collocation Space is required. Comcast Phone may elect to be present whenever BellSouth performs work in the Comcast Phone's Collocation Space. The Parties agree that Comcast Phone will not bear any of the expense associated with this type of work.
- 5.11.1 In the case of an emergency, BellSouth will provide oral notice of entry as soon as possible and, upon request, will provide subsequent written notice.
- 5.11.2 Comcast Phone must provide the local BellSouth Central Office Building Contact with two (2) Access Devices that will allow BellSouth entry into any enclosed and locked Collocation Space including, but not limited to, an Adjacent Arrangement, pursuant to the requirements contained in this Section.
- 5.12 Comcast Phone's Access. Pursuant to Section 12, Comcast Phone shall have access to its Collocation Space twenty-four (24) hours a day, seven (7) days a week. Comcast Phone agrees to provide the name and social security number, date of birth, or driver's license number of each employee, supplier, or agent of Comcast Phone or Comcast Phone's Guest(s) with Comcast Phone's written request for access keys or cards (Access Devices) for specific BellSouth Premises, prior to the issuance of said Access Devices, using Form RF-2906-C, the "CLEC and CLEC Certified Supplier Access Request and Acknowledgement" form. The appropriate key acknowledgement forms (the "Collocation Acknowledgement Sheet" for access cards and the "Key

Acknowledgement Form” for keys) must be signed by Comcast Phone and returned to BellSouth Access Management within fifteen (15) days of Comcast Phone’s receipt of these forms. Failure to return these properly acknowledged forms will result in the subsequent access key or card requests being held by BellSouth until the proper acknowledgement documents have been received by BellSouth and reflect current information. Access Devices may not be duplicated under any circumstances.

Comcast Phone agrees to be responsible for all Access Devices and for the return of all Access Devices in the possession of Comcast Phone’s employees, suppliers, agents, or Guests after termination of the employment relationship, the contractual obligation with Comcast Phone ends, upon the termination of this Agreement, or upon the termination of occupancy of Collocation Space in a specific BellSouth Premises. Comcast Phone shall pay all applicable charges associated with lost or stolen Access Devices.

- 5.12.1 BellSouth will permit one (1) accompanied site visit, which will be limited to no more than one hour, to Comcast Phone’s designated Collocation Space, after receipt of the BFFO, without charge to Comcast Phone. Comcast Phone must submit to BellSouth the completed Access Control Request Form for all employees, suppliers, agents or Guests requiring access to a BellSouth Premises at least thirty (30) days prior to the date Comcast Phone desires to gain access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, Comcast Phone may submit a request for its one (1) free accompanied site visit to its designated Collocation Space at any time subsequent to BellSouth’s receipt of the BFFO. In the event Comcast Phone desires access to its designated Collocation Space after the first accompanied free visit and Comcast Phone’s access request form(s) has not been approved by BellSouth or Comcast Phone has not yet submitted an access request form to BellSouth, Comcast Phone shall be permitted to access the Collocation Space accompanied by a BellSouth security escort, at Comcast Phone’s expense, which will be assessed pursuant to the Security Escort fees contained in Exhibit B. Comcast Phone must request that escorted access be provided by BellSouth to Comcast Phone’s designated Collocation Space at least three (3) business days prior to the date such access is desired. A BellSouth security escort will be required whenever Comcast Phone or its approved agent or supplier requires access to the entrance manhole.
- 5.12.2 Lost or Stolen Access Devices. Comcast Phone shall immediately notify BellSouth in writing when any of its Access Devices have been lost or stolen. If it becomes necessary for BellSouth to re-key buildings or deactivate an Access Device as a result of a lost or stolen Access Device(s) or for failure of Comcast Phone’s employees, suppliers, agents or Guest(s) to return an Access Device(s), Comcast Phone shall pay for the costs of re-keying the building or deactivating the Access Device(s).
- 5.13 Interference or Impairment. Notwithstanding any other provisions of this Attachment, Comcast Phone 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 routed through the BellSouth Premises; 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 Comcast Phone violates the provisions of this paragraph, BellSouth shall provide written notice to Comcast Phone, which shall direct Comcast Phone to cure the violation within forty-eight (48) hours of Comcast Phone's receipt of written notice or, if such cure is not feasible, at a minimum, to commence curative measures within twenty-four (24) hours and exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to conduct an inspection of the Collocation Space.

- 5.13.1 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 Comcast Phone fails to cure the violation within forty-eight (48) hours or, if such cure is not possible, to commence curative action within twenty-four (24) hours and exercise reasonable diligence to complete such action as soon as possible, or if the violation is of a character that poses an immediate and substantial threat of damage to property or injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event, BellSouth may take such action as it deems necessary to eliminate such threat including, without limitation, the interruption of electrical power to Comcast Phone's equipment and/or facilities. BellSouth will endeavor, but is not required, to provide notice to Comcast Phone prior to the taking of such action and BellSouth shall have no liability to Comcast Phone for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.13.2 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 Comcast Phone fails to cure the violation within forty-eight (48) hours, or if such cure is not possible, to commence curative action within twenty-four (24) hours and exercise reasonable diligence to complete such action as soon as possible, BellSouth will establish before the appropriate Commission that the technology deployed is causing the significant degradation. Any claims of network harm presented to Comcast Phone 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 Comcast Phone is significantly degrading the performance of other

- advanced services or traditional voice band services, Comcast Phone shall discontinue deployment of that technology and migrate its customers to other technologies that will not significantly degrade the performance of such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that it is acceptable for deployment, pursuant to 47 C.F.R. §51.230, the degraded service shall not prevail against the newly-deployed technology.
- 5.14 Personalty and Its Removal. Facilities and equipment placed by Comcast Phone 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 Comcast Phone at any time. Any damage caused to the Collocation Space by Comcast Phone's employees, suppliers, agents, or Guests during the installation or removal of such property shall be promptly repaired by Comcast Phone at its sole expense. If Comcast Phone decides to remove equipment and/or facilities from its Collocation Space and the removal requires no physical work be performed by BellSouth and Comcast Phone's physical work includes, but is not limited to, power reduction, cross-connects, or tie pairs, BellSouth will bill Comcast Phone the Administrative Only Application Fee associated with the type of removal activity performed by Comcast Phone, as set forth in Exhibit B. This non-recurring fee will be billed on the date that BellSouth provides an Application Response to Comcast Phone.
- 5.15 Alterations. Under no condition shall Comcast Phone or any person acting on behalf of Comcast Phone 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, hereinafter referred to individually or collectively as "Alterations", without the express written consent of BellSouth, which shall not be unreasonably withheld. The cost of any such Alteration shall be paid by Comcast Phone. An Alteration shall require the submission of a Subsequent Application and will result in the assessment of the applicable application fee associated with the type of alteration requested, as set forth in Sections 6.2.1, and 7.1.4, which will be billed by BellSouth on the date that BellSouth provides Comcast Phone with an Application Response.
- 5.16 Janitorial Service. Comcast Phone shall be responsible for the general upkeep of its Collocation Space. Comcast Phone shall arrange directly with a BellSouth Certified Supplier for janitorial services applicable to caged Collocation Space. Upon request, BellSouth shall provide a list of such suppliers on a BellSouth Premises-specific basis.
6. **Ordering and Preparation of Collocation Space**
- 6.1 If any state or federal regulatory agency imposes intervals that are different from intervals set forth in this section, whether now in effect or that become effective after execution of this Agreement, those intervals shall supersede the requirements set forth

herein for that jurisdiction for all applications submitted for the first time after the effective date thereof.

- 6.2 Initial Application. For Comcast Phone's or Comcast Phone's Guest's(s') initial equipment placement, Comcast Phone shall input a physical Expanded Interconnection Application Document (Initial Application) for physical Collocation Space 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 Initial Application are completed with the appropriate type of information. An Initial Application Fee, as set forth in Exhibit B, will apply to each Initial Application submitted by Comcast Phone and will be billed by BellSouth on the date BellSouth provides Comcast Phone with an Application Response.
- 6.2 Subsequent Application. In the event Comcast Phone or Comcast Phone's Guest(s) desires to modify its use of the Collocation Space after a BFFO, Comcast Phone shall complete an application that contains all of the detailed information associated with a requested Alteration of the Collocation Space, as defined in Section 5.15 of this Attachment (Subsequent Application). The Subsequent Application will be considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the Subsequent Application have been completed with the appropriate type of information associated with the requested Alteration. BellSouth shall determine what modifications, if any, to the BellSouth Premises are required to accommodate the change(s) requested by Comcast Phone in the Subsequent 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.
- 6.2.1 Subsequent Application Fees. The application fee paid by Comcast Phone for an Alteration shall be dependent upon the level of assessment needed to complete the Alteration requested. Where the Subsequent Application does not require provisioning or construction work, but requires BellSouth to perform an administrative activity, an Administrative Only Application Fee shall apply as set forth in Exhibit B. The Administrative Only Application Fee will apply to Subsequent Applications associated with a transfer of ownership of the Collocation Space, removal of equipment from the Collocation Space (where the removal requires no physical work to be performed by BellSouth), an Alteration made to a Bona Fide application by Comcast Phone prior to BellSouth's receipt of the BFFO, and a virtual-to-physical conversion (in place). The Co-Carrier Cross Connect/Direct Connect Application Fee will apply when Comcast Phone submits a Subsequent Application for a direct connection between its own physical and virtual Collocation Space(s) in the same BellSouth Premises or between its physical or virtual Collocation Space and that of another collocated telecommunications carrier within the same BellSouth Premises. The Power Reconfiguration Only Application Fee will apply when Comcast Phone submits a Subsequent Application that reflects only an upgrade or reduction in the

amount of power that BellSouth is currently providing to Comcast Phone's physical Collocation Space. The fee for a Subsequent Application, for which the Alteration requested has limited effect (e.g., requires limited assessment and sufficient cable support structure, HVAC, power and terminations are available), shall be the Subsequent Application Fee, as set forth in Exhibit B. The appropriate nonrecurring application fee will be billed on the date that BellSouth provides Comcast Phone with an Application Response.

- 6.3 Space Preferences. If Comcast Phone has previously requested and received a Space Availability Report for the BellSouth Premises, Comcast Phone 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 Comcast Phone's space preference(s), Comcast Phone may accept the space allocated by BellSouth or cancel its application and submit another application requesting additional space preferences for the same BellSouth Premises. This application will be treated as a new application and the appropriate application fee will apply. The application fee will be billed by BellSouth on the date that BellSouth provides Comcast Phone with an Application Response.

6.4 Space Availability Notification.

For all states except Florida and Tennessee, BellSouth will respond to an application within ten (10) days as to whether space is available or not available within the requested BellSouth Premises. In Florida and Tennessee, BellSouth will respond to an application within fifteen (15) days as to whether space is available or not available within a BellSouth Premises. BellSouth's e.App system will reflect when Comcast Phone's application is Bona Fide. If the application cannot be Bona Fide, BellSouth will identify what revisions are necessary for the application to become Bona Fide.

- 6.4.1 If the amount of space requested is not available, BellSouth will notify Comcast Phone 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 Comcast Phone or space that is configured differently, no application fee will apply. If Comcast Phone decides to accept the available space, Comcast Phone must resubmit its application to reflect the actual space available, including the configuration of the space, prior to submitting a BFFO. When Comcast Phone resubmits its application to accept the available space, BellSouth will bill Comcast Phone the appropriate application fee.

- 6.5 Denial of Application. If BellSouth notifies Comcast Phone that no space is available (Denial of Application), BellSouth will not assess an application fee to Comcast Phone. After notifying Comcast Phone that BellSouth has no available space in the requested BellSouth Premises, BellSouth will allow Comcast Phone, upon request, to tour the entire BellSouth Premises within ten (10) days of such Denial of Application.

In order to schedule this tour, BellSouth must receive the request for the tour of the BellSouth Premises within five (5) days of the Denial of Application.

- 6.6 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 Comcast Phone 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 telecommunications carriers that have either received a Denial of Application or, where it is publicly known that a BellSouth Premises is out of space, have submitted a Letter of Intent to collocate in that BellSouth Premises. BellSouth will notify each telecommunications carrier on the waiting list that can be accommodated by the amount of space that becomes available, according to the position of the telecommunications carrier on said waiting list.
- 6.7.1 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 telecommunications carriers that have either received a Denial of Application or, where it is publicly known that a BellSouth Premises is out of space, have submitted a Letter of Intent to collocate in that BellSouth Premises. Sixty (60) days prior to space becoming available, if known, BellSouth will notify the Commission and the telecommunications carriers on the waiting list by mail when space will become available. If BellSouth does not know sixty (60) days in advance of when space will become available, BellSouth will notify the Commission and the telecommunications carriers on the waiting list within two (2) business days of the determination that space will become available. A telecommunications carrier that, upon denial of physical Collocation Space, requests virtual Collocation Space shall automatically be placed on the waiting list for physical Collocation Space that may become available in the future.
- 6.7.2 When physical Collocation Space becomes available, Comcast Phone must submit an updated, complete, and accurate application to BellSouth within thirty (30) days of notification by BellSouth that physical Collocation Space will be available in the requested BellSouth Premises previously out of space. If Comcast Phone has originally requested caged Collocation Space and cageless Collocation Space becomes available, Comcast Phone may refuse such space and notify BellSouth in writing, within the thirty (30) day timeframe referenced above, that Comcast Phone wishes to maintain its place on the waiting list for caged physical Collocation Space, without accepting the available cageless Collocation Space.

- 6.7.3 Comcast Phone 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 Comcast Phone does not submit an application or notify BellSouth in writing within the thirty (30) day timeframe as described above in Section 6.7.2, BellSouth will offer the available space to the next telecommunications carrier on the waiting list and remove Comcast Phone from the waiting list. Upon request, BellSouth will advise Comcast Phone as to its position on the waiting list for a particular BellSouth Premises.
- 6.8 Public Notification. BellSouth will maintain on its Interconnection Services website, www.interconnection.bellsouth.com, a notification document that will indicate all BellSouth Premises that are without available space. BellSouth shall update such document within ten (10) 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, Louisiana, Mississippi, and South Carolina, when space has been determined to be available for physical (caged or cageless) Collocation arrangements, BellSouth will provide an Application Response within twenty (20) days of receipt of a Bona Fide application. The Application Response will be a written response that includes sufficient information to enable Comcast Phone to place a Firm Order, which, at a minimum, will include the configuration of the space, the Cable Installation Fee, the Cable Records Fee, and any other applicable space preparation fees, as described in Section 8.
- 6.9.2 In Tennessee, within fifteen (15) days of receipt of a Bona Fide application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide an Application Response including sufficient information to enable Comcast Phone to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, the Cable Records Fee, and any other applicable space preparation fees, as described in Section 8. When Comcast Phone submits ten (10) or more applications within ten (10) days, the initial fifteen (15) day response interval will increase by ten (10) days for every additional ten (10) applications or fraction thereof.
- 6.10 Application Modifications. If a modification or revision is made to any information in the Bona Fide application prior to a BFFO, with the exception of modifications to (1) Customer Information, (2) Contact Information or (3) Billing Contact Information, whether at the request of Comcast Phone 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 Comcast Phone the appropriate application fee associated with the level of assessment performed by BellSouth, pursuant to Sections 6.1 and 6.2.

6.11 Bona Fide Firm Order.

6.11.1 Comcast Phone shall indicate its intent to proceed with a Collocation Space request in a BellSouth Premises by submitting a Bona Fide Firm Order (BFFO) to BellSouth. The BFFO must be received by BellSouth no later than thirty (30) days after BellSouth's Application Response to Comcast Phone's Bona Fide application or Comcast Phone's application will expire.

6.11.2 BellSouth will establish a Firm Order date based upon the date BellSouth is in receipt of Comcast Phone's BFFO. BellSouth will acknowledge the receipt of Comcast Phone's BFFO within seven (7) days of receipt, so that Comcast Phone will have positive confirmation 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 may 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) 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) days from receipt of a BFFO or as agreed to by the Parties. For Alterations requested to Collocation Space after the initial space has been completed, BellSouth will complete construction for Collocation Space as soon as possible within a maximum of forty-five (45) days from receipt of a BFFO or as agreed to by the Parties, as long as no additional space has been requested by Comcast Phone. If additional space has been requested by Comcast Phone, BellSouth will complete construction for the requested Collocation Space as soon as possible within a maximum of ninety (90) days from receipt of a BFFO for physical Collocation Space and forty five (45) days from receipt of a BFFO for virtual Collocation Space. If BellSouth does not believe that construction will be completed within the relevant provisioning interval and BellSouth and Comcast Phone cannot agree upon a completion date, within forty-five (45) days of receipt of the BFFO for an initial request, or within thirty (30) days of receipt of the BFFO for an Alteration, 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 caged physical Collocation Space

under ordinary conditions as soon as possible within a maximum of ninety (90) days from receipt of a BFFO or as agreed to by the Parties. BellSouth will complete construction for cageless physical Collocation Space under ordinary conditions as soon as possible within a maximum of sixty (60) days from receipt of a BFFO and ninety (90) days from receipt of a BFFO for extraordinary conditions, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes required to 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 for the Collocation Space requested or BellSouth may seek a waiver from the ordered interval, as set forth above, from the appropriate Commission, if BellSouth does not believe that construction will be completed within the relevant provisioning interval.

- 7.1.3 Records Only Change. When Comcast Phone adds equipment, that was originally included on Comcast Phone's Initial Application or a Subsequent Application, and the addition of this equipment requires no additional space preparation work or cable terminations on the part of BellSouth, then BellSouth will impose no additional charges or intervals.
- 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 Comcast Phone, when Comcast Phone requests an Alteration specifically identified in Sections 7.1.4.1 through 7.1.4.9 as an "Augment. Except as otherwise set forth in Section 7.1.4.10 below, such Augment will require a Subsequent Application and will result in the assessment of the appropriate application fee associated with the type of Augment requested by Comcast Phone. BellSouth will assess the appropriate nonrecurring application fee set forth in Exhibit B on the date that it provides an Application Response to Comcast Phone.
- 7.1.4.1 Simple Augments will be completed within twenty (20) days after receipt of the BFFO for an:
- Extension of Existing AC Circuit Capacity within Arrangement where Sufficient Circuit Capacity is Available
 - Fuse Change and/or Increase or Decrease -48V DC Power from Existing BellSouth BDFB
- 7.1.4.2 Minor Augments will be completed within forty-five (45) days after receipt of the BFFO for:

- 168 DS1 Terminations at the BellSouth Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
- 96 DS3 Terminations at the BellSouth Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
- 99 Fiber Terminations at the BellSouth Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
- Maximum of 2000 Service Ready DS0 Terminations at the BellSouth Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)

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

- 168 DS1s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure, as Required)
- 96 DS3s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure, as Required)
- 99 Fiber Terminations (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure, as Required)
- 2000 DS0s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure, as Required)
- Installation of Cable Racking or Other Support 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) 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) days after BFFO. This category includes all requests for additional virtual Collocation Space.

7.1.4.6 If Comcast Phone submits an Augment that includes two Augment items from the same category in either Section 7.1.4.1, 7.1.4.2, or 7.1.4.3 above, the provisioning interval associated with the next highest Augment category will apply (e.g., if two items from the Minor Augment category are requested on the same request, then an interval of sixty (60) days from the receipt of the BFFO would apply, which is the interval associated with the Intermediate Augment category).

7.1.4.7 If Comcast Phone submits an Augment that includes three Augment items from the same category in either Section 7.1.4.1, 7.1.4.2, or 7.1.4.3 above, the Major Augment interval of ninety (90) days from the receipt of the BFFO would apply (e.g., if three items from the Simple Augment category are requested on the same request for a

- physical Collocation arrangement, then an interval of ninety (90) days from the receipt of the BFFO would apply, which is the Major physical Augment interval; likewise if three items from the Simple Augment category are requested on the same request for a virtual Collocation arrangement, then an interval of seventy-five (75) days from the receipt of the BFFO would apply, which is the Major virtual Augment interval).
- 7.1.4.8 If Comcast Phone submits an Augment 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) days from the receipt of the BFFO would apply, which is the interval associated with the Intermediate Augment category).
- 7.1.4.9 All Augments not expressly included in the Simple, Minor, Intermediate or Major Augment categories, as outlined above, will be placed into the appropriate category as negotiated by Comcast Phone and BellSouth. If Comcast Phone 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 is for Comcast Phone's physical or virtual Collocation Space.
- 7.1.4.10 Individual application fees associated with Simple, Minor and Intermediate Augments are contained in Exhibit B. If Comcast Phone requests multiple items from different Augment categories, BellSouth will bill Comcast Phone the Augment application fee, as identified in Exhibit B of this Attachment, associated with the higher Augment category only. The appropriate application fee will be assessed to Comcast Phone at the time BellSouth provides Comcast Phone with the Application Response. Comcast Phone will be assessed a Subsequent Application Fee for all Major Augments (Major Augments are defined above in Sections 7.1.4.4 and 7.1.4.5 for physical and virtual Collocation Space, respectively). The Subsequent Application Fee is also reflected in Exhibit B of this Attachment.
- 7.2 Joint Planning. Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and Comcast Phone will commence within a maximum of twenty (20) days from BellSouth's receipt of a BFFO. At such meeting, the Parties will agree to the preliminary design of the Collocation Space and the equipment configuration requirements, as reflected in the application and affirmed in the BFFO. The Collocation Space completion time period will be provided to Comcast Phone during joint planning.
- 7.3 Permits. Each Party, its agent(s) or BellSouth Certified Supplier(s) will diligently pursue filing for the permits required for the scope of work to be performed by that Party, its agent(s) or BellSouth Certified Supplier(s) within ten (10) days of the completion of the finalized construction design and specifications.

- 7.4 Circuit Facility Assignments. Unless otherwise specified, BellSouth will provide Circuit Facility Assignments (CFAs) to Comcast Phone prior to the applicable provisioning interval set forth herein (Provisioning Interval) for those BellSouth Premises in which Comcast Phone has physical Collocation Space with no POT bay or with a grandfathered POT bay provided by BellSouth. BellSouth cannot provide CFAs to Comcast Phone prior to the Provisioning Interval for those BellSouth Premises in which Comcast Phone has physical Collocation Space with a POT bay provided by Comcast Phone or virtual Collocation Space, until Comcast Phone has provided BellSouth with the following information:
- 7.4.1 For physical Collocation Space with a Comcast Phone-provided POT bay, Comcast Phone shall provide BellSouth with a complete layout of the POT panels on an Equipment Inventory Update (EIU) form that shows the locations, speeds, etc.
- 7.4.2 For virtual Collocation Space, Comcast Phone shall provide BellSouth with a complete layout of Comcast Phone's equipment on an EIU form, that includes the locations of the low speed ports and the specific frame terminations to which the equipment will be wired by Comcast Phone's BellSouth Certified Supplier.
- 7.4.3 BellSouth cannot begin work on the CFAs until the complete and accurate EIU form has been received from Comcast Phone. If the EIU form is provided within ten (10) days prior to the ending date of the Provisioning Interval, then the CFAs will be made available by the ending date of the Provisioning Interval. If the EIU form is not received ten (10) days prior to the ending date of the Provisioning Interval, then the CFAs will be provided within ten (10) days of BellSouth's receipt of the EIU form.
- 7.4.4 BellSouth will bill Comcast Phone a nonrecurring charge, as set forth in Exhibit B, each time Comcast Phone requests a resend of its original CFA information for any reason other than a BellSouth error in the CFAs initially provided to Comcast Phone.
- 7.5 Use of BellSouth Certified Supplier. Comcast Phone shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. Comcast Phone, if a BellSouth Certified Supplier, or Comcast Phone's BellSouth Certified Supplier must follow and comply with all of BellSouth's specifications and the following BellSouth Technical Requirements: TR 73503, TR 73519, TR 73572, and TR 73564. Unless the BellSouth Certified Supplier has met the requirements for all of the required work activities, Comcast Phone must use a different BellSouth Certified Supplier for the work activities associated with transmission equipment, switching equipment and power equipment. BellSouth shall provide Comcast Phone with a list of BellSouth Certified Suppliers, upon request. Comcast Phone, if a BellSouth Certified Supplier, or Comcast Phone's BellSouth Certified Supplier(s) shall be responsible for installing Comcast Phone's equipment and associated components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and Comcast Phone upon successful completion of

the installation and any associated work. When a BellSouth Certified Supplier is used by Comcast Phone, the BellSouth Certified Supplier shall bill Comcast Phone directly for all work performed for Comcast Phone pursuant to this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by Comcast Phone's BellSouth Certified Supplier. BellSouth shall make available its supplier certification program to Comcast Phone or any supplier proposed by Comcast Phone and will not unreasonably withhold certification. All work performed by or for Comcast Phone shall conform to generally accepted industry standards.

- 7.6 Alarms and Monitoring. BellSouth shall place environmental alarms in the BellSouth Premises for the protection of BellSouth equipment and facilities. Comcast Phone shall be responsible for the placement, monitoring and removal of environmental and equipment alarms used to service Comcast Phone's Collocation Space. Upon request, BellSouth will provide Comcast Phone with an applicable BellSouth tariffed service(s) to facilitate remote monitoring of collocated equipment by Comcast Phone. Both Parties shall use best efforts to notify the other of any verified environmental condition (e.g., temperature extremes or excess humidity) known to that Party.
- 7.7 Virtual to Physical Relocation. In the event physical Collocation Space was previously denied at a BellSouth Premises due to technical reasons or space limitations and physical Collocation Space has subsequently become available, Comcast Phone may relocate its existing virtual Collocation arrangement(s) to a physical Collocation arrangement(s) and pay the appropriate fees associated with the rearrangement or reconfiguration of the services being terminated into the virtual Collocation arrangement, as set forth in Exhibit B to this Attachment. If BellSouth knows when additional physical Collocation Space may become available at the BellSouth Premises requested by Comcast Phone, such information will be provided to Comcast Phone in BellSouth's written denial of physical Collocation Space. Comcast Phone must arrange with a BellSouth Certified Supplier for the relocation of equipment from a virtual Collocation Space to a physical Collocation Space and will bear the cost of such relocation, including the costs associated with moving the services from the virtual Collocation Space to the new physical Collocation Space.
- 7.7.1 In Alabama, BellSouth will complete a relocation of a virtual collocation arrangement to a cageless physical collocation arrangement within sixty (60) days from BellSouth's receipt of a BFFO and from a virtual collocation arrangement to a caged physical collocation arrangement within ninety (90) days from BellSouth's receipt of a BFFO.
- 7.8 Virtual to Physical Conversion (In-Place). Virtual collocation arrangements may be converted to "in-place" physical caged collocation arrangements if the potential conversion meets all of the following criteria: 1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual Collocation Space; 2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its own future needs; and 3) any changes to the arrangement can be

- accommodated by existing power, HVAC, and other requirements. Unless otherwise specified herein, BellSouth will complete virtual to physical Collocation Space conversions (in-place) within sixty (60) days from receipt of the BFFO. BellSouth will bill Comcast Phone an Administrative Only Application Fee, as set forth in Exhibit B, on the date BellSouth provides an Application Response to Comcast Phone.
- 7.8.1 In Alabama and Tennessee, BellSouth will complete virtual to physical conversions (in place) within thirty (30) days from receipt of the BFFO as long as the conversion meets all of the criteria specified above in Section 7.8.
- 7.9 Cancellation. Unless otherwise specified in this Attachment, if at any time prior to Space Acceptance, Comcast Phone 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 Florida, if Comcast Phone cancels its order for Collocation Space at any time prior to the Space Ready Date, no cancellation fee shall be assessed by BellSouth; however, Comcast Phone will be responsible for reimbursing BellSouth for any costs specifically incurred by BellSouth on behalf of Comcast Phone up to the date that the written notice of cancellation was received by BellSouth. In Georgia, if Comcast Phone cancels its order for Collocation Space at any time prior to space acceptance, BellSouth will bill Comcast Phone for all costs incurred prior to the date of Cancellation and for any costs incurred as a direct result of the Cancellation, not to exceed the total amount that would have been due had the Firm Order not been canceled.
- 7.10 Licenses. Comcast Phone, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, permits, licenses, and certificates necessary or required to operate as a provider of telecommunications services to the public or to build-out, equip and/or occupy Collocation Space in a BellSouth Premises.
- 7.11 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified in Exhibit A attached hereto.
- 8. Rates and Charges**
- 8.1 Rates. Comcast Phone agrees to pay the rates and charges identified in Exhibit B attached hereto.
- 8.2 Application Fees. BellSouth shall assess any non-recurring application fees within thirty (30) days of the date that BellSouth provides an Application Response to Comcast Phone or on Comcast Phone's next scheduled monthly billing statement.
- 8.2.1 In Tennessee, the application fee for caged Collocation Space shall be the Application – Cost Planning Fee for both Initial Applications and Subsequent Applications placed by Comcast Phone. Likewise, for cageless Collocation Space, the same Cageless -

Application Fee applies for both Initial Applications and Subsequent Applications placed by Comcast Phone. BellSouth will bill the appropriate non-recurring application fee on the date that BellSouth provides an Application Response to Comcast Phone.

- 8.3 Recurring Charges. If Comcast Phone has met the applicable fifteen (15) day acceptance walk through interval specified in Section 4.2, billing for recurring charges will begin upon the Space Acceptance Date. In the event Comcast Phone fails to complete an acceptance walk through within the applicable fifteen (15) day interval, billing for recurring charges will commence on the Space Ready Date. If Comcast Phone occupies the space prior to the Space Ready Date, the date Comcast Phone occupies the space is deemed the Space Acceptance Date and billing for recurring charges will begin on that date. The billing for all applicable monthly recurring charges will begin in Comcast Phone's next billing cycle and will include any prorated charges for the period from Comcast Phone's Space Acceptance Date or Space Ready Date, whichever is appropriate pursuant to Section 4.2, to the date the bill is issued by BellSouth.
- 8.3.1 Unless otherwise stated in Section 8.6 below, monthly recurring charges for -48V DC power will be assessed per fused amp, per month, based upon the total number of fused amps of power capacity requested by Comcast Phone on Comcast Phone's Initial Collocation Application and all Subsequent Collocation Applications, which may either increase or decrease the originally requested, and any subsequently augmented, number of fused amps of power capacity requested, consistent with Commission orders.
- 8.3.2 BellSouth shall have the right to inspect and inventory any DC power fuse installations at a BellSouth BDFB or DC power circuit installations at BellSouth's main power board for any Comcast Phone collocation arrangement, to verify that the total number of fused amps of power capacity installed by Comcast Phone's BellSouth Certified Supplier matches the number of fused amps of DC power capacity requested by Comcast Phone on Comcast Phone's Initial Application and all Subsequent Applications. If BellSouth determines that Comcast Phone's BellSouth Certified Supplier has installed more DC capacity than Comcast Phone requested on its Initial Application and all Subsequent Applications, BellSouth shall notify Comcast Phone in writing of such discrepancy and shall assess Comcast Phone for the additional DC power fuse/circuit capacity from the Space Acceptance Date or Space Ready Date, whichever is applicable pursuant to Section 8.3 above, for the most recent Initial Application or Subsequent Application, submitted for such collocation arrangement. BellSouth shall also revise Comcast Phone's recurring DC power charges, on a going-forward basis, to reflect the higher number of fused amps of power capacity available for the collocation arrangement.

- 8.4 Nonrecurring Charges. In Florida, unless specified otherwise herein, BellSouth shall assess nonrecurring charges, including all application fees, within thirty (30) days of the date that BellSouth provides an Application Response to Comcast Phone or on Comcast Phone's next scheduled monthly billing statement, if Comcast Phone's current month's billing cycle has already closed. Nonrecurring charges associated with the processing of the Firm Order for collocation space preparation (Firm Order Processing Fee) shall be billed by BellSouth within thirty (30) days of BellSouth's confirmation of Comcast Phone's BFFO or on Comcast Phone's next scheduled monthly billing statement.
- 8.5 Space Preparation. Space preparation fees consist of a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications and Common Systems Modifications. For all states except Florida, Comcast Phone shall remit the payment of the non-recurring Firm Order Processing Fee coincident with the submission of Comcast Phone's BFFO. In Florida, the non-recurring Firm Order Processing Fee will be billed by BellSouth, pursuant to Section 8.4 above. The monthly recurring charge for Central Office Modifications will be assessed per arrangement, per square foot, for both caged and cageless physical Collocation Space. The monthly recurring charge for Common Systems Modifications will be assessed per arrangement, per square foot, for cageless physical Collocation Space and on a per cage basis for caged physical Collocation Space. These charges recover the costs associated with preparing the Collocation Space, which includes, but is not limited to, the following items: a survey, engineering of the Collocation Space, and design and modification costs for network, building and support systems.
- 8.6 Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the BellSouth Premises; however, this charge does not include any expenses associated with AC or DC power supplied to Comcast Phone's Collocation Space for the operation of Comcast Phone's equipment.
- For caged physical Collocation Space, Comcast Phone shall pay floor space charges based upon the number of square feet enclosed. The minimum size for caged Collocation Space is 50 square feet. Additional caged Collocation Space may be requested in increments of 50 square feet. For cageless Collocation Space, Comcast Phone shall pay floor space charges based upon the following floor space calculation: $[(\text{depth of the equipment lineup in which the rack is placed}) + (0.5 \times \text{maintenance aisle depth}) + (0.5 \times \text{wiring aisle depth})] \times (\text{width of rack and spacers})$. For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign cageless Collocation Space in conventional equipment rack lineups where feasible. In the event Comcast Phone's collocated equipment requires special cable racking, an isolated ground plane, or any other considerations and treatment which prevents placement within conventional

equipment rack lineups, Comcast Phone shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement.

- 8.7 Power. BellSouth shall make available –48 Volt (-48V) Direct Current (DC) power for Comcast Phone’s Collocation Space at a BellSouth Battery Distribution Fuse Bay (BDFB). When obtaining DC power from a BellSouth BDFB, Comcast Phone’s fuses and power cables (for the A & B feeds) must be engineered (sized), and installed by Comcast Phone’s BellSouth Certified Supplier, in accordance with the number of fused amps of DC power requested by Comcast Phone on Comcast Phone’s Initial Application and any Subsequent Applications. Comcast Phone is also responsible for contracting with a BellSouth Certified Supplier to run the power distribution feeder cable from the BellSouth BDFB to the equipment in Comcast Phone’s Collocation Space. The BellSouth Certified Supplier contracted by Comcast Phone must provide BellSouth with a copy of the engineering power specifications prior to the day on which Comcast Phone’s equipment becomes operational (hereinafter “Commencement Date”). BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB and Comcast Phone’s Collocation Space. Comcast Phone shall contract with a BellSouth Certified Supplier who shall be responsible for performing those power provisioning activities required to enable Comcast Phone’s equipment to become operational, which may include, but are not limited to, the installation, removal or replacement of the following: dedicated power cable support structure within Comcast Phone’s Collocation Space, power cable feeds, and terminations of the power cabling. Comcast Phone and Comcast Phone’s BellSouth Certified Supplier shall comply with all applicable NEC, BellSouth TR73503, Telcordia and ANSI Standards that address power cabling, installation, and maintenance.
- 8.7.1 In Florida only, pursuant to technical feasibility, commercial availability, and safety limitations, BellSouth will permit Comcast Phone to request DC power in 5-amp increments from 5 amps up to 100 amps from the BellSouth BDFB. However, in accordance with industry standard fuse sizing, Comcast Phone may request that BellSouth provision DC power of 70 amps or greater directly from BellSouth’s main power board. The industry standard fuse size (which is a circuit breaker on the main power board) available at a BellSouth main power board in all BellSouth Premises is a 225-amp circuit breaker.
- 8.7.2 BellSouth will revise Comcast Phone’s recurring power charges, in accordance with Section 8.3 above, to reflect a power upgrade when Comcast Phone submits a Subsequent Application requesting an increase in the number of fused amps it is currently receiving from BellSouth for its Collocation Space. If Comcast Phone’s existing fuses and power cables (for the A&B power feed) are not sufficient to support the additional number of fused amps requested, Comcast Phone’s BellSouth Certified Supplier shall perform whatever activities are necessary, which may include the installation of new/additional fuses or power cables, to comply with the appropriate

- NEC, BellSouth TR73503, Telcordia, and ANSI Standards, as well as the requirements noted above in Section 8.7 and 8.7.1. Comcast Phone's BellSouth Certified Supplier shall provide notification to BellSouth when these activities have been completed.
- 8.7.3 BellSouth will revise Comcast Phone's recurring power charges, in accordance with Section 8.3 above, to reflect a power reduction upon BellSouth's receipt of the Power Reduction Form from Comcast Phone, certifying the completion of the power reduction work, including the removal of any associated power cabling by Comcast Phone's BellSouth Certified Supplier. Notwithstanding the foregoing, if Comcast Phone's BellSouth Certified Supplier has not removed or, at BellSouth's discretion, cut the power cabling within thirty (30) days, the power reduction will not become effective until the cabling is removed or, at BellSouth's discretion, cut by Comcast Phone's BellSouth Certified Supplier and Comcast Phone shall pay for the amount of power that had been requested prior to the power reduction request for the period up to the date the power cabling is actually removed.
- 8.7.4 If Comcast Phone requests an increase or a reduction in the amount of power that BellSouth is currently providing, Comcast Phone must submit a Subsequent Application. If no modification to the Collocation Space is requested other than the increase or reduction in power, the Power Reconfiguration Only Application Fee as set forth in Exhibit B will apply. If modifications are requested in addition to the increase or reduction of power, the Subsequent Application Fee will apply. BellSouth will bill this nonrecurring fee on the date that BellSouth provides an Application Response to Comcast Phone's Subsequent Application.
- 8.7.5 If Comcast Phone has existing power configurations 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, Comcast Phone must submit a Subsequent Application. BellSouth will respond to such application within seven (7) days and a Subsequent Application fee will apply for this reconfiguration to a BellSouth BDFB.
- 8.7.6 If Comcast Phone elects to install its own DC Power Plant, BellSouth shall provide Alternating Current (AC) power to feed Comcast Phone's DC Power Plant. Charges for AC power will be assessed on a per breaker ampere, per month basis, pursuant to the rates specified in Exhibit B. The AC power rates include recovery for the provision of commercial and standby AC power. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized) and installed by Comcast Phone's BellSouth Certified Supplier, with the exception that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. Comcast Phone's BellSouth Certified Supplier must provide a copy of the engineering power specifications prior to the Commencement Date. AC power voltage and phase ratings shall be determined on a per location basis. At

Comcast Phone's option, Comcast Phone may arrange for AC power in an adjacent collocation arrangement from a retail provider of electrical power.

8.7.7 Comcast Phone shall contract with a BellSouth Certified Supplier to perform the installation and removal of dedicated power cable support structure within Comcast Phone's arrangement and terminations of cable within the Collocation Space.

8.7.8 Fused Amp Billing. In all states, except as noted above in 8.7.1 for Florida, BellSouth shall make available –48V DC power on a per fused amp, per month basis, pursuant to the following formula:

For power provisioned from a BDFB. The number of fused amps requested by Comcast Phone on its application should reflect a multiplier of 1.5 to convert its requested amps to fused amps, with a minimum of ten (10) fused amps required. The number of fused amps requested by Comcast Phone on its collocation application will be multiplied by the DC power fused amp rate set forth in Exhibit B.

For existing power configurations that are provisioned from BellSouth's main power board. The number of fused amps made available at the main power board, in increments of 225 amps/main power board circuit, will be multiplied by the DC power fused amp rate set forth in Exhibit B. In Florida, the number of fused amps requested by Comcast Phone on its collocation application will be multiplied by the DC power fused amp rate set forth in Exhibit B

8.7.9 Florida Power Usage Option. In Florida only, Comcast Phone may request that –48 DC power provisioned by BellSouth to Comcast Phone's Collocation Space be assessed per ampere (amp), per month based upon amps used, pursuant to the rates set forth in Exhibit B of this Attachment. Monthly recurring power charges will be assessed on the Space Acceptance Date or Space Ready Date, whichever is appropriate, pursuant to Section 8.3. If Comcast Phone desires to convert existing physical collocation arrangements to the Florida Power Usage Option (hereinafter "FL Option"), then the monthly recurring power charges that are applicable to the FL Option, contained in Exhibit B, will be assessed on the Space Ready Date associated with the Subsequent Application submitted by Comcast Phone to convert an existing collocation arrangement to the FL Option. The monthly recurring charges for DC power, under the FL Option, shall be calculated and applied based on the amount of power Comcast Phone requests that it be allowed to draw at a given time to a specific physical collocation arrangement in a particular BellSouth Premises on Comcast Phone's Initial Application or Subsequent Application. BellSouth shall allow Comcast Phone, at Comcast Phone's option, to order a power feed that is capable of delivering a higher DC power level but to fuse this power feed so as to allow a power level less than the feed's maximum to be drawn by Comcast Phone. BellSouth is not required to build its central office power infrastructure to meet Comcast Phone's forecasted DC power demand. Comcast Phone must specify on its Initial or Subsequent Application

the power level it wishes to be able to draw from BellSouth's power plant for each existing collocation arrangement Comcast Phone converts to the FL Option or for any new collocation arrangements Comcast Phone establishes under the FL Option.

- 8.7.9.1 BellSouth, at any time and at its own expense, shall have the right to verify the accuracy of Comcast Phone's power usage under the FL Option for a specific collocation arrangement in a particular BellSouth Premises, based on a meter reading(s) taken by BellSouth of the amount of power being consumed by Comcast Phone's collocation arrangement. BellSouth may perform its own meter reading(s) via any method it chooses, such as, but not limited to, a clamp-on ammeter. If the meter reading(s) varies by more than ten percent (10%) or five (5) amps from the power usage that has been requested by Comcast Phone for the collocation arrangement, under the FL Option, the Parties agree to work cooperatively to reconcile such discrepancy and establish the appropriate usage figure in a reasonable and expeditious manner. If the Parties substantiate BellSouth's reading, then BellSouth shall adjust Comcast Phone's billing to reflect BellSouth's power reading beginning with the first day of the month immediately following the date of the last metered reading taken by BellSouth.
- 8.7.9.2 BellSouth shall assess Comcast Phone a monthly recurring charge for DC power under the FL Option, as set forth in Exhibit B of this Attachment. Comcast Phone shall notify BellSouth of any change in its DC power usage by submitting a Subsequent Application, which reflects the new DC power level desired by Comcast Phone. The requested change in DC power usage will be reflected in Comcast Phone's next scheduled monthly billing cycle.
- 8.7.10 Tennessee Caged Collocation Power Usage Metering Option. In Tennessee only, Comcast Phone may request that DC power provisioned by BellSouth to Comcast Phone's caged Collocation Space be assessed pursuant to the Tennessee Regulatory Authority's Power Usage Metering Option (hereinafter "TN Option"). If Comcast Phone chooses the TN Option, BellSouth will assess Comcast Phone for -48V DC power using the following two components: (1) the actual measured AC usage, and (2) the DC power plant infrastructure provisioned by BellSouth to support the total number of fused amps of DC power requested by Comcast Phone on Comcast Phone's Initial Collocation Application and all Subsequent Collocation Applications. These monthly recurring power charges will be assessed by BellSouth on the Space Acceptance Date or Space Ready Date, whichever is appropriate, pursuant to Section 8.3. If Comcast Phone desires to convert an existing caged collocation arrangement to the TN Option, then the monthly recurring power charges that are applicable to the TN Option, contained in Exhibit B, will be assessed on the Space Ready Date associated with the Subsequent Application submitted by Comcast Phone to convert an existing caged collocation arrangement to the TN Option.
- 8.7.10.1 BellSouth, or its BellSouth Certified Supplier, will perform all metering activities, which will include providing the necessary ammeter or other measurement device, to

measure the actual power usage (AC usage) being drawn by Comcast Phone's collocation equipment on both the A and B power feeds. The AC Usage component of the DC power charge will be based upon the sum of either the instantaneous or busy hour average electric current readings, depending on the capabilities of the ammeter or other measurement device. Comcast Phone may, at its sole cost and expense, install its own meters on those BDFBs located in its own caged Collocation Space(s) and may notify BellSouth if it would like to offer BellSouth the option of using such meters for the purposes of measuring Comcast Phone's actual power usage. In such case, BellSouth, or its BellSouth Certified Supplier, will have the option of reading and recording the actual power usage from either the meter installed or maintained by Comcast Phone on Comcast Phone's own BDFB(s) or via a BellSouth provided measurement device. The usage reading for the option elected by BellSouth shall be used for purposes of calculating the DC power usage billing.

- 8.7.10.2 If BellSouth, or its BellSouth Certified Supplier, requires access to Comcast Phone's caged Collocation Space(s) for purposes of measuring the power usage, BellSouth or its BellSouth Certified Supplier shall provide Comcast Phone with a minimum of forty-eight (48) hours notice that access is required. Comcast Phone shall respond to such request for access within twenty-four (24) hours for the purpose of establishing the date and time of access to Comcast Phone's caged Collocation Space(s). Once the date and time of access to Comcast Phone's caged Collocation Space(s) has been agreed upon, Comcast Phone and BellSouth, or its BellSouth Certified Supplier, shall adhere to the agreed upon date and time, or provide a minimum of twenty-four (24) hours notice to the other Party if the original appointment(s) will be missed or must be canceled and rescheduled. If Comcast Phone fails to provide access to its caged Collocation Space(s) or fails to provide BellSouth, or its BellSouth Certified Supplier, with sufficient notification of the missed appointment(s), as noted above, then Comcast Phone shall pay the non-recurring "Additional Meter Reading Trip Charge", as set forth in Exhibit B of this Attachment, for each additional meter reading trip that must be rescheduled to measure Comcast Phone's power usage for such caged Collocation Space(s). Comcast Phone and the BellSouth Certified Supplier may jointly agree to less stringent notification requirements to address, for example, any service interruption or restoration of service situations, on a location-by-location basis.
- 8.7.10.3 For each new caged collocation arrangement for which Comcast Phone desires the TN Option, Comcast Phone shall indicate on Comcast Phone's Initial Application that the TN Option is being selected. For each location that Comcast Phone wishes to convert to the TN Option, Comcast Phone will submit a Subsequent Application and agrees to include in the Comments section of the Subsequent Application the following comment:

This Subsequent Application is Comcast Phone's certification that Comcast Phone is opting to convert this caged collocation arrangement to the TN Option and will

permit BellSouth, or the BellSouth Certified Supplier, to measure its actual power usage on all power feeds.

- 8.7.10.4 BellSouth will bill Comcast Phone a Power Reconfiguration Only Application Fee, as set forth in Exhibit B of this Attachment, on the date that BellSouth provides an Application Response to each Subsequent Application submitted by Comcast Phone requesting to convert a caged collocation arrangement to the TN Option. BellSouth shall then arrange for the measurement of Comcast Phone's actual power usage on each power feed (each A and B power feed) once each quarter at each of Comcast Phone's caged collocation arrangements for which Comcast Phone has submitted an Initial or Subsequent Application electing the TN Option. Based upon the actual power usage measurement taken by BellSouth or the BellSouth Certified Supplier, BellSouth shall assess Comcast Phone for AC power usage for the following quarter based upon Comcast Phone's actual metered usage for each power feed (both the A and B power feeds) or a minimum of ten (10) amps of -48V DC power usage for the sum of the A and B feeds for each power cable, whichever is greater. Such usage shall then be multiplied by the AC power consumption rate, set forth in Exhibit B of this Attachment, to determine the appropriate monthly recurring AC Usage charge that will be billed to Comcast Phone for the following three (3) months or until the next AC power usage measurement is taken, whichever is later.
- 8.7.10.5 Either Party, within fifteen (15) days of notice of the usage measurement established by the scheduled meter reading, may challenge the accuracy of that reading by requesting a new reading. If Comcast Phone requests that an unscheduled (prior to the next scheduled quarterly power reading date) power usage reading be taken, then Comcast Phone will be responsible for paying the "Additional Meter Reading Trip Charge" contained in Exhibit B of this Attachment. If BellSouth requests a power usage reading be taken in this instance, then Comcast Phone will not be charged the "Additional Meter Reading Trip Charge" for the unscheduled meter reading. If the readings vary by more than ten (10) % or five (5) Amps, whichever is greater, the Parties shall work cooperatively to reconcile such discrepancies and establish the appropriate usage figure in a reasonable and expeditious manner. If the readings do not vary outside these ranges, the initial reading will be used to calculate Comcast Phone's AC Usage charge for the next three (3) months.
- 8.7.10.6 In the event BellSouth elects to measure Comcast Phone's power using Comcast Phone's BDFB meter, then BellSouth, at any time and at its own expense, shall have the right to verify the accuracy of Comcast Phone's BDFB meter by performing its own meter reading via an alternate method, such as, but not limited to, an ammeter. If the meter readings vary significantly, the Parties agree to perform a joint investigation. If Comcast Phone's BDFB meter is found to be in error, then Comcast Phone agrees to recalibrate, repair, or replace its meter as required. The Parties recognize that the meter readings discussed in this Attachment are instantaneous readings that can experience minor fluctuations due to usage traffic, voltage fluctuations, and calibration

of the meters themselves. The readings must vary by more than ten (10) % or five (5) Amps, whichever is greater, before any recalibration, repair, or replacement will be required. If the BellSouth reading is substantiated, BellSouth shall adjust Comcast Phone's billing retroactive to the beginning of the quarter for which the last meter reading was taken.

- 8.7.10.7 When Comcast Phone submits the appropriate Initial or Subsequent Application indicating its desire to elect the TN Option for a specific caged collocation arrangement in a particular BellSouth Premises, BellSouth will provide the associated Application Response pursuant to Section 6 of this Attachment. It will then be the responsibility of Comcast Phone to submit a BFFO, indicating its desire to proceed with its request to elect the TN Option. After BellSouth receives the BFFO from Comcast Phone, the Initial or Subsequent Application will be completed by BellSouth within the provisioning intervals contained in Section 7 of this Attachment and Comcast Phone will be notified of the Space Ready Date or when the appropriate record and database changes have been made by BellSouth to reflect Comcast Phone's election of the TN Option (which will be considered the "Space Ready Date" for purposes of a Subsequent Application submitted to convert a specific caged collocation arrangement in a particular BellSouth Premises to the TN Option). BellSouth will not permit Comcast Phone to elect an earlier Space Acceptance Date than the Space Ready Date for any request submitted via a Subsequent Application for an existing caged collocation arrangement. When a Subsequent Application is used to elect the TN Option and there are no other changes requested, billing for the recurring charges associated with the AC Usage and DC Power Infrastructure components will begin upon the Space Ready Date. If Comcast Phone occupies the space prior to the Space Ready Date, for Initial Application requests only, the date Comcast Phone occupies the space will be deemed the new Space Acceptance Date and billing for the AC Usage and DC Power Infrastructure components will begin on that date. When Comcast Phone elects to move to the TN Option, the number of fused amps of DC Power infrastructure capacity requested by Comcast Phone on its Initial or Subsequent Application will be used for calculating the number of amps to be billed for the AC Usage component until such time as BellSouth or its BellSouth Certified Supplier can perform, under the currently existing quarterly meter reading schedule, a reading of Comcast Phone's power usage for the requested caged Collocation Space. As soon as this reading has been taken, BellSouth will adjust Comcast Phone's billing accordingly to reflect the actual metered usage back to the Space Acceptance Date. BellSouth will also use this reading for billing purposes until the next quarterly meter reading is performed by BellSouth or its BellSouth Certified Supplier.
- 8.7.10.8 BellSouth shall assess Comcast Phone the monthly recurring charge as set forth in Exhibit B of this Attachment for BellSouth's power plant infrastructure component of the DC power charges based upon the number of fused DC power amps requested by Comcast Phone, as reflected by Comcast Phone on its Initial Application, as well as any Subsequent Applications (i.e., augment applications), for the particular caged

- collocation arrangement(s) converted to the TN Option or any new caged collocation arrangement(s) for which Comcast Phone has chosen the TN Option.
- 8.7.10.9 Comcast Phone agrees to submit a Subsequent Application to notify BellSouth when Comcast Phone has removed or installed telecommunications equipment in Comcast Phone's physical Collocation Space to ensure that Comcast Phone's existing fused DC power capacity is sufficiently engineered to accommodate the power requirements associated with the installation of additional equipment in Comcast Phone's Collocation Space. An associated change in power usage will be reflected in the next quarterly power measurement billing cycle.
- 8.7.10.10 BellSouth will bill Comcast Phone a monthly recurring charge per caged Collocation Space for each arrangement that Comcast Phone has converted to the TN Option or has elected the TN Option for new caged Collocation Space. This "Meter Reading" monthly recurring rate element will be assessed to Comcast Phone for the first twelve (12) power circuits (each A and B feed counts as two circuits), and then for each additional two (2) circuits, read by BellSouth or its BellSouth Certified Supplier, at the rates set forth in Exhibit B of this Attachment and based on whether the power meter is provided by BellSouth or its BellSouth Certified Supplier or Comcast Phone.
- 8.7.11 In Alabama and Louisiana, Comcast Phone has the option to purchase power directly from an electric utility company. Under such option, Comcast Phone 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 Comcast Phone. Comcast Phone's BellSouth Certified Supplier must comply with all applicable safety codes, including the NEC and National Electric Safety Code (NESC) standards, in the installation of this power arrangement. If Comcast Phone currently has power supplied by BellSouth, Comcast Phone 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 Comcast Phone in provisioning said power will be billed by BellSouth on an ICB basis.
- 8.7.12 In South Carolina, Comcast Phone 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, Comcast Phone is responsible for contracting with the electric utility company for its own power feed and meter, and is financially responsible for purchasing all equipment necessary to accomplish the conversion of the commercial AC power to DC power, including inverters, batteries, power boards, bus bars, BDFBs, backup power supplies and power cabling. The actual work to install this arrangement must be performed by a BellSouth Certified Supplier hired by Comcast Phone. Comcast Phone's BellSouth Certified Supplier

must comply with all applicable national, regional, state and local safety, electrical, fire and building codes, including the NESC standards, in the installing this power arrangement, just as BellSouth is required to comply with these codes. Comcast Phone must submit an application to BellSouth for the appropriate amount of Collocation Space that Comcast Phone requires in order to install this type of power arrangement. BellSouth will evaluate the request and determine if the appropriate amount of space is available within the BellSouth Premises for the installation of Comcast Phone's power equipment and facilities. This type of power arrangement must be located in an appropriate area in the BellSouth Premises that has been properly conditioned for the installation of power equipment and conforms to the applicable national, regional, state and local safety, electrical, fire and building codes. BellSouth shall waive the application fee or any other nonrecurring charge that would otherwise be due from a competitive local exchange carrier (CLEC) that decides to reconfigure an existing collocation power arrangement so as to purchase power directly from an electric utility company as provided herein. Comcast Phone shall be responsible for the recurring charges associated with the additional space needed in the BellSouth Premises for this type of power arrangement, including space required to place associated power-related equipment and facilities (i.e., batteries, generator, fuse panel, power meter, etc.). If there is no space available for this type of power arrangement in the requested BellSouth Premises, BellSouth may seek a waiver of these requirements from the Commission for the BellSouth Premises requested. Comcast Phone would have the option to order its power needs directly from BellSouth.

- 8.7.13 In Alabama and Louisiana, if Comcast Phone has existing power configurations currently served from the BellSouth main power board and requests that its power be reconfigured to connect to a BellSouth BDFB, in a specific BellSouth Premises, Comcast Phone must submit a Subsequent Application to BellSouth. BellSouth will provide a response to such application within seven (7) days and no application fee will be assessed by BellSouth for this one time only power reconfiguration to a BellSouth BDFB. For any power reconfigurations thereafter, Comcast Phone will submit a Subsequent Application and the appropriate application fee will apply.
- 8.8 Cable Installation. Cable Installation fees will be assessed on a per entrance cable basis. This nonrecurring charge will be billed by BellSouth upon receipt of Comcast Phone's BFFO.
- 8.9 Cable Records. Cable Records charges apply for work activities required to build or remove existing cable records assigned to Comcast Phone in BellSouth's database systems. The VG/DS0 per cable record charge is for a maximum of 3,600 records per request. The fiber cable record charge is for a maximum of 99 records per request. Cable Record fees will be assessed as a nonrecurring charge, upon receipt of Comcast Phone's BFFO, in all BellSouth states, except Louisiana. In Louisiana, Cable Record fees will be assessed on a monthly recurring charge basis, upon receipt of Comcast Phone's BFFO.

- 8.10 Security Escort. After Comcast Phone has used its one accompanied site visit, pursuant to Section 5.12.1, and prior to Comcast Phone's completion of the BellSouth Security Training requirements, contained in Section 12 of this Agreement, a security escort will be required when Comcast Phone's employees, approved agent, supplier, or Guest(s) desire access to the entrance manhole or a BellSouth Premises. The rates for security escort service are assessed pursuant to the fee schedule contained in Exhibit B, beginning with the scheduled escort time agreed to by the Parties. BellSouth will wait for one-half (1/2) hour after the scheduled escort time to provide such requested escort service and Comcast Phone shall pay for such half-hour charges in the event Comcast Phone's employees, approved agent, supplier or Guest(s) fails to show up for the scheduled escort appointment.
- 8.11 Other. If no collocation rate element and associated rate is identified in Exhibit B of this Attachment, the Parties, upon request by either Party, will negotiate the rate for the specific collocation service or function identified in this Attachment.

9. Insurance

- 9.1 Comcast Phone 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 Comcast Phone 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 Comcast Phone's real and personal property situated on or within a BellSouth Premises.
- 9.2.4 Comcast Phone may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 9.3 The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Agreement, upon thirty (30) days notice to Comcast

- Phone, 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 Comcast Phone shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Premises and shall remain in effect for the term of this Agreement or until all of Comcast Phone's property has been removed from BellSouth's Premises, whichever period is longer. If Comcast Phone fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Comcast Phone.
- 9.5 Comcast Phone shall submit certificates of insurance reflecting the coverage required pursuant to this Section within a minimum of ten (10) business days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. Comcast Phone shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation or non-renewal from Comcast Phone's insurance company. Comcast Phone shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:
- BellSouth Telecommunications, Inc.
Attn.: Risk Management Office - Finance
17F54 BellSouth Center
675 W. Peachtree Street
Atlanta, Georgia 30375
- 9.6 Comcast Phone 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 Comcast Phone's net worth exceeds five hundred million dollars (\$500,000,000.00), Comcast Phone may elect to request self-insurance status in lieu of obtaining any of the insurance required in Section 9.2. Comcast Phone shall provide audited financial statements to BellSouth thirty (30) days prior to the commencement of any work in the Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to Comcast Phone in the event that self-insurance status is not granted to Comcast Phone. If BellSouth approves Comcast Phone for self-insurance, Comcast Phone shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of Comcast Phone's corporate officers. The ability to self-insure shall continue so long as the Comcast Phone meets all of the requirements of this Section. If Comcast Phone subsequently no longer satisfies the requirements of this Section, Comcast Phone is required to purchase insurance as indicated by Section 9.2.

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

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

10. Mechanics Lien

10.1 If any mechanics lien or other liens are filed against property of either Party (BellSouth or Comcast Phone), 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 Comcast Phone's equipment and facilities in Comcast Phone's Collocation Space(s) prior to the activation of facilities and/or services between Comcast Phone's equipment and equipment of BellSouth. BellSouth may conduct an inspection if Comcast Phone adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide Comcast Phone with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspections shall be borne by BellSouth.

12. Security and Safety Requirements

12.1 Unless otherwise specified, Comcast Phone will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Comcast Phone employee hired in the past five years being considered for work on a BellSouth Premises, for the states/counties where the Comcast Phone 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. Comcast Phone shall not be required to perform this investigation if an affiliated company of Comcast Phone has performed an investigation of the Comcast Phone employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply

- if Comcast Phone has performed a pre-employment statewide investigation of criminal history records of the Comcast Phone employee for the states/counties where the Comcast Phone 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 Comcast Phone 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 at www.interconnection.bellsouth.com/guides.
- 12.3 Comcast Phone shall provide its employees and agents with picture identification, which must be worn and visible at all times while in Comcast Phone's 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 Comcast Phone's name. BellSouth reserves the right to remove from a BellSouth Premises any employee of Comcast Phone not possessing identification issued by Comcast Phone or who has violated any of BellSouth's policies as outlined in the CLEC Security Training documents. Comcast Phone shall hold BellSouth harmless for any damages resulting from such removal of Comcast Phone's personnel from a BellSouth Premises. Comcast Phone shall be solely responsible for ensuring that any Guest(s) of Comcast Phone is in compliance with all subsections of this Section.
- 12.4 Comcast Phone shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. Comcast Phone 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 of Comcast Phone's personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event Comcast Phone chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, Comcast Phone 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 Comcast Phone 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 Comcast Phone 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 the commission of a criminal offense, whether or not BellSouth sought prosecution of the individual for the criminal offense.

- 12.5 For each Comcast Phone employee or agent hired by Comcast Phone within the last five years, who requires access to a BellSouth Premises to perform work in Comcast Phone Collocation Space(s), Comcast Phone shall furnish BellSouth certification that the aforementioned background check and security training were completed. This certification must be provided to and approved by BellSouth before an employee or agent will be granted such access to a BellSouth Premises. The certification will contain a statement that no felony convictions were found and certify that the employee completed the security training. If the employee's criminal history includes misdemeanor convictions, Comcast Phone will disclose the nature of the convictions to BellSouth at that time. In the alternative, Comcast Phone 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 Comcast Phone employees requiring access to a BellSouth Premises pursuant to this Attachment, Comcast Phone 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, Comcast Phone shall promptly remove from the BellSouth Premises any employee of Comcast Phone that 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 Comcast Phone is found interfering with the property or personnel of BellSouth or another collocated telecommunications carrier, provided that an investigation shall be promptly commenced by BellSouth.
- 12.7 Security Violations. BellSouth reserves the right to interview Comcast Phone's employees, agents, suppliers, or Guests in the event of wrongdoing in or around a BellSouth Premises or involving BellSouth's or another collocated telecommunications carrier's property or personnel, provided that BellSouth shall provide reasonable notice to Comcast Phone's Security representative of such interview. Comcast Phone and its employees, agents, suppliers, or Guests shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Comcast Phone's employees, agents, suppliers, or Guests. Additionally, BellSouth reserves the right to bill Comcast Phone for all reasonable costs associated with investigations involving its employees, agents, suppliers, or Guests if it is established and mutually agreed in good faith that Comcast Phone's employees, agents, suppliers, or Guests are responsible for the alleged act(s). BellSouth shall bill Comcast Phone for BellSouth property, which is stolen or damaged, where an investigation determines the culpability of Comcast Phone's employees, agents, suppliers, or Guests and where Comcast Phone agrees, in good faith, with the results of such investigation. Comcast Phone shall notify BellSouth in writing immediately in the event that Comcast Phone discovers one of its

employees, agents, suppliers, or Guests 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. Comcast Phone shall hold BellSouth harmless for any damages resulting from such removal of Comcast Phone's 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 telephone(s) 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, agents, suppliers, or Guests.

13. Destruction of Collocation Space

- 13.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, hurricane, tornado, flood or by similar force majeure circumstances to such an extent as to be rendered wholly unsuitable for Comcast Phone's permitted use hereunder, then either Party may elect within ten (10) days after such damage, to terminate occupancy of the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for Comcast Phone'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 Comcast Phone, 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. Comcast Phone may, at its own expense, accelerate the rebuild of its Collocation Space and equipment provided, however, that a BellSouth Certified Supplier is used and the necessary space preparation has been completed. If Comcast Phone's acceleration of the project increases the cost of the project, then those additional charges will be incurred at Comcast Phone's expense. Where allowed and where practical, Comcast Phone may erect a temporary facility

while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, Comcast Phone shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for Comcast Phone's permitted use, until such Collocation Space is fully repaired and restored and Comcast Phone's equipment installed therein (but in no event later than thirty (30) days after the Collocation Space is fully repaired and restored). Where Comcast Phone has placed an Adjacent Arrangement pursuant to Section 3.4, Comcast Phone 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 date possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with a proportionate refund by 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 Comcast Phone shall each have the right to terminate this Attachment with respect to such Collocation Space or Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) days after such taking.

15. Nonexclusivity

- 15.1 Comcast Phone understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of Collocation Space pursuant to all such agreements shall be determined by space availability and made on a first come, first 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 Comcast Phone 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 National Fire Protection Association (NFPA), NEC and National Electric Safety Codes (NESC) (Applicable Laws) requirements. Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 Notice. BellSouth and Comcast Phone shall provide notice to the other, including any Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. A Hazardous Chemical inventory list is posted on an OSHA Poster and updated annually at each Central Office. This Poster is normally located near the front entrance of the building or in the lounge area. Each Party is required to provide specific notice for known potential Imminent Danger conditions. Comcast Phone should contact 1-800-743-6737 for any BellSouth MSDS required.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for Comcast Phone 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. Comcast Phone will require its suppliers, agents, Guests, and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by Comcast Phone when operating in the BellSouth Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the Comcast Phone space with proper notification. BellSouth reserves the right to stop any Comcast Phone work operation that imposes Imminent Danger to the environment, employees or other persons in or around a BellSouth Premises.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at a BellSouth Premises by Comcast Phone are owned by and considered the property of Comcast Phone. Comcast Phone 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 Comcast Phone or different hazardous materials

used by Comcast Phone at a BellSouth Premises. Comcast Phone must demonstrate adequate emergency response capabilities for the materials used by Comcast Phone or remaining at a 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 Comcast Phone to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and Comcast Phone 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 Comcast Phone will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, Comcast Phone must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and the selection of BST disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. BellSouth and Comcast Phone shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages (including direct and indirect damages and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its employees, agents, suppliers, or Guests concerning its operations at a 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, Comcast Phone 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. Comcast Phone further agrees to cooperate with BellSouth to ensure that Comcast Phone's employees, agents, suppliers and/or Guests are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps, which apply to the specific Environmental function being performed by Comcast Phone, its employees, agents, suppliers, and/or Guests.
- 2.2 The most current version of the reference documentation must be requested from Comcast Phone's BellSouth Regional Contract Manager (RCM).

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact RCM Representative)
Emergency response	Hazmat/waste release/spill fire safety emergency	Fact Sheet Series 17000 Building Emergency Operations Plan (EOP) (specific to and located on 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	<p>All waste removal and disposal must conform to all applicable federal, state and local regulations</p> <p>All Hazardous Material and Waste</p> <p>Asbestos notification and protection of employees and equipment</p>	<p>Procurement Manager (CRES Related Matters)-BST Supply Chain Services</p> <p>Fact Sheet Series 17000</p> <p>GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)</p>
Manhole cleaning	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of supplier</p>	<p>Std T&C 450 Fact Sheet 14050 BSP 620-145-011PR Issue A, August 1996</p> <p>Std T&C 660-3</p> <p>Approved Environmental Vendor List (Contact RCM Representative)</p>
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	<p>GU-BTEN-001BT, Chapter 3 For questions regarding removing or disturbing materials that contain asbestos, call the BellSouth Building Service Center: AL, MS, TN, KY & LA (local area code) 557-6194 FL, GA, NC & SC (local area code) 780-2740</p>

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 Collocation

REMOTE SITE COLLOCATION TABLE OF CONTENTS

- 1. Scope of Attachment**
 - 1.1 Scope**
 - 1.2 Right to Occupy**
 - 1.3. Space Reservation**
 - 1.4. Third Party Property**
 - 1.5 Space Reclamation**
 - 1.6 Use of Space**
 - 1.7 Due Dates**
 - 1.8 Compliance**
- 2. Space Availability Optional Report**
 - 2.1 Space Availability Optional Report**
 - 2.2 Remote Terminal Information**
- 3. Collocation Options**
 - 3.1 Cageless Collocation**
 - 3.2 Caged Collocation**
 - 3.3 Shared Caged Collocation**
 - 3.4 Adjacent Collocation**
 - 3.5 Co-Carrier Cross Connects (CCXCs)**
- 4. Occupancy**
 - 4.1. Space Ready Date**
 - 4.2 Acceptance Walk Through**
 - 4.3 Early Space Acceptance**
 - 4.4 Termination of Occupancy**
- 5. Use of Remote Collocation Space**
 - 5.1. Equipment Type**
 - 5.2. No Marketing**
 - 5.3. Equipment Identification**
 - 5.4. Entrance Facilities**
 - 5.5 Shared Use**
 - 5.6 Demarcation Point**
 - 5.7 Equipment and Facilities**
 - 5.8 BellSouth Access**
 - 5.9 Customer Access**
 - 5.10 Lost or Stolen Access Keys**
 - 5.11 Interference or Impairment**
 - 5.12 Personalty and Its Removal**
 - 5.13 Alterations**
 - 5.14 Upkeep of Remote Collocation Space**

- 6. Ordering and Preparation of Remote Collocation Space**
 - 6.1. Procedures and Intervals**
 - 6.2. Remote Site Application**
 - 6.3. Availability of Space**
 - 6.4. Space Availability Notification**
 - 6.5. Denial of Application**
 - 6.6. Petition for Waiver**
 - 6.7. Waiting List**
 - 6.8. Public Notification**
 - 6.9. Application Response**
 - 6.10. Application Modifications**
 - 6.11. Bona Fide Firm Order**
- 7. Construction and Provisioning**
 - 7.1. Construction and Provisioning Intervals**
 - 7.2. Joint Planning**
 - 7.3. Permits**
 - 7.4. Use of a BellSouth Certified Supplier**
 - 7.5. Alarms and Monitoring**
 - 7.6. Virtual to Physical Remote Collocation Space Relocation**
 - 7.7. Virtual to Physical Conversion (In-Place)**
 - 7.8. Cancellation**
 - 7.9. Licenses**
 - 7.10. Environmental Compliance**
- 8. Rates and Charges**
 - 8.1. Rates**
 - 8.2. Recurring Charges**
 - 8.3. Application Fee**
 - 8.4. Bay Space**
 - 8.5. Power**
 - 8.6. Adjacent Collocation Power**
 - 8.7. Security Escort**
 - 8.8. Other**
- 9. Insurance**
- 10. Mechanics Liens**
- 11. Inspections**
- 12. Security and Safety Requirements**
- 13. Destruction of Remote Collocation Space**

14. Eminent Domain

15. Nonexclusivity

EXHIBIT A ENVIRONMENTAL AND SAFETY PRINCIPLES

EXHIBIT B RATES

BELLSOUTH
REMOTE SITE COLLOCATION

1. Scope of Attachment

- 1.1 Scope. The rates, terms, and conditions contained within this Attachment shall only apply when Comcast Phone 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. 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 is 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 Comcast Phone Remote Collocation Space on rates, terms, and conditions that are just, reasonable, non-discriminatory, and consistent with the rules of the Federal Communications Commission (“FCC”). Subject to the rates, terms, and conditions of this Attachment, where space is available and collocation is technically feasible, BellSouth will allow Comcast Phone 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 Comcast Phone 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 bays specified by Comcast Phone may contemplate a request for space sufficient to accommodate Comcast Phone’s growth within a two-year period.
- 1.3.2 In the state of Florida, the number of bays specified by Comcast Phone may contemplate a request for space sufficient to accommodate Comcast Phone’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 Comcast Phone that BellSouth's agreement with a Third Party does not grant BellSouth the ability to provide access and use rights to others, upon Comcast Phone's request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for Comcast Phone. Comcast Phone agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for Comcast Phone. 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 Comcast Phone as above, Comcast Phone shall be responsible for obtaining such permission to access and use such property. BellSouth shall cooperate with Comcast Phone 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. Comcast Phone 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. Comcast Phone shall use the Remote Collocation Space for the purposes of installing, maintaining and operating Comcast Phone's equipment (which may include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities or for accessing BellSouth unbundled network elements (UNEs) in accordance with the Act and FCC and Commission rules. The Remote Collocation Space may be used for no other purposes except as specifically described herein or in any amendment hereto.
- 1.7 Due Dates. If any due date contained in this Attachment falls on a weekend or National holiday, then the due date will be the next business day thereafter. For intervals of ten (10) days or less National holidays will be excluded. . For purposes of this Attachment, national holidays include the following: New Year's Day, Martin Luther King, Jr. Day, President's Day (Washington's Birthday), Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.
- 1.8 Compliance. Subject to Section 24 of the General Terms and Conditions of this Agreement, the Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.

2. Space Availability Optional Report

- 2.1 Space Availability Optional Report. Upon request from Comcast Phone, 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 Comcast Phone 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 National Exchange Carrier Association (NECA) Tariff FCC No. 4. If Comcast Phone is unable to obtain the CLLI code for the Remote Site Location from, for example, a site visit to the remote site, Comcast Phone may request the CLLI code from BellSouth. To obtain a CLLI code for a Remote Site Location directly from BellSouth, Comcast Phone 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. Comcast Phone 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) days of receipt of such request. BellSouth will make commercially reasonable efforts to respond in ten (10) 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) day response time, BellSouth shall notify Comcast Phone and inform Comcast Phone of the time frame under which it can respond.
- 2.2 Remote Terminal Information. Upon request, BellSouth will provide Comcast Phone 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) days of a Comcast Phone 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 Comcast Phone, up to a maximum of thirty (30) wire centers per

Comcast Phone 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) Comcast Phone agrees to pay the costs incurred by BellSouth in providing the information. Multiple Wire Center CLLI code requests may be place on one CD.

3. Collocation Options

- 3.1 Cageless Collocation. BellSouth shall allow Comcast Phone to collocate Comcast Phone's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow Comcast Phone to have direct access to Comcast Phone's equipment and facilities in accordance with Section 5.8. BellSouth shall make cageless collocation available in single bay increments. Except where Comcast Phone'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, Comcast Phone 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 7.4 following.
- 3.2 Caged Collocation. At Comcast Phone's option and expense, Comcast Phone 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 specifications for a wire mesh enclosure prior to starting equipment installation. Where local building codes require enclosure specifications more stringent than BellSouth's wire mesh enclosure specifications, Comcast Phone and Comcast Phone's BellSouth Certified Supplier must comply with the more stringent local building code requirements. Comcast Phone's BellSouth Certified Supplier shall be responsible for filing and obtaining any and all necessary permits and/or licenses for such construction. BellSouth or BellSouth's designated agent or contractor shall provide, at Comcast Phone's expense, documentation, which may include existing building architectural drawings, enclosure drawings, and specifications etc., necessary for Comcast Phone's BellSouth Certified Supplier to obtain the zoning, permits and/or other licenses. Comcast Phone's BellSouth Certified Supplier shall bill Comcast Phone directly for all work performed for Comcast Phone pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by Comcast Phone's BellSouth Certified Supplier. Comcast Phone 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 Comcast Phone's locked enclosure prior to notifying Comcast Phone at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to Comcast Phone's Remote Site Location is required. Upon request, BellSouth shall construct the enclosure for Comcast Phone.

- 3.2.1 BellSouth may elect to review Comcast Phone's plans and specifications, if Comcast Phone has indicated its desire to have Comcast Phone's BellSouth Certified Supplier construct the collocation arrangement enclosure, prior to allowing the construction to start, to ensure Comcast Phone's compliance with BellSouth's wire mesh enclosure specifications. BellSouth will notify Comcast Phone of its desire to execute this review in BellSouth's Application Response to Comcast Phone's application. The Application Response is defined for purposes of this Attachment as BellSouth's written response that includes sufficient information for Comcast Phone to place a firm order for the Remote Collocation Space it is requesting. If Comcast Phone's application does not indicate their desire to construct their own enclosure and Comcast Phone subsequently decides to construct its own enclosure prior to BellSouth's Application Response, then Comcast Phone will resubmit its application, indicating its desire to construct its own enclosure. BellSouth shall complete its review within fifteen (15) days after BellSouth's receipt of Comcast Phone's plans and specifications. Regardless of whether or not BellSouth elects to review Comcast Phone'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 wire mesh enclosure specifications, as applicable. If BellSouth decides to inspect the constructed Remote Collocation Space, BellSouth will complete its inspection within fifteen (15) days after receipt of Comcast Phone's written notification that the enclosure has been completed. BellSouth shall require Comcast Phone, at Comcast Phone's expense, to remove or correct within seven (7) days after BellSouth has completed its inspection of Comcast Phone's caged Remote Collocation Space, any structure that does not meet Comcast Phone's plans and specifications or BellSouth's wire mesh enclosure specifications, as applicable.
- 3.3 Shared Caged Collocation. Comcast Phone may allow other telecommunications carriers to sublease Comcast Phone's Remote Collocation Space pursuant to terms and conditions agreed to by Comcast Phone ("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. Comcast Phone shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest prior to any application. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by Comcast Phone 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 Comcast Phone.
- 3.3.1 Comcast Phone, 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 Comcast Phone with a proration of the costs of the Remote Collocation

- Space based on the number of collocators and the space used by each. BellSouth will not allocate less than one (1) bay 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, Comcast Phone shall be the responsible Party to BellSouth for the purpose of submitting applications for bay placement for the Guest. In Florida the Guest may submit its own initial bay 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 Application Response to the Guest(s) bona fide application.
- 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/or access to UNEs. The bill for these interconnecting facilities, services and access to UNEs will be charged to the Guest pursuant to the applicable BellSouth tariff or the Guest's Interconnection Agreement with BellSouth.
- 3.3.3 Comcast Phone 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 Comcast Phone'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 an adjacent Remote Site collocation arrangement ("Adjacent Arrangement") on the property on which BellSouth's Remote Site is located when space within the Remote Site Location is legitimately exhausted, where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Remote Site Location property. The Adjacent Arrangement shall be constructed or procured by Comcast Phone and in conformance with BellSouth's design and construction specifications. Further, Comcast Phone shall construct, procure, maintain and operate said Adjacent Arrangement 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 Adjacent Arrangement.
- 3.4.1 Should Comcast Phone elect Adjacent Collocation, Comcast Phone must arrange with a BellSouth Certified Supplier to construct or procure an Adjacent Arrangement structure in accordance with BellSouth's specifications. Where local building codes require specifications more stringent than BellSouth's own specifications, Comcast Phone and Comcast Phone's BellSouth Certified Supplier must comply with local building code requirements. Comcast Phone's BellSouth Certified Supplier shall be responsible for filing and obtaining any and all necessary zoning, permits and/or licenses for such construction. Comcast Phone's BellSouth Certified Supplier shall bill Comcast Phone directly for all work performed for Comcast Phone pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such

- charges imposed by Comcast Phone's BellSouth Certified Supplier. Comcast Phone 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 Comcast Phone's locked enclosure prior to notifying Comcast Phone 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 Comcast Phone must submit its plans and specifications to BellSouth with its firm order. BellSouth shall review Comcast Phone's plans and specifications prior to construction of an Adjacent Arrangement to ensure compliance with BellSouth's specifications. BellSouth shall complete its review within fifteen (15) days after receipt of plans and specifications. BellSouth may inspect the Adjacent Arrangement during and after construction to confirm it is constructed according to the submitted plans and specifications. If BellSouth decides to inspect the completed Adjacent Arrangement, BellSouth will complete its inspection within fifteen (15) days after receipt of Comcast Phone's written notification that the Adjacent Arrangement has been completed. BellSouth shall require Comcast Phone, at Comcast Phone's expense, to remove or correct within seven (7) days after BellSouth has completed its inspection of Comcast Phone's Adjacent Arrangement, any structure that does not meet its submitted plans and specifications or, BellSouth's specifications, as applicable.
- 3.4.3 Comcast Phone shall provide a concrete pad, the structure housing the Adjacent Arrangement, HVAC, lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of demarcation. At Comcast Phone'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, at Comcast Phone's request and expense, BellSouth will provide DC power to an Adjacent Collocation site where technically feasible, as that term has been defined by the FCC, and in accordance with applicable law, BellSouth will provide DC power in an Adjacent Arrangement provided that such provisioning can be done in compliance with the National Electric Code (NEC), any and all safety and local codes, such as, but not limited to, local zoning codes, and upon completion of negotiations between the Parties on the applicable rates and intervals. Comcast Phone will pay for any and all (100%) DC power construction and provisioning costs to an Adjacent Arrangement through individual case basis (ICB) pricing that must be paid as follows: fifty percent (50%) before the DC installation work begins, and fifty percent (50%) at completion of the DC installation work to the Adjacent Arrangement. Comcast Phone's BellSouth Certified Supplier shall be responsible, at Comcast Phone's expense, for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement. BellSouth shall allow Shared caged Host/Guest collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth herein.

- 3.5 Co-Carrier Cross-Connects (CCXC)s. A Co-Carrier Cross Connect (CCXC) is a cross connection between Comcast Phone and another collocated telecommunications carrier, other than BellSouth, in the same BellSouth Remote Site Location. BellSouth will permit Comcast Phone to interconnect between its Remote Collocation Space(s) and Remote Collocation Space(s) of another (or other) collocated telecommunications carrier(s) within the same BellSouth Remote Site Location via a CCXC, pursuant to FCC Rules. The other collocated telecommunications carrier's agreement must also contain CCXC rates, terms and conditions before BellSouth will permit the provisioning of CCXC between the two collocated carriers. The applicable BellSouth charges will be assessed to the collocated telecommunications carrier that requests the CCXC. Comcast Phone is prohibited from using the Remote Collocation Space for the sole or primary purpose of cross-connecting to other collocated telecommunications carriers.
- 3.5.1 Comcast Phone must contract with a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned using facilities owned by Comcast Phone. Such cross-connections to other collocated telecommunications carriers may be made using either optical or electrical facilities. Comcast Phone 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 CCXC shall utilize BellSouth common cable support structure. . There will be a recurring charge per linear foot, per cable, of the common cable support structure used by Comcast Phone to provision the CCXC to the other collocated telecommunications carrier. In those instances where Comcast Phone's equipment and the equipment of the other collocated telecommunications carrier are located in contiguous caged Remote Collocation Spaces, Comcast Phone may use its own technicians to install the co-carrier cross connects using either electrical or optical facilities between the sets of equipment of both collocated telecommunications carriers by constructing a dedicated cable support structure between the two contiguous cages. Comcast Phone shall deploy such optical or electrical cross-connections directly between its own equipment and the equipment of the other collocated telecommunications carrier without being routed through BellSouth's equipment or, in the case of a CCXC provisioned between contiguous collocation spaces, common cable support structure. Comcast Phone shall not provision CCXC on any BellSouth distribution frame, POT (Point of Termination) Bay, DSX (Digital System Cross-connect) panel or LGX (Light Guide Cross-connect) panel. Comcast Phone is solely responsible for ensuring the integrity of the signal.
- 3.5.2 To place an order for a CCXC, Comcast Phone must submit an application to BellSouth. If no modification to the Remote Collocation Space is requested other than the placement of a CCXC, the Co-Carrier Cross Connect Application Fee for a CCXC, as defined in Exhibit B, will apply. If other modifications are requested, in addition to the placement of a CCXC, the Application Fee will apply. BellSouth will bill this nonrecurring charge on the date that it provides an Application Response to Comcast Phone.

4. Occupancy

- 4.1 Space Ready Date. BellSouth will notify Comcast Phone in writing that the Remote Collocation Space is ready for occupancy ("Space Ready Date").
- 4.2 Acceptance Walk Through. Comcast Phone will schedule and complete an acceptance walkthrough of each Remote Collocation Space with BellSouth within fifteen (15) days after BellSouth notifies Comcast Phone that Remote Collocation Space is ready for occupancy ("Space Ready Date"). BellSouth will correct any deviations to Comcast Phone's original or jointly amended requirements within seven (7) 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) days after the new Space Ready Date. This follow-up acceptance walkthrough will be limited to those items identified in the initial walkthrough. If Comcast Phone completes its acceptance walkthrough within the fifteen (15) day interval(s) associated with the applicable Space Ready Date, billing will begin upon the date of Comcast Phone's acceptance of the Remote Collocation Space ("Space Acceptance Date"). In the event that Comcast Phone fails to complete an acceptance walkthrough within this fifteen (15) day interval, the Remote Collocation Space shall be deemed accepted by Comcast Phone on the Space Ready Date and billing will commence from that date.
- 4.3 Early Space Acceptance. If Comcast Phone decides to occupy the Remote Collocation Space prior to the Space Ready Date, the date Comcast Phone occupies the space is deemed the Space Acceptance Date and billing will begin from that date. Comcast Phone must notify BellSouth in writing that its collocation equipment installation is complete. Comcast Phone's collocation equipment installation is complete, which is when Comcast Phone's equipment has been cross-connected to BellSouth's network for the purpose of provisioning telecommunication services to Comcast Phone's customers. BellSouth may, at its discretion, refuse to accept any orders for cross-connects until it has received such notice from Comcast Phone.
- 4.4 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Attachment, Comcast Phone may terminate occupancy in a particular Remote Collocation Space by submitting an application requesting termination of occupancy for such Remote Collocation Space. Such termination shall be effective upon BellSouth's acceptance of the Space Relinquishment Form. Billing for monthly recurring charges will cease on the date Comcast Phone and BellSouth conduct an inspection of the terminated space and jointly sign off on the Space Relinquishment Form or on the date that Comcast Phone 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 any discrepancies, billing will cease on the date that BellSouth and Comcast Phone jointly conduct an inspection, which confirms that Comcast Phone has corrected the discrepancies. An Application Fee will not apply for

- termination of occupancy. BellSouth may terminate Comcast Phone's right to occupy the Remote Collocation Space in the event Comcast Phone fails to comply with any provision of this Agreement, for such Remote Collocation Space..
- 4.4.1 Upon termination of occupancy, Comcast Phone, at its sole expense, shall remove its equipment and other property from the Remote Collocation Space. Comcast Phone shall have thirty (30) days from the BFFO date ("Termination Date") to complete such removal, including the removal of all equipment and facilities of Comcast Phone's Guest(s), unless Comcast Phone's Guest(s) has assumed responsibility for the Remote Collocation Space housing the Guest(s)'s equipment and executed the appropriate documentation required by BellSouth to transfer the Remote Collocation Space to the Guest(s) prior to Comcast Phone's Termination Date.
- 4.4.2 Comcast Phone shall continue payment of all monthly recurring charges to BellSouth until the date Comcast Phone, and if applicable Comcast Phone's Guest(s), has fully vacated the Remote Collocation Space and the Space Relinquish Form has been accepted by BellSouth. If Comcast Phone or Comcast Phone's Guest(s) fails to vacate the Remote Collocation Space within thirty (30) days from the Termination Date, BellSouth shall have the right to remove and dispose of the equipment and any other property of Comcast Phone or Comcast Phone's Guest(s), in any manner that BellSouth deems fit, at Comcast Phone's expense and with no liability whatsoever for Comcast Phone's property or Comcast Phone's Guest(s)'s property.
- 4.4.3 Upon termination of Comcast Phone's right to occupy Remote Collocation Space, the Remote Collocation Space will revert back to BellSouth, and Comcast Phone shall surrender such Remote Collocation Space to BellSouth in the same condition as when it was first occupied by Comcast Phone, with the exception of ordinary wear and tear, unless otherwise agreed to by the Parties. For CEVs and huts, Comcast Phone's BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth specifications including, but not limited to, Record Drawings and ERMA Records. Comcast Phone shall be responsible for the cost of removing any Comcast Phone constructed enclosure, as well as any support structures (e.g., racking, conduits, power cables, etc.), by the Termination Date and restoring the grounds to their original condition.
- 5. Use of Remote Collocation Space**
- 5.1 Equipment Type. BellSouth permits the collocation and use of any type of equipment that is necessary and will be used primarily for interconnection to BellSouth's network or for access to UNEs in the provision of telecommunications services, as the term "necessary" is defined by FCC 47 C.F.R. Section 51.323 (b). Equipment is necessary for interconnection if an inability to deploy that equipment would, as a practical, economical, or operational matter, preclude the requesting carrier from obtaining interconnection with BellSouth at a level equal in quality to that which BellSouth

obtains within its own network or what BellSouth provides to any affiliate, subsidiary, or other party.

- 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 equipment based on Comcast Phone's failure to comply with this Section.
- 5.1.2.1 All Comcast Phone 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 Comcast Phone shall identify to BellSouth whenever Comcast Phone submits a Method of Procedure ("MOP") adding equipment to Comcast Phone's Remote Collocation Space all UCC-1 lien holders or other entities that have a financial interest, secured or otherwise, in the equipment in Comcast Phone's Remote Collocation Space. Comcast Phone shall submit a copy of the list of any lien holders or other entities that have a financial interest to Comcast Phone's ATCC Representative.
- 5.2 No Marketing. Comcast Phone 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 Equipment Identification. Comcast Phone shall place a plaque or affix other identification (e.g., stenciling or labeling) to each piece of Comcast Phone's

- equipment, including the appropriate emergency contacts with their corresponding telephone numbers, in order for BellSouth to properly identify Comcast Phone's equipment in the case of an emergency. For caged Remote Collocation Space, such identification must be placed on a plaque affixed to the outside of the caged enclosure.
- 5.4 Entrance Facilities. Comcast Phone may elect to place Comcast Phone-owned or Comcast Phone-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. Comcast Phone 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. Comcast Phone must contact BellSouth for authorization and instruction prior to placing any entrance facility cable. Comcast Phone is responsible for maintenance of the entrance facilities that terminate into Comcast Phone's Remote Collocation Space.
- 5.5 Shared Use. Comcast Phone may utilize spare capacity on an existing telecommunications carrier's entrance facility for the purpose of obtaining an entrance facility to Comcast Phone's Remote Collocation Space within the same BellSouth Remote Site Location.
- 5.6 Demarcation Point. BellSouth will designate the point(s) of demarcation between Comcast Phone's equipment and/or network facilities and BellSouth's network facilities. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. Comcast Phone or its agent must perform all required maintenance to Comcast Phone equipment/facilities on its side of the demarcation point, pursuant to Section 5.7, following.
- 5.7 Equipment and Facilities. Comcast Phone, or if required by this Attachment, Comcast Phone's BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and network facilities used by Comcast Phone which must be performed in compliance with all applicable BellSouth specifications. Such equipment and network facilities may include but are not limited to cable(s), equipment, and point of termination connections. Comcast Phone and its selected 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 Access. 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 Comcast Phone at least forty-eight (48) hours before access to the Remote Collocation Space is required. Comcast Phone may elect to be present whenever BellSouth performs work in the Remote Collocation Space. The Parties agree that Comcast Phone will not bear

any of the expense associated with this work. In the case of an emergency, BellSouth will provide oral notice of entry as soon as possible and, upon request, will provide subsequent written notice.

- 5.9 Customer Access. Pursuant to Section 12, Comcast Phone shall have access to its Remote Collocation Space twenty-four (24) hours a day, seven (7) days a week. Comcast Phone agrees to provide the name and social security number, date of birth, or driver's license number of each employee, supplier, or agent of Comcast Phone or Comcast Phone's Guest(s) with Comcast Phone's written request for access keys or cards (Access Devices) for specific BellSouth Premises, prior to the issuance of said Access Devices, using Form RF-2906-C, the "CLEC and CLEC Certified Supplier Access Request and Acknowledgement" form. The appropriate key acknowledgement forms (the "Collocation Acknowledgement Sheet" for access cards and the "Key Acknowledgement Form" for keys) must be signed by Comcast Phone and returned to BellSouth Access Management within fifteen (15) days of Comcast Phone's receipt of these forms. Failure to return these properly acknowledged forms will result in the subsequent access key or card requests being held by BellSouth until the proper acknowledgement documents have been received by BellSouth and reflect current information. Access Devices may not be duplicated under any circumstances. Comcast Phone agrees to be responsible for all Access Devices and for the return of all Access Devices in the possession of Comcast Phone's employees, suppliers, agents, or Guests after termination of the employment relationship, the contractual obligation with Comcast Phone ends, upon the termination of this Agreement, or upon the termination of occupancy of Remote Collocation Space in a specific BellSouth Premises. Comcast Phone shall pay all applicable charges associated with lost or stolen Access Devices.
- 5.9.1 BellSouth will permit one (1) accompanied site visit, which will be limited to no more than one hour, to Comcast Phone's designated Remote Collocation Space, after receipt of the BFFO, without charge to Comcast Phone. Comcast Phone must submit to BellSouth the completed Access Control Request Form for all employees, suppliers, agents or Guests requiring access to a BellSouth Premises at least thirty (30) days prior to the date Comcast Phone desires to gain access to the Remote Collocation Space. In order to permit reasonable access during construction of the Remote Collocation Space, Comcast Phone may submit a request for its one (1) free accompanied site visit to its designated Remote Collocation Space at any time subsequent to BellSouth's receipt of the BFFO. In the event Comcast Phone desires access to its designated Remote Collocation Space after the first accompanied free visit and Comcast Phone's access request form(s) has not been approved by BellSouth or Comcast Phone has not yet submitted an access request form to BellSouth, Comcast Phone shall be permitted to access the Remote Collocation Space accompanied by a BellSouth security escort, at Comcast Phone's expense, which will be assessed pursuant to the Security Escort fees contained in Exhibit B. Comcast Phone must request that escorted access be provided by BellSouth to Comcast Phone's designated Remote Collocation Space at least three (3) business days prior to

- the date such access is desired. A BellSouth security escort will be required whenever Comcast Phone or its approved agent or supplier requires access to the entrance manhole.
- 5.10 Lost or Stolen Access Keys. Comcast Phone 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), Comcast Phone shall pay for all reasonable costs associated with the re-keying or deactivating the device(s).
- 5.11 Interference or Impairment. Notwithstanding any other provisions of this Attachment, Comcast Phone 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 routed through the Remote Site; 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 Comcast Phone violates the provisions of this paragraph, BellSouth shall provide written notice to Comcast Phone, which shall direct Comcast Phone to cure the violation within forty-eight (48) hours of Comcast Phone's receipt of written notice or, if such cure is not feasible, at a minimum, to commence curative measures within twenty-four (24) hours and exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to conduct the inspection of the Remote 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 Comcast Phone fails to take cure the violation within forty-eight (48) hours or, if such cure is not possible, to commence curative action within twenty-four (24) hours and exercise reasonable diligence to complete such action as soon as possible, or if the violation is of a character which 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 necessary to eliminate such threat including, without limitation, the interruption of electrical power to Comcast Phone's equipment and/or facilities. BellSouth will endeavor, but is not required, to provide notice to Comcast Phone prior to the taking of such action and BellSouth shall have no liability to Comcast Phone 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 Comcast Phone fails to take curative action within forty-eight (48) hours, or such cure is not possible, to commence curative action within twenty-four (24) hours and exercise reasonable diligence to complete such action as soon as possible, BellSouth will establish before the appropriate Commission that the technology deployed is causing the significant degradation. Any claims of network harm presented to Comcast Phone or, if subsequently necessary, the Commission must be provided by BellSouth with specific and verifiable information. Where BellSouth demonstrates that a certain technology deployed by Comcast Phone is significantly degrading the performance of other advanced services or traditional voice band services, Comcast Phone shall discontinue deployment of that technology and migrate its customers to other technologies that will not significantly degrade the performance of such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that it is acceptable for deployment, pursuant to 47CFR, Section 51.230 of the FCC’s Rules, the degraded service shall not prevail against the newly-deployed technology.
- 5.12 Personalty and Its Removal. Facilities and equipment placed by Comcast Phone 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 personal property and may be removed by Comcast Phone at any time. Any damage caused to the Remote Collocation Space by Comcast Phone’s employees, suppliers, agents or Guests during the installation or removal of such property shall be promptly repaired by Comcast Phone at its sole expense.
- 5.13 Alterations. Under no condition shall Comcast Phone or any person acting on behalf of Comcast Phone 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 Remote Collocation Space or the BellSouth Remote Site Location, hereinafter referred to individually or collectively as “Alterations”, without the express written consent of BellSouth, which shall not be unreasonably withheld. The cost of any such Alteration shall be paid by Comcast Phone. An Alteration shall require the submission of an application and Application Fee. BellSouth will bill the nonrecurring fee on the date that BellSouth provides Comcast Phone with an Application Response.
- 5.14 Upkeep of Remote Collocation Space. Comcast Phone shall be responsible for the general upkeep and cleaning of the Remote Collocation Space. Comcast Phone shall be responsible for removing any of Comcast Phone’s 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 Procedures and Intervals. Should any state or federal regulatory agency impose procedures or intervals applicable to Comcast Phone 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 Attachment, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted after the effective date thereof.
- 6.2 Remote Site Application. When Comcast Phone or Comcast Phone's Guest(s) desires to install a bay in a Remote Site Location, Comcast Phone shall input a BellSouth Physical Expanded Interconnection Application Document ("Application") directly into BellSouth's electronic application (e.App) system for processing. The 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, as set forth in Exhibit B, will apply to each Application submitted by Comcast Phone and will be billed on the date BellSouth provides Comcast Phone with an Application Response. The placement of an additional bay 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 5.7, within an existing bay, does not require an Application.
- 6.3 Availability of Space. Upon submission of an Application, BellSouth will permit Comcast Phone 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 Comcast Phone of the amount that is available.
- 6.4 Space Availability Notification. For all states except Florida and Tennessee, BellSouth will respond to an Application within ten (10) days as to whether space is available or not available within a BellSouth Remote Site Location. . In Florida and Tennessee, BellSouth will respond to an Application within fifteen (15) days as to whether space is available or not available within a BellSouth Premises. BellSouth's e.App system will reflect when Comcast Phone's Application is Bona Fide. If the Application cannot be Bona Fide, BellSouth will identify what revisions are necessary for the Application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify Comcast Phone 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 Comcast Phone or space that is configured differently, no Application

- Fee shall apply. If Comcast Phone decides to accept the available space, Comcast Phone must resubmit its Application to reflect the actual space available, including the configuration of the space, prior to submitting a BFFO. When Comcast Phone resubmits its Application to accept the available space, BellSouth will bill Comcast Phone the appropriate Application Fee.
- 6.5 Denial of Application. If BellSouth notifies Comcast Phone that no space is available (Denial of Application), BellSouth will not assess an Application Fee to Comcast Phone. After notifying Comcast Phone that BellSouth has no available space in the requested Remote Site Location, BellSouth will allow Comcast Phone, upon request, to tour the Remote Site Location within ten (10) days of such Denial of Application. In order to schedule this tour within ten (10) days, BellSouth must receive the request for the tour of the Remote Site Location within five (5) days of the Denial of Application.
- 6.6 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 Comcast Phone to inspect any 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 telecommunications carriers who have either received a Denial of Application or, where it is publicly known that a Remote Site Location is out of space, have submitted a Letter of Intent to collocate in that Remote Site Location. 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, which is governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting telecommunications carriers that have either received a Denial of Application or, where it is publicly known that a Remote Site Location is out of space, have submitted a Letter of Intent to collocate in that Remote Site Location. Sixty (60) days prior to Remote Collocation Space becoming available, if known, BellSouth will notify the Commission and the telecommunications carriers on the waiting list by mail when space will become available. If BellSouth does not know sixty (60) days in advance of when Remote Collocation Space will become available, BellSouth will notify the Commission and the telecommunications carriers on the waiting list within two (2) business days of the determination that space will become available.

- 6.7.2 When Remote Collocation Space becomes available, Comcast Phone must submit an updated, complete, and accurate Application to BellSouth within thirty (30) days of such notification that Remote Collocation Space will be available in the requested Remote Site Location previously out of space. If Comcast Phone has originally requested caged Remote Collocation Space and cageless Remote Collocation Space becomes available, Comcast Phone may refuse such space and notify BellSouth in writing, within the thirty (3) day timeframe referenced above, that Comcast Phone wishes to maintain its place on the waiting list for caged Remote Collocation Space, without accepting the available cageless Remote Collocation Space. Comcast Phone 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 Comcast Phone does not submit an Application or notify BellSouth in writing within the thirty (3) day timeframe as described above, BellSouth will offer the available Remote Collocation Space to the next telecommunications carrier on the waiting list and remove Comcast Phone from the waiting list. Upon request, BellSouth will advise Comcast Phone as to its position on the waiting list for a particular Remote Site Location.
- 6.8 Public Notification. BellSouth will maintain on its Interconnection Services Web site, www.interconnection.bellsouth.com, a notification document that will indicate all Remote Site Locations that are without available space. BellSouth shall update such document within ten (10) 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 and Tennessee, within fifteen (15) days of receipt of a Bona Fide Application, when Remote Collocation Space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the Remote Collocation Space available, BellSouth will provide an Application Response including sufficient information to enable Comcast Phone to place a firm order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, the Cable Records Fee, and any other applicable space preparation fees, as described in Section 8. When Comcast Phone submits ten (10) or more Applications within ten (10) days, the initial fifteen (15) day response interval will increase by ten (10) days for every additional ten (10) Applications or fraction thereof.
- 6.9.2 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, when Remote Collocation Space has been determined to be available, BellSouth will provide an Application Response within twenty (20) days of receipt of a Bona Fide Application. The Application Response will be a written response that includes sufficient information to enable Comcast Phone to place a firm order, which,

at a minimum, will include the configuration of the space, the Cable Installation Fee, the Cable Records Fee, and any other applicable space preparation fees, as described in Section 8.

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 (1) Customer Information, (2) Contact Information or (3) Billing Contact Information, whether at the request of Comcast Phone 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 Comcast Phone the 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 Comcast Phone shall indicate its intent to proceed with equipment installation in a BellSouth Remote Site Location by submitting a BFFO to BellSouth. The BFFO must be received by BellSouth no later than thirty (30) days after BellSouth's Application Response to Comcast Phone's Bona Fide Application or Comcast Phone's Application will expire.

6.11.2 BellSouth will establish a Firm Order date based upon the date BellSouth is in receipt of Comcast Phone's BFFO. BellSouth will acknowledge the receipt of Comcast Phone's BFFO within seven (7) days of receipt, so that Comcast Phone will have positive confirmation 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 may 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 for Remote Collocation Space as soon as possible within a maximum of ninety (90) days from receipt of a BFFO or as agreed to by the Parties. For Alterations requested to Remote Collocation Space after the initial space has been completed, BellSouth will complete construction for Remote Collocation Space as soon as possible within a maximum of forty-five (45) days from receipt of a BFFO or as agreed to by the Parties, as long as no additional space has been requested by Comcast Phone. If additional space has been requested by Comcast Phone, BellSouth will complete construction for the requested Remote Collocation Space as soon as possible within a maximum of ninety (90) days from receipt of a BFFO for physical Remote Collocation Space and forty five (45) days from receipt of a BFFO for virtual Remote Collocation Space. If BellSouth does not believe that construction will be completed within the relevant provisioning interval and BellSouth and Comcast Phone cannot agree upon a completion date,

- within forty-five (45) days of receipt of the BFFO for an initial request, or within thirty (30) days of receipt of the BFFO for an Alteration, 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 Remote Collocation Space under ordinary conditions as soon as possible within a maximum of sixty (60) days from receipt of a BFFO and ninety (90) days from receipt of a BFFO for extraordinary conditions, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes required to 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 for the Remote Collocation Space requested or BellSouth may seek a waiver from the interval, as set forth above, from the appropriate Commission, if BellSouth does not believe that construction will be completed within the relevant provisioning interval.
- 7.1.3 If BellSouth does not have space immediately available at a Remote Site Location, BellSouth may elect, but not be limited, to make additional space available by 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 Comcast Phone with the estimated completion date in its Application Response.
- 7.2 Joint Planning. Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and Comcast Phone will commence within a maximum of twenty (20) days from BellSouth's receipt of a BFFO. At such meeting, the Parties will agree to the preliminary design of the Remote Collocation Space and the equipment configuration requirements, as reflected in the Application and affirmed in the BFFO.
- 7.3 Permits. Each Party, its agent(s) or BellSouth Certified Supplier(s) will diligently pursue filing for the permits required for the scope of work to be performed by that Party, its agent(s) or BellSouth Certified Supplier(s) within ten (10) days of the completion of finalized construction designs and specifications.
- 7.4 Use of BellSouth Certified Supplier. Comcast Phone shall select a supplier, which has been approved as a BellSouth Certified Supplier to perform all construction, engineering (as specified in TR 73503), installation, and removal work. Comcast Phone, if a BellSouth Certified Supplier, or Comcast Phone's BellSouth Certified Supplier must follow and comply with all of BellSouth's specifications and the

following BellSouth Technical Requirements: TR 73503, TR 73519, TR 73572, and TR 73564. Unless the BellSouth Certified Supplier has met the requirements for all of the required work activities, Comcast Phone must use a different BellSouth Certified Supplier for the work activities associated with transmission equipment, switching equipment and power equipment. BellSouth shall provide Comcast Phone with a list of BellSouth Certified Suppliers, upon request. Comcast Phone, if a BellSouth Certified Supplier, or Comcast Phone's BellSouth Certified Supplier(s) shall be responsible for installing Comcast Phone's equipment and associated components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and Comcast Phone upon successful completion of the installation and any associated work. When a BellSouth Certified Supplier is used by Comcast Phone, the BellSouth Certified Supplier shall bill Comcast Phone directly for all work performed for Comcast Phone pursuant to this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by Comcast Phone's BellSouth Certified Supplier. BellSouth shall make available its supplier certification program to Comcast Phone or any supplier proposed by Comcast Phone and will not unreasonably withhold certification. All work performed by or for Comcast Phone shall conform to generally accepted industry standards.

- 7.5 Alarms and Monitoring. BellSouth may place alarms in the Remote Site Location for the protection of BellSouth equipment and facilities. Comcast Phone shall be responsible for the placement, monitoring and removal of environmental and equipment alarms used to service Comcast Phone's Remote Collocation Space. Upon request, BellSouth will provide Comcast Phone with applicable BellSouth tariffed service(s) to facilitate remote monitoring of collocated equipment by Comcast Phone. Both Parties shall use best efforts to notify the other of any verified environmental condition (e.g., temperature extremes or excess humidity) known to that Party.
- 7.6 Virtual to Physical 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, Comcast Phone may relocate its existing virtual Remote Collocation Space(s) to physical Remote Collocation Space and pay the appropriate fees associated with the rearrangement or reconfiguration of the services being terminated into the virtual Remote Collocation Space. If BellSouth knows when additional physical Remote Collocation Space may become available at the Remote Site Location requested by Comcast Phone, such information will be provided to Comcast Phone in BellSouth's written denial of physical Remote Collocation Space. To the extent that (i) physical Remote Collocation Space becomes available to Comcast Phone within one hundred eighty (180) days of BellSouth's written denial of Comcast Phone's request for physical Remote Collocation Space, (ii) BellSouth had knowledge that the Remote Collocation Space was going to become available, and (iii) Comcast Phone was not informed in the written denial that physical Remote Collocation Space would become available within such one hundred eighty (180) day

- period, then Comcast Phone may relocate its virtual Remote Collocation Space to a physical Remote Collocation Space and will receive a credit for any nonrecurring charges previously paid for such virtual Remote Collocation Space. Comcast Phone must arrange with a BellSouth Certified Supplier for the relocation of equipment from a virtual Remote Collocation Space to a physical Remote Collocation Space and will bear the cost of such relocation, including the costs associated with moving the services from the virtual Remote Collocation Space to the new physical Remote Collocation Space.
- 7.6.1 In Alabama, BellSouth will complete a relocation of a virtual Remote Collocation Space to a cageless physical Remote Collocation Space within sixty (60) days from BellSouth's receipt of a BFFO and from a virtual Remote Collocation Space to a caged physical Remote Collocation Space within ninety (90) days from BellSouth's receipt of a BFFO.
- 7.7 Virtual to Physical Conversion (In-Place). Virtual Remote Collocation Space may be converted to "in-place" physical caged Remote Collocation Space 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 Remote Collocation Space; 2) the conversion of the virtual Remote Collocation Space 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; and 3) any changes to the existing Remote Collocation Space can be accommodated by existing power, HVAC, and other requirements. Unless otherwise specified herein, BellSouth will complete virtual to physical Remote Collocation Space conversions (in-place) within sixty (60) days from receipt of the BFFO. BellSouth will bill Comcast Phone an Application Fee, as set forth in Exhibit B, on the date BellSouth provides an Application Response to Comcast Phone.
- 7.7.1 In Alabama and Tennessee, BellSouth will complete virtual to physical conversions (in-place) within thirty (30) days from receipt of the BFFO as long as the conversion meets all of the criteria specified above in Section 7.7.
- 7.8 Cancellation. Unless otherwise specified in this Attachment, if at any time prior to Space Acceptance, Comcast Phone cancels its order for Remote 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 Florida, if Comcast Phone cancels its order for Remote Collocation Space at any time prior to the Space Ready Date, no cancellation fee shall be assessed by BellSouth; however, Comcast Phone will be responsible for reimbursing BellSouth for any costs specifically incurred by BellSouth on behalf of Comcast Phone up to the date that the written notice of cancellation was received by BellSouth. In Georgia, if Comcast Phone cancels its order for Remote Collocation Space at any time prior to Space Acceptance, BellSouth will bill Comcast Phone 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.

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

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

8. Rates and Charges

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

8.2 Recurring Charges. If Comcast Phone has met the applicable fifteen (15) day acceptance walkthrough interval specified in Section 4, billing for recurring charges will begin upon the Space Acceptance Date. In the event Comcast Phone fails to complete an acceptance walkthrough within the applicable fifteen (15) day interval, billing for recurring charges will commence on the Space Ready Date. If Comcast Phone occupies the space prior to the Space Ready Date, the date Comcast Phone occupies the space is deemed the Space Acceptance Date and billing for recurring charges will begin on that date. The billing for all applicable monthly recurring charges will begin in Comcast Phone 's next billing cycle and will include any prorated charges for the period from Comcast Phone's Space Acceptance Date or Space Ready Date, whichever is appropriate pursuant to Section 4.2, to the date the bill is issued by BellSouth.

8.3 Application Fee. BellSouth shall assess a nonrecurring Application Fee, via a service order, on the date that BellSouth provides an Application Response. BellSouth will bill the appropriate non-recurring Application Fee on the date that BellSouth provides an Application Response to Comcast Phone.

8.4 Bay Space. The bay space charge recovers the costs associated with air conditioning, ventilation and other allocated expenses for the maintenance of the Remote Site Location, and includes the amperage necessary to power Comcast Phone's equipment. Comcast Phone shall remit bay space charges based upon the number of bays requested. BellSouth will assign Remote Collocation Space in conventional remote site bay lineups where feasible.

8.5 Power. BellSouth shall make available -48 Volt (-48V) Direct Current (DC) power for Comcast Phone's Remote Collocation Space at a BellSouth Battery Distribution Fuse Bay (BDFB) within the Remote Site Location. The charge for power shall be assessed as part of the recurring charge for bay space, as referenced above in Section

- 8.4. If the power requirements for Comcast Phone's equipment exceed the capacity available, then such additional power requirements shall be assessed on an individual case basis. BellSouth will revise Comcast Phone's recurring power charges to reflect a power upgrade upon notification of the completion of the upgrade by Comcast Phone'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 Comcast Phone certifying the completion of the power reduction, including the removal of the power cabling by Comcast Phone's BellSouth Certified Supplier.
- 8.6 Adjacent Collocation Power. Charges for AC power will be assessed on a per breaker ampere, per month basis. 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 Comcast Phone's BellSouth Certified Supplier, with the exception that BellSouth shall engineer and install the protection devices and power cables for Adjacent Collocation. Comcast Phone's BellSouth Certified Supplier must provide a copy of the engineering power specifications 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 Comcast Phone's option, Comcast Phone may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.
- 8.7 Security Escort. After Comcast Phone has used its one accompanied site visit, pursuant to Section 5.9.1, and prior to Comcast Phone's completion of the BellSouth Security Training requirements, contained in Section 12 of this Agreement, a security escort will be required when Comcast Phone's employees, approved agent, supplier, or Guest(s) desire access to the Remote Site Location. The rates for security escort service are assessed pursuant to the fee schedule contained in Exhibit B, beginning with the scheduled escort time agreed to by the Parties. BellSouth will wait for one-half (1/2) hour after the scheduled escort time to provide such requested escort service and Comcast Phone shall pay for such half-hour charges in the event Comcast Phone's employees, approved agent, supplier or Guest(s) fails to show up for the scheduled escort appointment.
- 8.8 Other. If no collocation rate element and associated rate is identified in Exhibit B of this Attachment, the Parties, upon request by either Party, will negotiate the rate for the specific collocation service or function identified in this Attachment.
- 9. Insurance**
- 9.1 Comcast Phone 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 Comcast Phone shall maintain the following specific coverage:

Version: 4Q04 Standard ICA

12/14/04

Remote Site Collocation

- 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 Comcast Phone's real and personal property situated on or within a BellSouth Premises and BellSouth's Remote Site Locations.
- 9.2.4 Comcast Phone may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 9.3 The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) days notice to Comcast Phone 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 Comcast Phone 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 a BellSouth Remote Site Location and shall remain in effect for the term of this Agreement or until all of Comcast Phone's property has been removed from BellSouth's Remote Site Location, whichever period is longer. If Comcast Phone fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Comcast Phone.
- 9.5 Comcast Phone shall submit certificates of insurance reflecting the coverage required pursuant to this Section within a minimum of ten (10) business days prior to the commencement of any work in the Remote Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. Comcast Phone shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation or non-renewal from Comcast Phone's insurance company. Comcast Phone shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn.: Risk Management Office - Finance

17F54 BellSouth Center
675 W. Peachtree Street
Atlanta, Georgia 30375

- 9.6 Comcast Phone 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 Comcast Phone's net worth exceeds five hundred million dollars (\$500,000,000.00), Comcast Phone may elect to request self-insurance status in lieu of obtaining any of the insurance required in Section 9.2. Comcast Phone shall provide audited financial statements to BellSouth thirty (30) days prior to the commencement of any work in the Remote Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to Comcast Phone in the event that self-insurance status is not granted to Comcast Phone. If BellSouth approves Comcast Phone for self-insurance, Comcast Phone shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of Comcast Phone's corporate officers. The ability to self-insure shall continue so long as Comcast Phone meets all of the requirements of this Section. If Comcast Phone subsequently no longer satisfies the requirements of this Section, Comcast Phone is required to purchase insurance as indicated by Section 9.2.
- 9.8 The net worth requirements set forth in Section 9.7 may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) days' notice to Comcast Phone to at least such minimum limits as shall then be customary with respect to comparable occupancy of a BellSouth Premises.
- 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 are filed against property of either Party (BellSouth or Comcast Phone), 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 Comcast Phone's equipment and facilities in Comcast Phone's Remote Collocation Space(s) prior to the activation of facilities and/or services between Comcast Phone's equipment and equipment of BellSouth. BellSouth may conduct an inspection if Comcast Phone adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide Comcast Phone with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspections shall be borne by BellSouth.

12. Security and Safety Requirements

- 12.1 Unless otherwise specified, Comcast Phone will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Comcast Phone employee hired in the past five years being considered for work on a BellSouth Remote Site Location, for the states/counties where the Comcast Phone 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. Comcast Phone shall not be required to perform this investigation if an affiliated company of Comcast Phone has performed an investigation of the Comcast Phone employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if Comcast Phone has performed a pre-employment statewide investigation of criminal history records of the Comcast Phone employee for the states/counties where the Comcast Phone 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 Comcast Phone 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 at www.interconnection.bellsouth.com/guides.
- 12.3 Comcast Phone shall provide its employees and agents with picture identification, which must be worn, and visible at all times while in Comcast Phone's 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 Comcast Phone's name. BellSouth reserves the right to remove from its Remote Site Location any employee of Comcast Phone not possessing identification issued by Comcast Phone or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. Comcast Phone shall hold BellSouth harmless for any damages resulting from such removal of Comcast Phone's personnel from BellSouth Remote Site Location. Comcast Phone shall be solely responsible for ensuring that any Guest(s) of Comcast Phone is in compliance with all subsections of this Section.

- 12.4 Comcast Phone shall not assign to the BellSouth Remote Site Location any personnel with records of felony criminal convictions. Comcast Phone 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 of Comcast Phone's personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event Comcast Phone chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, Comcast Phone 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 Comcast Phone 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 Comcast Phone 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 the commission of a criminal offense, whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each Comcast Phone employee or agent hired by Comcast Phone within five years prior to being considered for work on the BellSouth Premises or BellSouth's Remote Site Locations, who requires access to a BellSouth Remote Site Location to perform work in Comcast Phone's Remote Collocation Space(s), Comcast Phone shall furnish BellSouth, a certification that the aforementioned background check and security training were completed. This certification must be provided to and approved by BellSouth before an employee or agent will be granted such access to a BellSouth Premises. The certification will contain a statement that no felony convictions were found and certifying that the employee completed the security training. If the employee's criminal history includes misdemeanor convictions, Comcast Phone will disclose the nature of the convictions to BellSouth at that time. In the alternative, Comcast Phone 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 Comcast Phone employees requiring access to a BellSouth Remote Site Location pursuant to this Attachment, Comcast Phone 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, Comcast Phone shall promptly remove from the BellSouth Remote Site Location any employee of Comcast Phone that BellSouth does not wish

- to grant access to a Remote Site Location: 1) pursuant to any investigation conducted by BellSouth, or 2) prior to the initiation of an investigation if an employee of Comcast Phone is found interfering with the property or personnel of BellSouth or another collocated telecommunications carrier, provided that an investigation shall be promptly commenced by BellSouth.
- 12.7 Security Violations. BellSouth reserves the right to interview Comcast Phone's employees, agents, suppliers, or Guests in the event of wrongdoing in or around a BellSouth Premises or Remote Site Location or involving BellSouth's or another collocated telecommunications carrier's property or personnel, provided that BellSouth shall provide reasonable notice to Comcast Phone's Security representative of such interview. Comcast Phone and its employees, agents, suppliers, or Guests shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Comcast Phone's employees, agents, suppliers, or Guests. Additionally, BellSouth reserves the right to bill Comcast Phone for all reasonable costs associated with investigations involving its employees, agents, or suppliers, or Guests if it is established and mutually agreed in good faith that Comcast Phone's employees, agents, suppliers, or Guests are responsible for the alleged act(s). BellSouth shall bill Comcast Phone for BellSouth property, which is stolen or damaged, where an investigation determines the culpability of Comcast Phone's employees, agents, suppliers, or Guests and where Comcast Phone agrees, in good faith, with the results of such investigation. Comcast Phone shall notify BellSouth in writing immediately in the event that Comcast Phone discovers one of its employees, agents, suppliers, or Guests 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 a BellSouth Premises or Remote Site Location, any employee found to have violated the security and safety requirements of this Section. Comcast Phone shall hold BellSouth harmless for any damages resulting from such removal of Comcast Phone's personnel from a BellSouth Premises.
- 12.8 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephone(s) 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, agents, suppliers, or Guests.

13. Destruction of Remote Collocation Space

- 13.1 In the event a Remote Collocation Space is wholly or partially damaged by fire, windstorm, hurricane, tornado, flood or by similar Acts of God or force majeure circumstances beyond a Party's reasonable control to such an extent as to be rendered wholly unsuitable for Comcast Phone's permitted use hereunder, then either Party may elect within ten (10) 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 Comcast Phone'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 Comcast Phone, 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. Comcast Phone 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. A BellSouth Certified Vendor must perform a rebuild of equipment. If Comcast Phone's acceleration of the project increases the cost of the project, then those additional charges will be incurred at Comcast Phone's expense. Where allowed and where practical, Comcast Phone may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Remote Collocation Space shall be rebuilt or repaired, Comcast Phone shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Remote Collocation Space for Comcast Phone's permitted use, until such Remote Collocation Space is fully repaired and restored and Comcast Phone's equipment installed therein (but in no event later than thirty (30) days after the Remote Collocation Space is fully repaired and restored). Where Comcast Phone has placed a Remote Site Adjacent Arrangement pursuant to Section 3.4, Comcast Phone 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 date 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 a 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 Comcast Phone 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) days after such taking.

15. Nonexclusivity

- 15.1 Comcast Phone understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of Remote Collocation 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 Comcast Phone 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 National Fire Protection Association (NFPA) NEC and National Electric Safety Codes (NESC) ("Applicable Laws") requirements. Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 Notice. BellSouth and Comcast Phone shall provide notice to the other, including any Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. A Hazardous Chemical inventory list is posted on an OSHA Poster and updated annually at each Central Office. This Poster is normally located near the front entrance of the building or in the lounge area. Each Party is required to provide specific notice for known potential Imminent Danger conditions. Comcast Phone should contact 1-800-743-6737 for any BellSouth MSDS required.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for Comcast Phone 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. Comcast Phone will require its suppliers, agents, Guests and others accessing the BellSouth Remote Site Location to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by Comcast Phone when operating in the BellSouth Remote Site Location.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect Comcast Phone's Remote Collocation Space with proper notification. BellSouth reserves the right to stop any Comcast Phone work operation that imposes Imminent Danger to the environment, employees or other persons in or around a Remote Site Location.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned a BellSouth Remote Site Location by Comcast Phone are owned by and considered the property of Comcast Phone. Comcast Phone 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 Comcast Phone or different

hazardous materials used by Comcast Phone at the BellSouth Remote Site Location. Comcast Phone must demonstrate adequate emergency response capabilities for the materials used by Comcast Phone or remaining at a 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 Comcast Phone to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and Comcast Phone 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 Comcast Phone will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, Comcast Phone must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and the selection of BST disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. BellSouth and Comcast Phone shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its employees, agents, suppliers, or Guests concerning its operations at a 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, Comcast Phone 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. Comcast Phone further agrees to cooperate with BellSouth to ensure that Comcast Phone's employees, agents, suppliers and/or Guests are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by Comcast Phone, its employees, agents, suppliers and/or Guests.
- 2.1.1 The most current version of reference documentation must be requested from Comcast Phone's BellSouth Regional Contract Manager (RCM).

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent	Compliance with all applicable local, state, & federal laws and	<ul style="list-style-type: none"> Std T&C 450

tubes, solvents & cleaning materials)	regulations Pollution liability insurance EVET approval of supplier	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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 InsuranceComcast Phone	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • –Procurement Manager (CRES Related Matters)-BST Supply Chain Services

	<p>All Hazardous Material and Waste</p> <p>Asbestos notification and protection of employees and equipment</p>	<ul style="list-style-type: none"> • Fact Sheet Series 17000 • GU-BTEN-001BT, Chapter 3 • BSP 010-170-001BS (Hazcom)
Manhole cleaning	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of supplier</p>	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • GU-BTEN-001BT, Chapter 3 <p>For questions regarding removing or disturbing materials that contain asbestos, call the BellSouth Building Service Center: AL, MS, TN, KY & LA (local area code) 557-6194 FL, GA, NC & SC (local area code) 780-2740</p>

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

COLLOCATION - Alabama

CATEGORY		RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		84.49		77.13						
		Physical Collocation, Cable Records,CAT5/RJ45			CLO	PE1C5		2.25		2.76						
	Virtual to Physical															
		Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV		33.00								
		Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00								
		Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00								
		Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00								
		Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade 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								
	Entrance Cable															
		Physical Collocation - Fiber Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		859.71		22.49						
		Physical Collocation - Fiber Cable Support Structure, per Entrance Cable			CLO	PE1PM	17.11									
		Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		3.87								
VIRTUAL COLLOCATION																
	Application															
		Virtual Collocation - Application Fee			AMTFS	EAF		1,205.26		0.51						
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VE1CA		584.22								
		Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		742.15								
	Space Preparation															
		Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	3.22									
	Power															
		Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	7.83									
	Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)															
		Virtual Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCNCX	UEAC2	0.03	12.30	11.80	6.03	5.44					
		Virtual Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4	0.05	12.39	11.87	6.39	5.73					
		Virtual collocation - Special Access & UNE, cross-connect per DS1			ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UEPDX	CNC1X	1.11	22.03	15.93	6.40	5.79					
		Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	14.16	20.89	15.20	7.38	5.92					

COLLOCATION - Alabama													Attachment: 4 Exh B				
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	2.84	20.89	15.20	7.38	5.92						
		Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	5.69	25.55	19.86	9.71	8.25						
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.0011										
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			AMTFS	VE1CD	0.0016										
		Virtual Collocation 2-Wire Cross Connect, Port			UEPSX, UEPSB, UEPS, UEPSR, UEPC2	VE1R2	0.03	12.30	11.80	6.03	5.44						
		Virtual Collocation 4-Wire Cross Connect, Port			UEPDD, UEPEX	VE1R4	0.05	12.39	11.87	6.39	5.73						
CFA																	
		Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR		77.56									
Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" & "Subsequent S" respectively																	
		Virtual Collocation Cable Records - per request			AMTFS	VE1BA		759.29	488.11	133.00							
		Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		326.92		189.12							
		Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		4.81		5.90							
		Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		2.25		2.76							
		Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		7.88		9.66							
		Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		84.49		77.13							
		Virtual Collocation Cable Records - CAT 5/RJ45			AMTFS	VE1B5		2.25		2.76							
Security																	
		Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		16.93	10.73								
		Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX		22.05	13.86								
		Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		27.17	16.98								
Maintenance																	
		Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		27.93	10.73								
		Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		36.47	13.86								
		Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		45.02	16.98								
Entrance Cable																	
		Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX		859.71		22.49							
		Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX	14.97										
COLLOCATION IN THE REMOTE SITE																	
Physical Remote Site Collocation																	
		Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		307.70		168.22							
		Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	201.42										
		Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		13.10									
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		115.87									

COLLOCATION - Alabama											Attachment: 4 Exh B							
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)						
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		37.56										
		Remote Site DLEC Data (BRSDD), per Compact Disk, per CO Power, DC Power Provisioning (Alabama Only ICB Rate)			CLORS	PE1RR		233.38										
		Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		16.93	10.73									
		Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		22.05	13.86									
		Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		27.17	16.98									
	Adjacent Remote Site Collocation																	
		Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62									
		Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134											
		Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27											
	NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.																	
	Virtual Remote Site Collocation																	
		Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RB		307.70	307.70	168.22	168.22							
		Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC	201.42											
		Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR		115.87	115.87									
		Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RL		37.56	37.56									
	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 - 2-Wire Cross-Connects			UEANL, UEQ, UEA, UCL, UAL, UHL, UDN	PE1JE	0.02	12.30	11.80	6.03	5.44							
		Adjacent Collocation - 4-Wire Cross-Connects			UEA, UHL, UDL, UCL	PE1JF	0.04	12.39	11.87	6.39	5.73							
		Adjacent Collocation - DS1 Cross-Connects			USL	PE1JG	1.03	22.03	15.93	6.40	5.79							
		Adjacent Collocation - DS3 Cross-Connects			UE3	PE1JH	13.95	20.89	15.20	7.38	5.92							
		Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JJ	2.36	20.89	15.20	7.38	5.92							
		Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	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	PE1JL	4.91											
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	9.84											
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	14.74											
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	34.06											
		Adjacent Collocation - DC power provisioning (Alabama Only Mandate ICB)																
		Note: ICB means Individual Case Basis																
	Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.																	

COLLOCATION - Louisiana											Attachment: 4 Exh B						
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
	Application																
		Physical Collocation - Initial Application Fee			CLO	PE1BA		1,837.24									
		Physical Collocation - Subsequent Application Fee			CLO	PE1CA		1,533.41									
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		583.30									
		Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		741.97									
		Physical Collocation - Application Cost, Simple Augment			CLO	PE1KS		596.35		1.22							
		Physical Collocation - Application Cost, Minor Augment			CLO	PE1KM		836.18		1.22							
		Physical Collocation - Application Cost, Intermediate Augment			CLO	PE1K1		1,061.00		1.22							
		Physical Collocation - Application Cost - Major Augment			CLO	PE1KJ		2,418.00		1.22							
	Space Preparation																
		Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ	5.30										
		Physical Collocation - Space Enclosure, welded wire, first 50 square feet			CLO	PE1BX	166.40										
		Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW	184.50										
		Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW	18.10										
		Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.31										
		Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL	2.70										
		Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM	91.60										
		Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ	583.33										
		Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR	1,044.07										
	Power																
		Physical Collocation - Power, -48V DC Power - per Fused Amp Requested			CLO	PE1PL	8.32										
		Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB	5.45										
		Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD	10.92										
		Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	16.37										
		Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	37.80										
	Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																
					UEANL, UEQ, UNCNX, UEA, UCL, UAL, UHL, UDN, UNCVX	PE1P2	0.0318	11.94	11.46								
		Physical Collocation - 2-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0636	12.04	11.53								
		Physical Collocation - 4-wire cross-connect, loop, provisioning			WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, U1TD1, UNC1X, UEPSR, UEPSB, UEPSE, UEPS, USL, UEPEX, UEPDX	PE1P1	1.04	21.39	15.47								
		Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning															

COLLOCATION - Louisiana

CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - DS3 Cross-Connect, provisioning			UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UEPEX, UEPDX, UEPSR, UEPSB, UEPSE, UEPSP	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, UDFCX	PE1F4	4.65	24.81	19.29							
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable.			CLO	PE1ES	0.001									
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect Copper/Coax Cable Support Structure, per linear foot, per cable.			CLO	PE1DS	0.0015									
	Physical Collocation 2-Wire Cross Connect, Port			UEPSR, UEPSP, UEPSE, UEPSB, UEPSX, UEP2C	PE1R2	0.0318	11.94	11.46							
	Physical Collocation 4-Wire Cross Connect, Port			UEPEX, UEPDD	PE1R4	0.0636	12.04	11.53							
	Security														
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		16.44	10.42							
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		21.41	13.45							
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		26.38	16.49							
	Physical Collocation - Security Access System - Security System per Central Office, per Sq. Ft.			CLO	PE1AY	0.0224									
	Physical Collocation -Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1	0.0579	27.50								
	Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		7.74								
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		22.64								
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		13.01								
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.01								
	CFA														
	Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request			CLO	PE1C9		77.43								
	Cable Records														
	Recurring Collocation Cable Records - per request			CLO	PE1CU	10.97									
	Recurring Collocation Cable Records - VG/DS0 Cable, per cable record			CLO	PE1CE	5.29									
	Recurring Collocation Cable Records - VG/DS0 Cable, per each 100 pair			CLO	PE1CT	0.08									
	Recurring Collocation Cable Records - DS1, per T1TIE			CLO	PE1C2	0.04									
	Recurring Collocation Cable Records - DS3, per T3TIE			CLO	PE1C4	0.13									

COLLOCATION - Louisiana

CATEGORY		RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		Recurring Collocation Cable Records - Fiber Cable, per 99 fiber records			CLO	PE1CG	1.37									
		Physical Collocation, Cable Records,CAT5/RJ45			CLO	PE1C6	0.04									
	Virtual to Physical															
		Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV		33.00								
		Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00								
		Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00								
		Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00								
		Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade 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								
	Entrance Cable															
		Physical Collocation - Fiber Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		841.54								
		Physical Collocation - Fiber Cable Support Structure, per Entrance Cable			CLO	PE1PM	18.31									
		Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		3.88								
VIRTUAL COLLOCATION																
	Application															
		Virtual Collocation - Application Fee			AMTFS	EAF		1,770.40								
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VE1CA		583.30								
		Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		741.97								
	Space Preparation															
		Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	3.20									
	Power															
		Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	8.32									
	Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)															
					UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCNCX	UEAC2	0.0296	11.94	11.46							
		Virtual Collocation - 2-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4	0.0591	12.04	11.53							
					ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UEPDX	CNC1X	1.04	21.39	15.47							
		Virtual collocation - Special Access & UNE, cross-connect per DS1			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	13.21	20.28	14.76							
		Virtual collocation - Special Access & UNE, cross-connect per DS3														

COLLOCATION - Louisiana

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation 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 hour			CLORS	PE1BT		16.44	10.42							
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		21.41	13.45							
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		26.38	16.49							
	Adjacent Remote Site Collocation														
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62							
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134									
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27									
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.															
	Virtual Remote Site Collocation														
	Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RB		614.73		336.08						
	Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC	257.01									
	Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR		231.49								
	Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RL		75.02								
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									
				UEANL, UEQ, UEA, UCL, UAL, UHL, UDN	PE1JE	0.0245	11.94	11.46							
	Adjacent Collocation - 2-Wire Cross-Connects			UEA, UHL, UDL, UCL	PE1JF	0.0491	12.04	11.53							
	Adjacent Collocation - DS1 Cross-Connects			USL	PE1JG	0.9605	21.39	15.47							
	Adjacent Collocation - DS3 Cross-Connects			UE3	PE1JH	13.01	20.28	14.76							
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JJ	2.20	20.28	14.76							
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	4.21	24.81	19.29							
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		1,543.20								
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	5.45									
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	10.92									
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	16.37									
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	37.80									
Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.															

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

COLLOCATION - Mississippi	Attachment: 4 Exh B		
---------------------------	---------------------	--	--

CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - DS3 Cross-Connect, provisioning			UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UEPEX, UEPDX, UEPSR, UEPSB, UEPSE, UEPS	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, UDFCX	PE1F4	5.10	25.70	19.97	10.01	8.50						
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable.			CLO	PE1ES	0.001										
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable.			CLO	PE1DS	0.0015										
	Physical Collocation 2-Wire Cross Connect, Port			UEPSR, UEPS, UEPSE, UEP SB, UEPX, UEP2C	PE1R2	0.0288	12.37	11.87	6.04	5.45		15.75				
	Physical Collocation 4-Wire Cross Connect, Port			UEPEX, UEPD	PE1R4	0.0576	12.47	11.94	6.59	5.91		15.75				
Security	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		17.02	10.79								
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		22.17	13.94								
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		27.32	17.08								
	Physical Collocation - Security Access System, Security System, per Central Office			CLO	PE1AX	75.23										
	Physical Collocation-Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1	0.0576	27.95									
	Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			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									
CFA	Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request			CLO	PE1C9		77.41									
Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" and "Subsequent S" respectively																
	Physical Collocation - Cable Records, per request			CLO	PE1CR		I 763.69	S 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 pair			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							

COLLOCATION - Mississippi											Attachment: 4 Exh B				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		84.98		77.58						
	Physical Collocation, Cable Records,CAT5/RJ45			CLO	PE1C5		2.27		2.78						
	Virtual to Physical														
	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV		33.00								
	Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00								
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00								
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00								
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR		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								
	Entrance Cable														
	Physical Collocation - Fiber Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		926.27		22.62						
	Physical Collocation - Fiber Cable Support Structure, per Entrance Cable			CLO	PE1PM	17.42									
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		3.89								
VIRTUAL COLLOCATION															
	Application														
	Virtual Collocation - Application Fee			AMTFS	EAF		1,212.25		0.51						
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VE1CA		583.13								
	Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		740.76								
	Space Preparation														
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	5.74									
	Power														
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	7.33									
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)															
				UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCNCX	UEAC2	0.0268	12.37	11.87	6.04	5.45					
	Virtual Collocation - 2-wire cross-connect, loop, provisioning														
				UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4	0.0536	12.47	11.94	6.59	5.91					
	Virtual Collocation - 4-wire cross-connect, loop, provisioning														
	Virtual Collocation - Special Access & UNE, cross-connect per DS1			ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UEPDX	CNC1X	1.14	22.16	16.02	6.60	5.97					
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	14.49	21.01	15.29	7.61	6.10					

COLLOCATION - Mississippi

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMECD	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	2.91	21.01	15.29	7.61	6.10						
	Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	5.82	25.70	19.97	10.01	8.50						
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.001										
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			AMTFS	VE1CD	0.0015										
	Virtual Collocation 2-Wire Cross Connect, Port			UEPSX, UEPSB, UEPSE, UEPSR, UEPSR, UEPC2	VE1R2	0.0268	12.37	11.87	6.04	5.45						
	Virtual Collocation 4-Wire Cross Connect, Port			UEPDD, UEPEX	VE1R4	0.0536	12.47	11.94	6.59	5.91						
CFA																
	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR		77.41									
Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" & "Subsequent S" respectively																
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA		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 pair			AMTFS	VE1BC		4.84		5.93							
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		2.27		2.78							
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		7.92		9.72							
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		84.98		77.58							
	Virtual Collocation Cable Records - CAT 5/RJ45			AMTFS	VE1B5		2.27		2.78							
Security																
	Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		17.02	10.79								
	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX		22.17	13.94								
	Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		27.32	17.08								
Maintenance																
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		28.09	10.79								
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		36.69	13.94								
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		45.28	17.08								
Entrance Cable																
	Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX		926.27		22.62							
	Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX	15.24										
COLLOCATION IN THE REMOTE SITE																
Physical Remote Site Collocation																
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		309.48		168.63							
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	210.05										
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		13.17									
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		116.54									

COLLOCATION - Mississippi

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	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 hour			CLORS	PE1BT		17.02	10.79								
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		22.17	13.94								
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		27.32	17.08								
	Adjacent Remote Site Collocation															
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62								
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134										
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27										
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.																
	Virtual Remote Site Collocation															
	Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RB		309.48		168.63							
	Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC	210.05										
	Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR		116.54									
	Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RL		37.77									
ADJACENT COLLOCATION																
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0678										
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	4.68										
				UEANL,UEQ,UEA,UCL, UAL, UHL, UDN	PE1JE	0.0223	12.37	11.87	6.04	5.45						
	Adjacent Collocation - 2-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1JF	0.0446	12.47	11.94	6.59	5.91						
	Adjacent Collocation - DS1 Cross-Connects			USL	PE1JG	1.05	22.16	16.02	6.60	5.97						
	Adjacent Collocation - DS3 Cross-Connects			UE3	PE1JH	14.27	21.01	15.29	7.61	6.10						
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JJ	2.42	21.01	15.29	7.61	6.10						
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	4.62	25.70	19.97	10.01	8.50						
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		1,585.83									
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	5.29										
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	10.58										
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	15.87										
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	36.65										
Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.																

COLLOCATION - North Carolina

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

COLLOCATION - North Carolina											Attachment: 4 Exh B						
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	
		Physical Collocation - DS3 Cross-Connect, provisioning			UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNC3X, ULDD3, U1TS1, ULDS1, UNLD3, UEPEX, UEPDX, UEPSR, UEPSB, UEPSE, UEPSP	PE1P3	17.62	38.25	21.94								
		Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	3.50	38.25	21.94								
		Physical Collocation - 4-Fiber Cross-Connect			ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF, UDFCX	PE1F4	6.20	43.96	26.17								
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable.			CLO	PE1ES	0.0028										
		Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable.			CLO	PE1DS	0.0041										
		Physical Collocation 2-Wire Cross Connect, Port			UEPSR, UEPSP, UEPSE, UEPSB, UEPXS, UEP2C	PE1R2	0.0309	19.77	14.95					26.94	12.76		
		Physical Collocation 4-Wire Cross Connect, Port			UEPEX, UEPDD	PE1R4	0.0618	19.95	15.05					26.94	12.76		
	Security	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		33.68	21.34								
		Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		43.87	27.57								
		Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		54.06	33.80								
		Physical Collocation - Security Access System - Security System per Central Office, per Sq. Ft.			CLO	PE1AY	0.0135										
		Physical Collocation -Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1	0.0622	15.00									
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		15.51									
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		15.00									
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		15.00									
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		15.00									
	CFA	Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request			CLO	PE1C9		77.48									
	Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" and "Subsequent S" respectively																
		Physical Collocation - Cable Records, per request			CLO	PE1CR		1458	937.29	245.00	245.00						
		Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		622.69	622.69	346.35	346.35						
		Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		8.77	8.77	10.32	10.32						
		Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		4.35	4.35	5.11	5.11						
		Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		15.22	15.22	17.90	17.90						

COLLOCATION - North Carolina											Attachment: 4 Exh B					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		163.61	163.61	143.32	143.32						
	Physical Collocation, Cable Records,CAT5/RJ45			CLO	PE1C5		2.27		2.78							
	Virtual to Physical															
	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00									
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR		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									
	Entrance Cable															
	Physical Collocation - Fiber Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		1,233.00									
	Physical Collocation - Fiber Cable Support Structure, per Entrance Cable			CLO	PE1PM	20.57										
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		7.79									
VIRTUAL COLLOCATION																
	Application															
	Virtual Collocation - Application Fee			AMTFS	EAF		1,195.00									
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VE1CA		317.20									
	Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		741.44									
	Space Preparation															
	Virtual Collocation - Floor Space, per sq. ft.	I		AMTFS	ESPVX	2.69										
	Power															
	Virtual Collocation - Power, per fused amp	I		AMTFS	ESPAX	7.65										
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																
				UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCNCX	UEAC2	0.0225	19.77	14.95								
	Virtual Collocation - 2-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4	0.0449	19.95	15.05								
	Virtual collocation - Special Access & UNE, cross-connect per DS1			ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UEPDX	CNC1X	0.4195	39.15	23.20								
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	4.41	38.25	21.94								

COLLOCATION - North Carolina

CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMECD	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	1.96	38.25	21.94								
		Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	3.93	43.96	26.17								
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.0028										
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			AMTFS	VE1CD	0.0041										
		Virtual Collocation 2-Wire Cross Connect, Port			UEPSX, UEPSB, UEPSE, UEPSP, UEPSP, UEP2C	VE1R2	0.0225	19.77	14.95								
		Virtual Collocation 4-Wire Cross Connect, Port			UEPDD, UEPEX	VE1R4	0.0449	19.95	15.05								
	CFA																
		Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR		77.48									
Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" & "Subsequent S" respectively																	
		Virtual Collocation Cable Records - per request			AMTFS	VE1BA		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 Cable Records - CAT 5/RJ45			AMTFS	VE1B5		4.35	4.35	5.11	5.11						
	Security																
		Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		33.68	21.34								
		Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX		43.87	27.57								
		Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		54.06	33.80								
	Maintenance																
		Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		52.03	21.22								
		Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		69.48	27.81								
		Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		86.94	34.40								
	Entrance Cable																
		Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX		1,233.00									
		Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX	13.28										
COLLOCATION IN THE REMOTE SITE																	
	Physical Remote Site Collocation																
		Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		589.38		258.38							
		Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	218.07										
		Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		15.00									
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		215.55									

COLLOCATION - North Carolina

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	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								
	Adjacent Remote Site Collocation															
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62								
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134										
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27										
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.																
	Virtual Remote Site Collocation															
	Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RB		589.38		258.38							
	Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC	218.07										
	Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR		215.55									
	Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RL		70.65									
ADJACENT COLLOCATION																
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.1555										
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.78										
				UEANL,UEQ,UEA,UCL,UAL,UHL,UDN	PE1JE	0.0239	19.77	14.95								
	Adjacent Collocation - 2-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1JF	0.0477	19.95	15.05								
	Adjacent Collocation - DS1 Cross-Connects			USL	PE1JG	1.28	39.15	23.20								
	Adjacent Collocation - DS3 Cross-Connects			UE3	PE1JH	17.35	38.25	21.94								
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JJ	2.94	38.25	21.94								
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	5.62	43.96	26.17								
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		2,266.00		0.5842							
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	5.50										
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	11.01										
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	16.51										
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	38.12										
Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.																

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

COLLOCATION - South Carolina																	
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - DS3 Cross-Connect, provisioning			UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UEPEX, UEPDX, UEPSR, UEPSB, UEPSE, UEPSP	PE1P3	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, UDFCX	PE1F4	5.01	25.61	19.90	9.73	8.26						
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable.			CLO	PE1ES	0.001										
		Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable.			CLO	PE1DS	0.0015										
		Physical Collocation 2-Wire Cross Connect, Port			UEPSR, UEPSP, UEPSB, UEPSX, UEPC2C	PE1R2	0.0341	12.32	11.83	6.04	5.45		15.69				
		Physical Collocation 4-Wire Cross Connect, Port			UEPEX, UEPDD	PE1R4	0.0682	12.42	11.90	6.40	5.74		15.69				
	Security																
		Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		16.96	10.75								
		Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		22.10	13.89								
		Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		27.23	17.02								
		Physical Collocation - Security Access System, Security System, per Central Office			CLO	PE1AX	74.72										
		Physical Collocation -Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1	0.0601	27.85									
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		7.81									
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		22.83									
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		13.13									
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.13									
	CFA																
		Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request			CLO	PE1C9		77.71									
	Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" and "Subsequent S" respectively																
		Physical Collocation - Cable Records, per request			CLO	PE1CR		I 760.98	S 489.2	133.29							
		Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		327.65		189.54							
		Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		4.82		5.91							
		Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		2.26		2.77							
		Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		7.90		9.68							

COLLOCATION - South Carolina																	Attachment: 4 Exh B			
CATEGORY		RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)							
									First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN			
		Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)				CLO	PE1CB		84.68		77.30									
		Physical Collocation, Cable Records,CAT5/RJ45				CLO	PE1C5		2.26		2.77									
	Virtual to Physical																			
		Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit				CLO	PE1BV		33.00											
		Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit				CLO	PE1BO		33.00											
		Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit				CLO	PE1B1		52.00											
		Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit				CLO	PE1B3		52.00											
		Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade 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											
	Entrance Cable																			
		Physical Collocation - Fiber Cable Installation, Pricing, non-recurring charge, per Entrance Cable				CLO	PE1BD		794.22		22.54									
		Physical Collocation - Fiber Cable Support Structure, per Entrance Cable				CLO	PE1PM	21.33												
		Physical Collocation - Fiber Entrance Cable Installation, per Fiber				CLO	PE1ED		3.87											
VIRTUAL COLLOCATION																				
	Application																			
		Virtual Collocation - Application Fee				AMTFS	EAF		1,207.95		0.51									
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application				AMTFS	VE1CA		584.42											
		Virtual Collocation Administrative Only - Application Fee				AMTFS	VE1AF		743.66											
	Space Preparation																			
		Virtual Collocation - Floor Space, per sq. ft.				AMTFS	ESPVX	3.95												
	Power																			
		Virtual Collocation - Power, per fused amp				AMTFS	ESPAX	9.19												
	Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																			
		Virtual Collocation - 2-wire cross-connect, loop, provisioning				UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCNCX	UEAC2	0.0317	12.32	11.83	6.04	5.45								
		Virtual Collocation - 4-wire cross-connect, loop, provisioning				UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4	0.0634	12.42	11.90	6.40	5.74								
		Virtual collocation - Special Access & UNE,cross-connect per DS1				ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UEPDX	CNC1X	1.12	22.08	15.96	6.42	5.80								
		Virtual collocation - Special Access & UNE, cross-connect per DS3				USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	14.21	20.94	15.23	7.39	5.93								

COLLOCATION - South Carolina												Attachment: 4 Exh B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation 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 hour			CLORS	PE1BT		16.96	10.75							
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		22.10	13.89							
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		27.23	17.02							
	Adjacent Remote Site Collocation														
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62							
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134									
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27									
	NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.														
	Virtual Remote Site Collocation														
	Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RB		616.76		337.19						
	Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC	246.44									
	Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR		232.25								
	Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RL		75.27								
	ADJACENT COLLOCATION														
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0939									
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	6.40									
	Adjacent Collocation - 2-Wire Cross-Connects			UEANL,UEQ,UEA,UCL,UAL,UHL,UDN	PE1JE	0.0264	12.32	11.83	6.04	5.45					
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1JF	0.0527	12.42	11.90	6.40	5.74					
	Adjacent Collocation - DS1 Cross-Connects			USL	PE1JG	1.03	22.08	15.96	6.42	5.80					
	Adjacent Collocation - DS3 Cross-Connects			UE3	PE1JH	14.00	20.94	15.23	7.39	5.93					
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JJ	2.37	20.94	15.23	7.40	5.93					
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	4.53	25.61	19.90	9.73	8.26					
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		1,580.20								
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	5.67									
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	11.36									
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	17.03									
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	39.33									
	Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.														

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

COLLOCATION - Tennessee

CATEGORY	RATE ELEMENTS		Interi m	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect	OSS Rates(\$)						
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - DS3 Cross-Connect, provisioning			UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UEPEX, UEPDX, UEPSR, UEPSB, UEPSE, UEPSP	PE1P3	19.26	52.37	38.89								
		Physical Collocation - 2-Fiber Cross-Connect			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 - 4-Fiber Cross-Connect			ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF, UDFCX	PE1F4	28.11	50.53	38.78	16.97	14.35			2.69	2.69	1.56	1.56
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable.			CLO	PE1ES	0.0013										
		Physical Collocation - Co-Carrier Cross Connect/Direct Connect Copper/Coax Cable Support Structure, per linear foot, per cable.			CLO	PE1DS	0.0019										
		Physical Collocation 2-Wire Cross Connect, Port			UEPSR, UEPSP, UEPSE, UEPSB, UEPSX, UEP2C	PE1R2	0.033	33.82	31.92					20.35	10.54	13.32	1.40
		Physical Collocation 4-Wire Cross Connect, Port			UEPEX, UEPDD	PE1R4	0.066	33.94	31.95					20.35	10.54	13.32	1.40
	Security																
		Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		33.91	21.49								
		Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		44.17	27.76								
		Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		54.42	34.02								
		Physical Collocation - Security Access System - Security System per Central Office			CLO	PE1AX	55.99										
		Physical Collocation -Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1	0.059	55.67									
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		15.61									
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		45.64									
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		26.24									
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		26.24									
	CFA																
		Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request			CLO	PE1C9		77.67									
	Cable Records																
		Physical Collocation - Cable Records, per request			CLO	PE1CR		1,711.00									
		Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		925.06									
		Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		18.05									
		Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		8.45									
		Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		29.57									

COLLOCATION - Tennessee

CATEGORY		RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	OSS Rates(\$)					
								First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		279.42									
		Physical Collocation, Cable Records,CAT5/RJ45			CLO	PE1C5		8.45									
	Virtual to Physical																
		Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV		33.00									
		Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00									
		Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00									
		Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00									
		Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade 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									
	Entrance Cable																
		Physical Collocation - Fiber Cable Support Structure, per Entrance Cable			CLO	PE1PM	19.80										
		Physical Collocation - Fiber Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EC		1,071.00		43.10							
		Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		7.29									
VIRTUAL COLLOCATION																	
	Application																
		Virtual Collocation - Application Fee			AMTFS	EAF		2,633.00						2.07	2.81	0.67	1.41
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VE1CA		585.09									
		Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		743.25									
	Space Preparation																
		Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	3.91										
	Power																
		Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	6.79										
	Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																
					UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCNCX	UEAC2	0.57	11.62	9.90	10.38	8.66			2.07	2.81	0.67	1.41
		Virtual Collocation - 2-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4	0.57	11.81	10.04	10.44	8.67			2.07	2.81	0.67	1.41
					ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UEPDX	CNC1X	1.32	32.22	17.76	10.46	8.75			2.07	2.81	0.67	1.41
		Virtual collocation - Special Access & UNE, cross-connect per DS1															
					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 - Special Access & UNE, cross-connect per DS3															

COLLOCATION - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	OSS Rates(\$)					
											SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	3.03	41.56	29.82	12.96	10.34			2.69	2.69	1.56	1.56
	Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	6.06	50.53	38.78	16.97	14.35			2.69	2.69	1.56	1.56
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.0013										
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			AMTFS	VE1CD	0.0019										
	Virtual Collocation 2-Wire Cross Connect, Port			UEPSX, UEPSB, UEPSE, UEPS, UEPSR, UEPC2	VE1R2	0.57	11.62	9.90	10.38	8.66			20.35	10.54	13.32	1.40
	Virtual Collocation 4-Wire Cross Connect, Port			UEPDD, UEPEX	VE1R4	0.57	11.81	10.04	10.44	8.67			20.35	10.54	13.32	1.40
CFA	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR		77.67									
Cable Records																
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA		1,711.00									
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		925.06									
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		18.05									
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		8.45									
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		29.57									
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		279.42									
	Virtual Collocation Cable Records - CAT 5/RJ45			AMTFS	VE1B5		8.45									
Security																
	Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		33.15	20.44					2.07	2.81	0.67	1.41
	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX		41.50	25.61					2.07	2.81	0.67	1.41
	Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		49.86	30.79					2.07	2.81	0.67	1.41
Maintenance																
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		30.64						2.07	2.81	0.67	1.41
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		35.77						2.07	2.81	0.67	1.41
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		40.90						2.07	2.81	0.67	1.41
Entrance Cable																
	Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX		1,749.00						2.07	2.81	0.67	1.41
	Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX	17.87										
COLLOCATION IN THE REMOTE SITE																
Physical Remote Site Collocation																
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		580.20		312.76							
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	220.41										
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		24.69									
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		218.49									

COLLOCATION - Tennessee

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	OSS Rates(\$)				
												SOME C	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLO RS	PE1RE		70.81								
		Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLO RS	PE1RR		234.15								
		Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO RS	PE1BT		33.91	21.49							
		Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO RS	PE1OT		44.17	27.76							
		Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO RS	PE1PT		54.42	34.02							
		Adjacent Remote Site Collocation														
		Remote Site-Adjacent Collocation-Application Fee			CLO RS	PE1RU		755.62	755.62							
		Remote Site-Adjacent Collocation - Real Estate, per square foot			CLO RS	PE1RT	0.134									
		Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLO RS	PE1RS	6.27									
		NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.														
		Virtual Remote Site Collocation														
		Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RB		580.20		312.76						
		Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC	220.41									
		Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR		218.49								
		Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RL		70.81								
		ADJACENT COLLOCATION														
		Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0656									
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.53									
					UEANL, UEQ, UEA, UCL, UAL, UHL, UDN	PE1JE	0.34	11.12	10.18	11.33	10.23		1.77	1.77	1.12	1.12
		Adjacent Collocation - 2-Wire Cross-Connects			UEA, UHL, UDL, UCL	PE1JF	0.33	11.30	10.31	11.62	10.44		1.77	1.77	1.12	1.12
		Adjacent Collocation - DS1 Cross-Connects			USL	PE1JG	1.70	28.39	16.88	11.65	10.54		1.77	1.77	1.12	1.12
		Adjacent Collocation - DS3 Cross-Connects			UE3	PE1JH	19.03	26.23	15.51	13.40	10.77		1.77	1.77	1.12	1.12
		Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JJ	3.49	26.23	15.51	13.41	10.78		1.77	1.77	1.12	1.12
		Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	6.50	29.75	19.02	17.60	14.97		1.77	1.77	1.12	1.12
		Adjacent Collocation - Application Fee			CLOAC	PE1JB		2,973.00		0.95			0.00	0.00	0.00	0.00
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	5.81									
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	11.64									
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	17.45									
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	40.30									
		Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.														

Attachment 5

Access to Numbers and Number Portability

TABLE OF CONTENTS

1. NON-DISCRIMINATORY ACCESS TO TELEPHONE NUMBERS	3
2. LOCAL NUMBER PORTABILITY.....	4
3. OSS RATES	5
4. LNP IN CONJUNCTION WITH LOCAL SWITCHING	5

ACCESS TO NUMBERS AND NUMBER PORTABILITY

1. NON-DISCRIMINATORY ACCESS TO TELEPHONE NUMBERS

- 1.1 During the term of this Agreement, where Comcast Phone is utilizing its own switch, Comcast Phone shall contact the North American Numbering Plan Administrator (NANPA), or, where applicable, the relevant Number Pool Administrator for the assignment of numbering resources.
- 1.2 Where BellSouth provides local switching or resold services to Comcast Phone, BellSouth will provide Comcast Phone with online access to available telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. Comcast Phone acknowledges that such access to numbers shall be in accordance with the appropriate FCC rules and regulations. Comcast Phone may designate up to a forecasted six (6) months supply of available numbers as intermediate (an available number provided to Comcast Phone) telephone numbers per rate center if the following conditions are met:
 - 1.2.1 Comcast Phone must: (1) indicate that all of the intermediate numbers currently held by Comcast Phone in each rate center where Comcast Phone will be requesting intermediate telephone numbers have six (6) or less months to exhaust; (2) supply projected monthly telephone number demand on a rate center basis for the coming twelve (12) months for each rate center where Comcast Phone will be requesting intermediate telephone numbers; and, (3) demonstrate that the utilization level on current intermediate numbers held by Comcast Phone in the rate center where Comcast Phone is requesting telephone numbers has reached at least 75%.
 - 1.2.2 The above information will be provided by Comcast Phone by submitting to BellSouth a fully completed “CO Code Assignments Months To Exhaust Certification Worksheet – TN Level” (“MTE Worksheet”), Appendix B to the Central Office Code (NXX) Assignments Guidelines, INC 95-0407-008 for each rate center where Comcast Phone will be requesting intermediate telephone numbers. The utilization level is calculated by dividing all intermediate numbers currently assigned by Comcast Phone to End Users by the total number of intermediate numbers held by Comcast Phone in the rate center and multiplying the result by one hundred (100).
 - 1.2.3 If fulfilling Comcast Phone’s request for intermediate numbers results in BellSouth having to submit a request for additional telephone numbers to a national numbering administrator (either NANPA CO Code Administration or NeuStar Pooling Administration or their successors), BellSouth will submit the required numbering request to the national numbering administrator to satisfy Comcast

Phone's request for intermediate numbers. BellSouth will also pursue all appropriate steps (including submitting a safety valve request (petition) to the appropriate Commission if the numbering request is denied by the national administrator) to satisfy Comcast Phone's request for intermediate numbers. In these cases, BellSouth is not obligated to fulfill the request by Comcast Phone for intermediate numbers unless, and until, BellSouth's request for additional numbering resources is granted.

1.2.4 Comcast Phone agrees to supply supporting information for any numbering request and/or safety valve request that BellSouth files pursuant to Section 1.2.3 above.

1.3 Comcast Phone acknowledges that there may be instances where there is an industry shortage of available telephone numbers in a number plan area (NPA). These instances occur where a jeopardy status has been declared by NANPA and the industry has determined that limiting the assignment of new numbers is the appropriate method to employ until the jeopardy can be alleviated. In such NPA jeopardy situations where assignment of new numbers is restricted per the jeopardy guidelines developed by the industry, BellSouth may request that Comcast Phone cancel all or a portion of its unassigned intermediate numbers. Comcast Phone's consent to BellSouth's request shall not be unreasonably withheld.

2. LOCAL NUMBER PORTABILITY

2.1 The Parties will offer Local number portability (LNP) in accordance with rules, regulations and guidelines adopted by the Commission, the FCC and industry fora.

2.2 Service Management System (SMS) Administration. The Parties will work cooperatively with other local service providers to establish and maintain contracts for the LNP SMS.

2.3 Network Architecture. The Parties agree to adhere to applicable FCC rules and orders governing LNP network architecture.

2.4 Signaling. In connection with LNP, each Party agrees to use SS7 signaling in accordance with applicable FCC rules and orders.

2.5 N-1 Query. The Parties agree to adhere to applicable FCC rules and orders governing LNP N-1 queries.

2.6 Porting of Reserved Numbers and Suspended Lines. End Users of each Party may port numbers, via LNP, that are in a denied state or that are on suspend status. In addition, End Users of each Party may port reserved numbers that the End User has paid to reserve. Portable reserved numbers are identified on the Customer Service Record (CSR). In anticipation of porting from one Party to the other Party, a Party's End User may reserve additional telephone numbers and include them with the numbers that are subsequently ported to the other Party. It is not necessary to restore a denied number before it is ported.

- 2.7 Splitting of Number Groups. The Parties shall permit blocks of subscriber numbers (including, but not limited to, Direct Inward Dial (DID) numbers and MultiServ groups) to be split in connection with an LNP request. BellSouth and Comcast Phone shall permit End Users who port a portion of DID numbers to retain DID service on the remaining portion of numbers. If a Party requests porting a range of DID numbers smaller than a whole block, that Party shall pay the applicable charges for doing so as set forth in Attachment 2 of this Agreement. In the event no rate is set forth in Attachment 2, then the Parties shall negotiate a rate for such services.
- 2.8 The Parties will set Location Routing Number (LRN) unconditional or 10-digit triggers where applicable. Where triggers are set, the porting Party will remove the ported number at the same time the trigger is removed.
- 2.9 A trigger order is a service order issued in advance of the porting of a number. A trigger order 1) initiates call queries to the AIN SS7 network in advance of the number being ported; and 2) provides for the new service provider to be in control of when a number ports.
- 2.10 Where triggers are not set, the Parties shall coordinate the porting of the number between service providers so as to minimize service interruptions to the End User.
- 2.11 BellSouth and Comcast Phone will work cooperatively to implement changes to LNP process flows ordered by the FCC or as recommended by standard industry for addressing LNP.
- 2.12 Where Comcast Phone utilizes BellSouth's LNP Query Service, BellSouth shall bill and Comcast Phone shall pay the query charge associated with LNP Query Service as set forth in Attachment 2. To receive the LNP Query Service charge set forth in Attachment 2, Comcast Phone shall fill out and submit the Interconnection data sheet for BellSouth LNP Query Service. The form can be obtained on www.interconnection.bellsouth.com under BellSouth LNP Query Service and click on forms. Once the form has been filled out and submitted the LNP Query charge will take effect on the approved date. This charge is not subject to the resale discount set forth in Attachment 1 of this Agreement.

3. OSS RATES

- 3.1 The terms, conditions and rates for OSS utilized in connection with LNP are as set forth in Exhibit A of Attachment 2.

4. LNP IN CONJUNCTION WITH LOCAL SWITCHING

- 4.1 Where Comcast Phone purchases local switching from BellSouth, the Parties shall adhere to the following processes:
- 4.2 When Comcast Phone submits an LSR for services, if the telephone number associated with the services requested resides in a switch other than BellSouth's, then BellSouth will submit an LNP LSR to the appropriate switch owner.

Comcast Phone shall be responsible for reimbursing BellSouth for any costs or charges imposed on BellSouth by the switch owner resulting from the submission of the LNP LSR. In addition, Comcast Phone shall pay to BellSouth the manual service order charges specified in Exhibit A of Attachment 2 of this Agreement for BellSouth's creation and submission of the LNP LSR to the appropriate switch owner.

- 4.3 Working telephone numbers, telephone numbers for which payment has been made to reserve and telephone numbers that are in a denied state (but not disconnected) or suspended status may be subject to porting.

Attachment 6

**Pre-Ordering, Ordering, Provisioning,
Maintenance and Repair**

TABLE OF CONTENTS

1. QUALITY OF PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR.	3
2. ACCESS TO OPERATIONS SUPPORT SYSTEMS.....	3
3. MISCELLANEOUS.....	7

PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR

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

- 1.1 BellSouth shall provide to Comcast Phone nondiscriminatory access to its Operations Support Systems (OSS) and the necessary information contained therein in order that Comcast Phone can perform the functions of pre-ordering, ordering, provisioning, maintenance and repair, and billing. BellSouth shall provide Comcast Phone 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 Web site and is incorporated herein by reference. BellSouth shall ensure that its OSS are designed to accommodate requests for both current and projected demands of Comcast Phone and other CLECs in the aggregate.

2. ACCESS TO OPERATIONS SUPPORT SYSTEMS

- 2.1 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 Comcast Phone to obtain the technical capability to access and utilize BellSouth's OSS interfaces. Specifications for Comcast Phone's access and use of BellSouth's electronic interfaces are set forth at BellSouth's Interconnection Web site and are incorporated herein by reference.
- 2.1.1 Comcast Phone agrees to comply with the provisions of the Operations Support Systems (OSS) Interconnection Volume Guidelines as set forth at BellSouth's Interconnection Web site, and incorporated herein by reference as amended from time to time.
- 2.2 Pre-Ordering. In accordance with FCC and Commission rules and orders, BellSouth will provide electronic access to its OSS and the information contained therein in order that Comcast Phone 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 Web site www.interconnection.bellsouth.com and are incorporated herein by reference. The process by which BellSouth and Comcast Phone will manage these electronic interfaces to include the development and introduction of new interfaces will be governed by the change management process as described in Section 2.7 below. Comcast Phone shall provide to BellSouth

access to customer record information, including circuit numbers associated with each telephone number where applicable. Comcast Phone shall provide such information within four (4) hours after request via electronic access where available. If electronic access is not available, Comcast Phone shall provide to BellSouth paper copies of customer record information, including circuit numbers associated with each telephone number where applicable within twenty-four (24) Comcast business hours.

- 2.2.1 The Parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission. The Parties 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. Each Party reserves the right to audit the other Party's access to customer record information. If a BellSouth audit of Comcast Phone's access to customer record information reveals that Comcast Phone is accessing customer record information without having obtained the proper End User authorization, BellSouth upon reasonable notice to Comcast Phone may take corrective action, including but not limited to suspending or terminating Comcast Phone's electronic access to BellSouth's OSS functionality. If a Comcast Phone audit of BellSouth's access to customer record information reveals that BellSouth is accessing customer record information without having obtained the proper End User authorization, Comcast Phone upon reasonable notice to BellSouth may take corrective action, including but not limited to suspending BellSouth's access to customer record information. 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.

- 2.3 Ordering. BellSouth will make available to Comcast Phone 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 Web site and are incorporated herein by reference as they are amended from time to time. The process by which BellSouth and Comcast Phone 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.

- 2.3.1 Comcast Phone shall place orders for services by submitting a local service request ("LSR") to BellSouth. BellSouth shall bill Comcast Phone an electronic service order charge at the rate set forth in the applicable Attachment to this Agreement for each LSR submitted by means of an electronic interface. BellSouth shall bill Comcast Phone a manual service order charge at the rate set forth in the applicable Attachment to this Agreement for each LSR submitted by means other than the electronic Interfaces (e.g. mail, fax, courier, etc.). An individual LSR will be identified for billing purposes by its Purchase Order Number ("PON").

- 2.3.1.1 Comcast Phone may submit an LSR to request that an End User's service be temporarily suspended, denied, or restored. Alternatively, Comcast Phone may submit a list of such End Users if Comcast Phone provides a separate PON for each location on the list. Each location will be billed as a separate LSR.
- 2.3.1.2 BellSouth will bill the electronic or manual service order charge, as applicable, for an LSR, regardless of whether that LSR is later supplemented, clarified or cancelled.
- 2.3.1.3 Notwithstanding the foregoing, BellSouth will not bill an additional electronic or manual service order charge for supplements to any LSR submitted to clarify, correct, change or cancel a previously submitted LSR.
- 2.4 Provisioning. BellSouth shall provision services during its regular working hours. To the extent Comcast Phone requests provisioning of service to be performed outside BellSouth's regular working hours, or the work so requested requires BellSouth's technicians or project managers to work outside of regular working hours, overtime charges set forth in BellSouth's State E Tariff, Section 13.2, 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 Comcast Phone, BellSouth will not assess Comcast Phone additional charges beyond the rates and charges specified in this Agreement.
 - 2.4.1 In the event BellSouth must dispatch to the End User's location more than once due to incorrect or incomplete information provided by Comcast Phone (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill Comcast Phone for each additional dispatch required to provision the circuit due to the incorrect/incomplete information provided. BellSouth will assess the applicable Maintenance of Service rates from BellSouth's FCC No. 1 Tariff, Section 13.3.1 (E).
 - 2.4.2 Cancellation Charges. If Comcast Phone cancels an LSR 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.
 - 2.4.2.1 Notwithstanding the foregoing, if Comcast Phone 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 Comcast Phone 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, Comcast Phone may cancel its request for those network elements or services without incurring cancellation charges as described in this Section. In such instance, should Comcast Phone elect to cancel the entire LSR, cancellation charges as described in this Section shall apply to those elements and services that were not the subject of inaccurate loop makeup.

- 2.4.3 Service Date Advancement Charges (Expedites). For Service Date Advancement requests by Comcast Phone, 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 Exhibit A of Attachment 2 of this Agreement will apply.
- 2.4.4 Order Modification Charges. If Comcast Phone modifies an order after being sent a Firm Order Confirmation (FOC) from BellSouth, the Order Modification Charge (OMC) or Order Modification Charge Additional Dispatch (OMCAD) will be paid by Comcast Phone in accordance with Exhibit A of Attachment 2 of this Agreement.
- 2.5 Maintenance and Repair. BellSouth will make available to Comcast Phone 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 Web site and are incorporated herein by reference. The process by which BellSouth and Comcast Phone 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 Comcast Phone 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 Web site.
- 2.5.1 If Comcast Phone reports a trouble on a Network Element or Other Service and no trouble actually exists on the BellSouth portion, BellSouth will charge Comcast Phone for any dispatching and testing (both inside and outside the Central Office (CO)) required by BellSouth in order to confirm the working status.
- 2.5.2 In the event BellSouth must dispatch to the End User's location more than once due to incorrect or incomplete information provided by Comcast Phone (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill Comcast Phone for each additional dispatch required to repair the circuit due to the incorrect/incomplete information provided. BellSouth will assess the

applicable Maintenance of Service rates from BellSouth's FCC No. 1 Tariff, Section 13.3.1 (E).

- 2.6 Billing. BellSouth will provide Comcast Phone nondiscriminatory access to billing information as specified in Attachment 7 to this Agreement.
- 2.7 Change Management. BellSouth and Comcast Phone agree that the collaborative change management process known as the Change Control Process (CCP) will be used to manage changes to existing BellSouth interfaces, introduction of new BellSouth interfaces and retirement of BellSouth interfaces. BellSouth and Comcast Phone agree to comply with the provisions of the documented Change Control Process as may be amended from time to time and incorporated herein by reference. The change management process 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 Comcast Phone at BellSouth's Interconnection Web site.
- 2.8 Rates. Unless otherwise specified herein, charges for the use of BellSouth's Operations Support Systems (OSS), and other charges applicable to pre-ordering, ordering, provisioning and maintenance and repair, shall be at the rates set forth in the applicable Attachment of this Agreement.
- 2.9 The Commissions in some states have ordered per element manual additive nonrecurring charges (NRC) for Network Elements and Other Services ordered by means other than one of the interactive interfaces. These ordered Network Elements and Other Services manual additive NRCs will apply in these states, rather than the charge per LSR. The per element charges are listed in Exhibit A of Attachment 2.

3. MISCELLANEOUS

- 3.1 Pending Orders. To the extent that Comcast Phone submits an LSR with incomplete, incorrect or conflicting information, BellSouth will return the LSR to Comcast Phone for clarification. Comcast Phone shall respond to the request for clarification within thirty (30) days by submitting a supplemental LSR. If Comcast Phone does not submit a supplement LSR within thirty (30) days, BellSouth will cancel the original LSR and Comcast Phone shall be required to submit a new LSR, with a new PON.
- 3.2 Single Point of Contact. Comcast Phone will be the single point of contact with BellSouth for ordering activity for network elements and other services used by Comcast Phone 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. Comcast Phone 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 Comcast Phone 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 Comcast Phone that such a request has been processed but will not be required to notify Comcast Phone in advance of such processing.

- 3.2.1 Neither BellSouth nor Comcast Phone shall prevent or delay an End User from migrating to another carrier because of unpaid bills, denied service, or contract terms.
- 3.2.2 The Parties shall return a Firm Order Confirmation (FOC) and Local Service Request (LSR) rejection/clarification in accordance with the intervals specified in Attachment 9 of this Agreement.
- 3.2.3 Use of Facilities. When an End User of Comcast Phone 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 Comcast Phone 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 service from an End User or from a CLEC. BellSouth will notify Comcast Phone that such a request has been processed after the disconnect order has been completed.
- 3.3 Contact Numbers. The Parties agree to provide one another with toll-free nationwide (50 states) contact numbers for the purpose of ordering, provisioning and maintenance of services. Contact numbers for maintenance/repair of services shall be staffed 24 hours per day, 7 days per week. BellSouth will close trouble tickets after making a reasonable effort to contact Comcast Phone for authorization to close a ticket. BellSouth will place trouble tickets in delayed maintenance status after making a reasonable effort to contact Comcast Phone to request additional information or to request authorization for additional work deemed necessary by BellSouth.
- 3.4 Subscription Functions. In cases where BellSouth performs subscription functions for an interexchange carrier (IXC) (i.e. PIC and LPIC changes via Customer Account Record Exchange (CARE)), BellSouth will 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.

- 3.4.1 When Comcast Phone'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 interexchange carrier elects to charge the End User the PIC or LPIC change charge, BellSouth will bill the PIC or LPIC change charge to Comcast Phone, which has the billing relationship with that End User, and Comcast Phone may pass such charge to the End User.

Attachment 7

Billing

TABLE OF CONTENTS

1. PAYMENT AND BILLING ARRANGEMENTS.....	3
2. BILLING DISPUTES.....	10
3. REVENUE ACCOUNTING OFFICE (RAO) HOSTING	11
Rates.....	Exhibit A

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 BellSouth will bill through the Carrier Access Billing System (CABS), Integrated Billing System (IBS) and/or the Customer Records Information Systems (CRIS) depending on the particular service(s) provided to Comcast Phone under this Agreement. BellSouth will format all bills in CABS 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 may change in accordance with applicable industry standards.
 - 1.1.1 For any service(s) BellSouth receives from Comcast Phone, Comcast Phone 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 Comcast Phone's accounts. If either Party requests multiple billing media or additional copies of the bills, the billing Party will provide these at the rates set forth in BellSouth's FCC No. 1 Tariff, Section 13.3.6.3, except for resold services which shall be at the rates set forth in BellSouth's Non-Regulated Services Pricing List N6.
 - 1.1.4 BellSouth will bill Comcast Phone in advance for all services to be provided during the ensuing billing period except charges associated with service usage and nonrecurring charges, which will be billed in arrears.
 - 1.1.4.1 For resold services, charges for services will be calculated on an individual End User account level, including, if applicable, any charge for usage or usage allowances. BellSouth will also bill Comcast Phone, and Comcast Phone 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, and franchise fees, unless otherwise ordered by a Commission.
 - 1.1.5 BellSouth will not perform billing and collection services for Comcast Phone as a result of the execution of this Agreement.
- 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 Commission, Comcast Phone will provide the appropriate BellSouth advisory