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COMMISSION
CLERK

February 3, 2009

080664

Mrs. Ann Cole
Director, Division of the Commission Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399

Re: Request for approval of interconnection, unbundling, resale, and collocation agreement between BellSouth Telecommunications, Inc. d/b/a AT&T Florida d/b/a AT&T Southeast and Brandenburg Telecom, LLC.

Dear Mrs. Cole:

Please add these additional pages to the previously filed interconnection, unbundling, resale, and collocation agreement between BellSouth Telecommunications, Inc. d/b/a AT&T Florida d/b/a AT&T Southeast and Brandenburg Telecom, LLC in Docket 080664-TP, which was filed by AT&T Florida on November 6, 2008.

If you have any further questions, please do not hesitate to call me: 850-577-5555

Very truly yours,

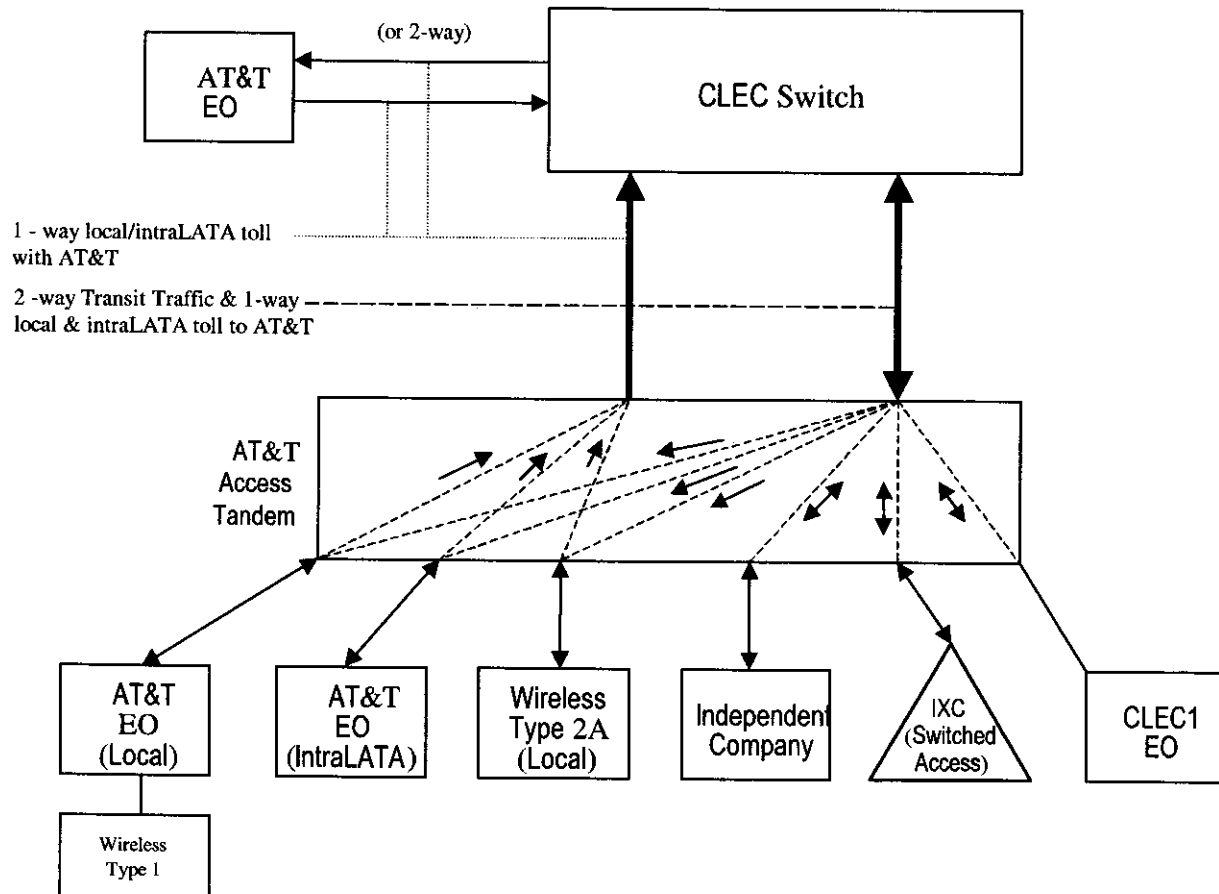
Greg Follensbee
Executive Director

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ADM _____
CLK _____

DOCUMENT NUMBER-DATE
00867 FEB-3 8
FPSC-COMMISSION CLERK

Basic Architecture

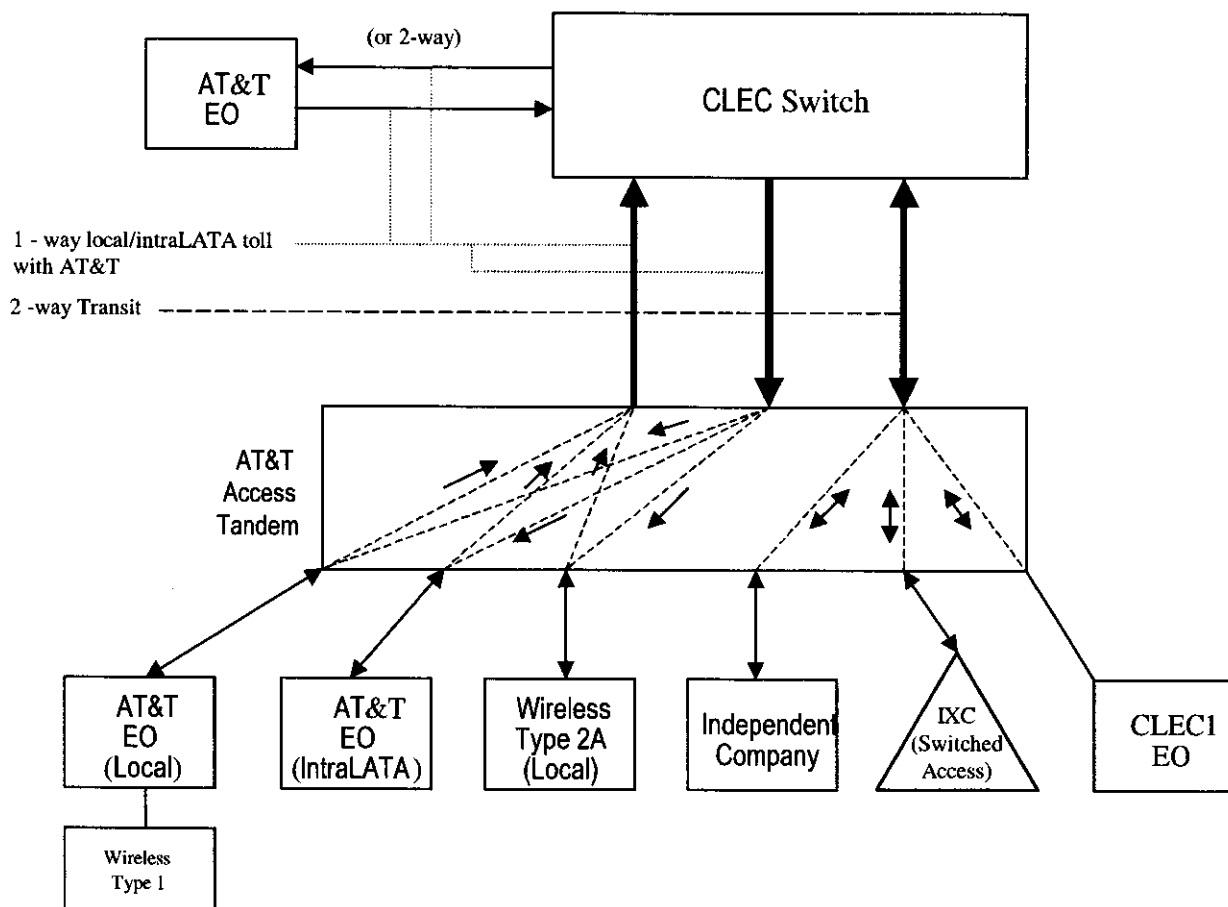
Exhibit B



DOCUMENT NUMBER-DATE
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 FPSC-COMMISSION CLERK

One-Way Architecture

Exhibit C



Two-Way Architecture

Exhibit D

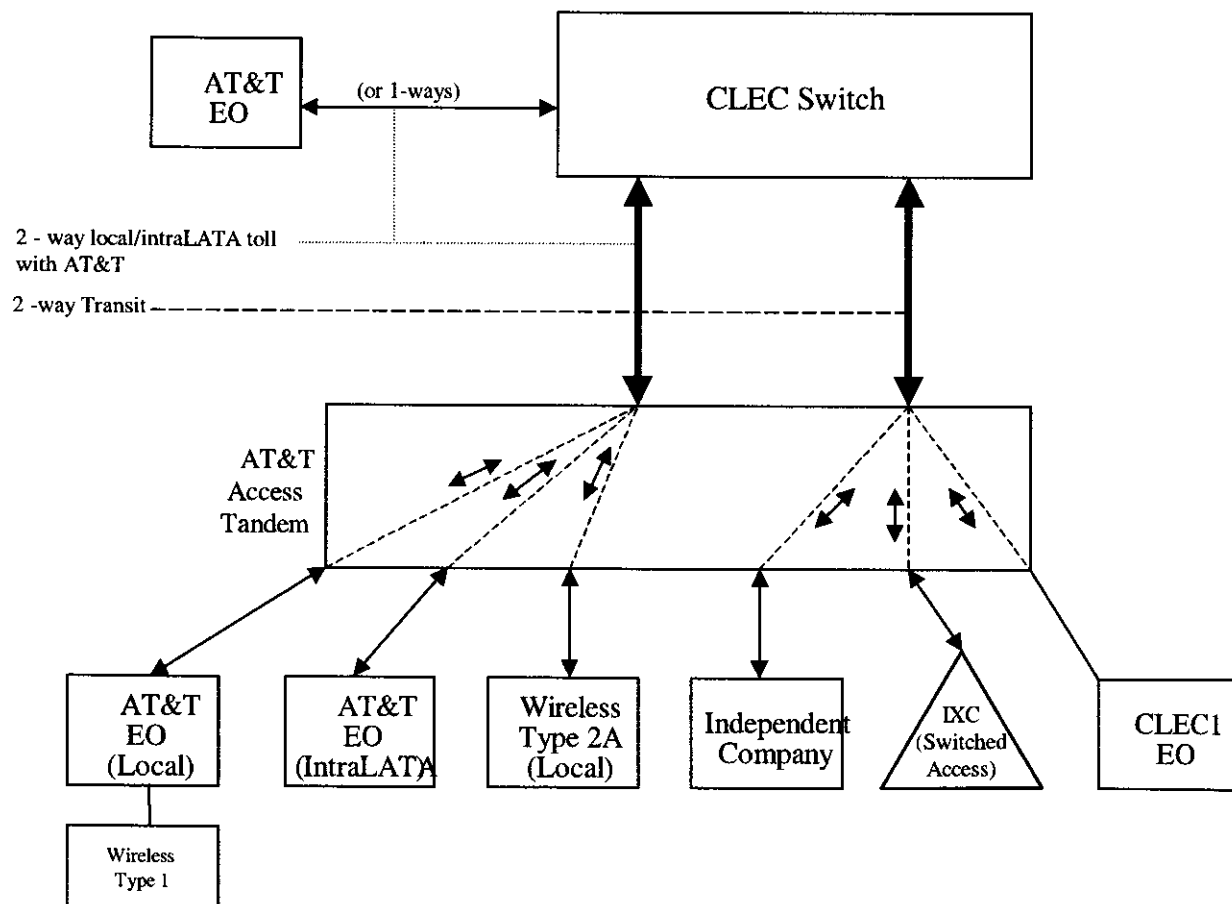
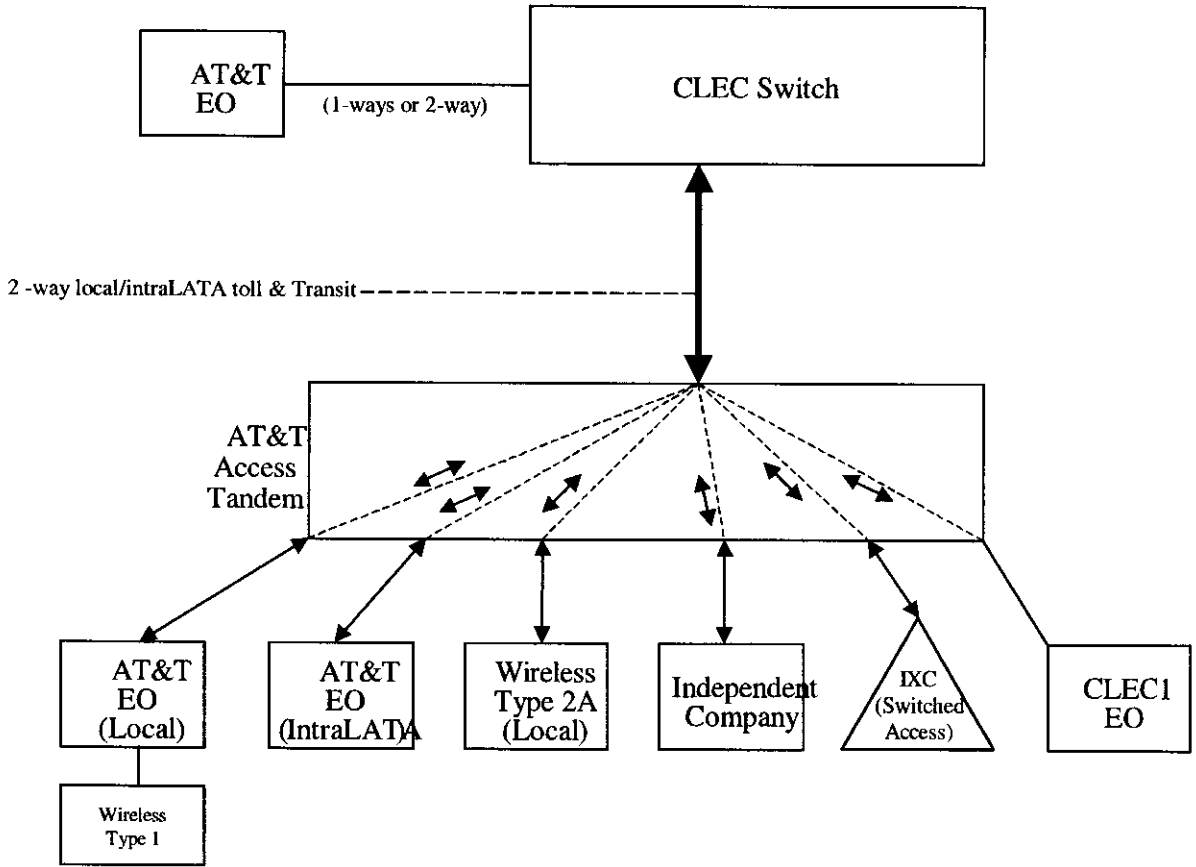


Exhibit E

Supergroup Architecture



LOCAL INTERCONNECTION - Alabama											Att: 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-1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
						First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)															
ISP-BOUND TRAFFIC															
	ISP-Bound, per MOU					0.0007									
END OFFICE SWITCHING															
	End Office Switching Function, per MOU					0.0008663									
TANDEM SWITCHING															
	Tandem Switching Function Per MOU					0.000498									
	Multiple Tandem Switching, per MOU (applies to initial tandem only)					0.000498									
	Tandem Intermediary Charge, per MOU*					0.0025									
	Tandem Intermediary Charge, per MOU* (E-6/30/2010)					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			OH1	TPP6X	21.56	8.12								
	Installation Trunk Side Service - per DS0			OH1	TPP9X	21.56	8.12								
	Dedicated End Office Trunk Port Service-per DS0**			OH1	TDEOP	0.00									
	Dedicated End Office Trunk Port Service-per DS1**			OH1	OH1MS	TDE1P	0.00								
	Dedicated Tandem Trunk Port Service-per DS0**			OH1	TDWCP	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					0.0000023									
	Common Transport - Facilities Termination Per MOU					0.0003224									
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)															
INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OH1	1L5NF	0.008838									
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Facility Termination per month			OH1	1L5NF	21.13	40.54	27.41	16.74	6.90					
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OH1	1L5NK	0.008838									
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OH1	1L5NK	15.12	40.54	27.41	16.74	6.90					
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OH1	1L5NK	0.008838									
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OH1	1L5NK	15.12	40.54	27.41	16.74	6.90					
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.18									
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	60.16	89.27	81.81	16.35	14.44					
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	4.09									
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	703.52	278.75	162.76	60.20	58.46					
LOCAL CHANNEL - DEDICATED TRANSPORT															
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OH1	TEFV2	13.97	193.10	33.17	36.64	3.20					
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OH1	TEFV4	14.93	193.53	33.60	37.11	3.67					
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	35.76	177.47	153.72	22.19	15.26					
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	416.54	451.52	263.94	119.49	83.58					
LOCAL INTERCONNECTION MD-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	101.06	91.04	62.57	10.54	9.79					
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	186.13	178.14	93.97	33.26	31.63					
	DS3 Interface Unit (DS1 COC) per month			OH1, OH1MS	SATCO	12.70	6.58	4.72							

LOCAL INTERCONNECTION - Florida										Att: 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						
						First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)															
ISP-BOUND TRAFFIC															
	ISP-Bound, per MOU					0.0007									
END OFFICE SWITCHING															
	End Office Switching Function, per MOU					0.0009302									
TANDEM SWITCHING															
	Tandem Switching Function Per MOU					0.0006019									
	Multiple Tandem Switching, per MOU (applies to initial tandem only)					0.0006019									
	Tandem Intermediary Charge, per MOU*					0.0025									
	Tandem Intermediary Charge, per MOU* (E-6/30/2010)					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			OH0	TPP6X			21.73	8.19						
	Installation Trunk Side Service - per DS0			OH0	TPP9X			21.73	8.19						
	Dedicated End Office Trunk Port Service-per DS0**			OH0	TDEOP	0.00									
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00									
	Dedicated Tandem Trunk Port Service-per DS0**			OH0	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					0.0000035									
	Common Transport - Facilities Termination Per MOU					0.0004372									
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)															
INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1LSNF	0.0091									
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Facility Termination per month			OHM	1LSNF	25.32	47.35	31.78	18.31	7.03					
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1LSNK	0.0091									
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1LSNK	18.44	47.35	31.78	18.31	7.03					
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1LSNK	0.0091									
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1LSNK	18.44	47.35	31.78	18.31	7.03					
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1LSNL	0.1856									
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month			OH1, OH1MS	1LSNL	88.44	105.54	98.47	21.47	19.05					
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1LSNM	3.87									
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1LSNM	1,071.00	335.46	219.28	72.03	70.56					
LOCAL CHANNEL - DEDICATED TRANSPORT															
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	19.66	265.84	46.97	37.63	4.00					
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	20.45	286.54	47.67	44.22	5.33					
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	36.49	216.65	183.54	24.30	16.95					
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	531.91	556.37	343.01	139.13	96.64					
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	148.77	101.42	71.62	11.09	10.49					
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	211.19	199.28	118.64	40.34	39.07					
	DS3 Interface Unit (DS1 COC) per month			OH1, OH1MS	SATCO	13.76	10.07	7.08							
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable AT&T tariff.															

LOCAL INTERCONNECTION - Georgia											Alt: 3 Exh: A										
CATEGORY	RATE ELEMENTS	Interm	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
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																					
ISP-BOUND TRAFFIC																					
	ISP-Bound, per MOU					0.0007															
END OFFICE SWITCHING																					
	End Office Switching Function, per MOU					0.000756															
TANDEM SWITCHING																					
	Tandem Switching Function Per MOU					0.0004186															
	Multiple Tandem Switching, per MOU (applies to initial tandem only)					0.0004186															
	Tandem Intermediary Charge, per MOU*					0.0025															
	Tandem Intermediary Charge, per MOU* (E:8/30/2010)					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	21.53	8.11														
	Installation Trunk Side Service - per DS0			OHD	TPP9X	21.53	8.11														
	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					0.0000028															
	Common Transport - Facilities Termination Per MOU					0.0001955															
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																					
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																					
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.0059															
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Facility Termination per month			OHM	1L5NF	13.15	48.41	19.46	16.58	4.99											
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.0059															
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	8.00	48.41	19.46	16.58	4.99											
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.0059															
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	8.00	48.41	19.46	16.58	4.99											
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.1199															
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	34.93	110.92	80.20	31.33	21.71											
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	2.63															
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	349.42	320.16	86.24	66.71	52.76											
LOCAL CHANNEL - DEDICATED TRANSPORT																					
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	7.91	120.95	53.24	46.35	13.35											
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	8.90	125.50	54.38	46.35	13.35											
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	22.82	149.31	111.09	40.32	26.09											
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	150.05	444.58	145.04	112.60	75.81											
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	71.23	105.57	41.545	23.73	4.19											
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	124.39	224.255	71.76	39.965	31.035											
	DS3 Interface Unit (DS1 COC) per month			OH1, OH1MS	SATCO	7.50	15.79	11.375	6.60	6.60											
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable AT&T tariff.																					

LOCAL INTERCONNECTION - Kentucky										Att: 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						
						First	Add'l	First	Add'l	OSS Rates(\$)					
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)															
ISP-BOUND TRAFFIC															
	ISP-Bound, per MOU					0.0007									
END OFFICE SWITCHING															
	End Office Switching Function, per MOU					0.0014083									
TANDEM SWITCHING															
	Tandem Switching Function Per MOU					0.0006772									
	Multiple Tandem Switching, per MOU (applies to initial tandem only)					0.0006772									
	Tandem Intermediary Charge, per MOU*					0.0025									
	Tandem Intermediary Charge, per MOU* (E-6/30/2010)					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			OH0	TPP6X		21.58	8.13							
	Installation Trunk Side Service - per DS0			OH0	TPP9X		21.58	8.13							
	Dedicated End Office Trunk Port Service-per DS0**			OH0	TDEOP	0.00									
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00									
	Dedicated Tandem Trunk Port Service-per DS0**			OH0	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					0.000003									
	Common Transport - Facilities Termination Per MOU					0.0007466									
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)															
INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.01									
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Facility Termination per month			OHM	1L5NF	29.11	47.34	31.78	22.77	8.75					
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.0115									
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	20.97	47.35	31.78	22.77	8.75					
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.0115									
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	20.97	47.35	31.78	22.77	8.75					
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.23									
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	96.04	105.52	98.46	23.09	20.49					
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	4.97									
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	1,175.15	335.40	219.24	89.57	87.75					
LOCAL CHANNEL - DEDICATED TRANSPORT															
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	18.57	265.78	46.96	48.79	4.98					
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	19.86	286.48	47.65	47.54	5.73					
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	40.46	209.60	176.51	30.21	21.07					
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	576.05	551.38	338.08	173.00	120.42					
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								
MULTIPLIXERS															
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	113.33	101.40	71.80	13.79	13.04					
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	158.20	199.23	118.62	50.16	48.59					
	DS3 Interface Unit (DS1 COC) per month			OH1, OH1MS	SATCO	11.80	10.07	7.08							

LOCAL INTERCONNECTION - Louisiana

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)						Att: 3 Exh: A				
						Rec	Nonrecurring		Nonrecurring Disconnect		SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
							First	Add'l	First	Add'l						
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
ISP-BOUND TRAFFIC																
	ISP-Bound, per MOU					0.0007										
END OFFICE SWITCHING																
	End Office Switching Function, per MOU					0.002048										
TANDEM SWITCHING																
	Tandem Switching Function Per MOU					0.0005507										
	Multiple Tandem Switching, per MOU (applies to initial tandem only)					0.0005507										
	Tandem Intermediary Charge, per MOU*					0.0025										
	Tandem Intermediary Charge, per MOU* (E:8/30/2010)					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		21.64	8.15								
	Installation Trunk Side Service - per DS0			OHD	TPP9X		21.64	8.15								
	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					0.0000032										
	Common Transport - Facilities Termination Per MOU					0.0003748										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade-Per Mile per month			OHM	1LSNF	0.013										
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade-Facility Termination per month			OHM	1LSNF	22.60	39.36	26.62								
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1LSNK	0.013										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1LSNK	15.61	39.37	26.62								
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1LSNK	0.013										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1LSNK	15.61	39.37	26.62								
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1_OH1MS	1LSNL	0.2652										
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month			OH1_OH1MS	1LSNL	70.47	86.69	79.44								
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3_OH3MS	1LSNM	6.04										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3_OH3MS	1LSNM	850.45	270.69	158.05								
LOCAL CHANNEL - DEDICATED TRANSPORT																
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	18.32	187.51	32.21								
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	19.41	187.94	32.63								
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	39.18	172.34	149.27								
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	469.44	438.46	256.30								
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									
MULTIPLIXERS																
	Channelization - DS1 to DS0 Channel System			OH1_OH1MS	SATN1	105.09	88.41	60.76								
	DS3 to DS1 Channel System per month			OH3_OH3MS	SATNS	201.48	172.99	91.25								
	DS3 Interface Unit (DS1 COC) per month			OH1_OH1MS	SATCO	11.78	6.39	4.58								

LOCAL INTERCONNECTION - Mississippi										Att: 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	OSS Rates(\$)									
													Rec	Nonrecurring		Nonrecurring Disconnect		SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
													First	Add'l	First	Add'l						
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																						
ISP-BOUND TRAFFIC																						
	ISP-Bound, per MOU					0.0007																
END OFFICE SWITCHING																						
	End Office Switching Function, per MOU					0.00119																
TANDEM SWITCHING																						
	Tandem Switching Function Per MOU					0.0005379																
	Multiple Tandem Switching, per MOU (applies to initial tandem only)					0.0005379																
	Tandem Intermediary Charge, per MOU*					0.0025																
	Tandem Intermediary Charge, per MOU* (E:5/30/2010)					0.0025																
* This change 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			21.58	8.13													
	Installation Trunk Side Service - per DS0			OHD	TPP9X			21.58	8.13													
	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					0.0000028																
	Common Transport - Facilities Termination Per MOU					0.0004541																
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																						
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																						
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.0098																
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHM	1L5NF	22.52	40.77	27.57	17.26	7.11												
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.0098																
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	15.68	40.78	27.57	17.26	7.11												
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.0098																
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	15.68	40.78	27.57	17.26	7.11												
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.201																
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	57.33	89.79	82.28	16.86	14.90												
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	4.76																
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	641.90	280.37	163.70	62.08	60.29												
LOCAL CHANNEL - DEDICATED TRANSPORT																						
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	14.91	194.22	33.36	37.79	3.30												
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	15.99	194.86	33.80	38.27	3.78												
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	36.83	178.50	154.61	22.89	15.74												
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	413.87	454.13	284.47	123.23	86.19												
LOCAL INTERCONNECTION MD-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	102.85	91.57	62.94	10.87	10.10												
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	170.63	179.17	94.52	34.30	32.82												
	DS3 Interface Unit (DS1 CCCI) per month			OH1, OH1MS	SATCO	12.96	6.62	4.74														

LOCAL INTERCONNECTION - North Carolina											Att: 3 Exh: A											
CATEGORY	RATE ELEMENTS	Interm	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-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates(\$)										
												Rec	Nonrecurring		Nonrecurring Disconnect		SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
													First	Add'l	First	Add'l						
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																						
ISP-BOUND TRAFFIC																						
	ISP-Bound, per MOU					0.0007																
END OFFICE SWITCHING																						
	End Office Switching Function, per MOU					0.0007331																
TANDEM SWITCHING																						
	Tandem Switching Function Per MOU					0.0004788																
	Multiple Tandem Switching, per MOU (applies to initial tandem only)					0.0004788																
	Tandem Intermediary Charge, per MOU*					0.0025																
	Tandem Intermediary Charge, per MOU* (E-3/30/2010)					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		21.55	8.12														
	Installation Trunk Side Service - per DS0			OHD	TPP9X		21.55	8.12														
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00																
	Dedicated End Office Trunk Port Service-per DS1**			OH1	OH1MS	TDE1P	0.00															
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00																
	Dedicated Tandem Trunk Port Service-per DS1**			OH1	OH1MS	TDW1P	0.00															
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																						
COMMON TRANSPORT (Shared)																						
	Common Transport - Per Mile, Per MOU					0.0000023																
	Common Transport - Facilities Termination Per MOU					0.0001678																
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																						
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																						
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1LSNF	0.0095																
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Facility Termination per month			OHM	1LSNF	12.12	39.36	26.62														
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1LSNK	0.0095																
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1LSNK	7.47	39.37	26.62														
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1LSNK	0.0095																
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1LSNK	7.47	39.37	26.62														
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1LSNL	0.1938																
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month			OH1, OH1MS	1LSNL	31.19	86.69	79.44														
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1LSNM	4.44																
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1LSNM	329.91	270.69	158.05														
LOCAL CHANNEL - DEDICATED TRANSPORT																						
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	6.29	187.51	32.21														
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	7.08	187.94	32.83														
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	22.13	172.34	149.27														
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	82.89	438.46	256.30														
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															
MULTI-FLXERS																						
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	146.89	197.78	140.06														
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	233.10	403.97	234.40														
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	16.07	13.09	9.38														

LOCAL INTERCONNECTION - Tennessee														Att: 3 Exh: A																										
CATEGORY	RATE ELEMENTS	Interm	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-Disc Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l																										
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First						Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN																			
														OSS Rates(\$)																										
														SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN																					
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																																								
ISP-BOUND TRAFFIC																																								
	ISP-Bound, per MOU						0.0007																																	
END OFFICE SWITCHING																																								
	End Office Switching Function, per MOU						0.0008041																																	
TANDEM SWITCHING																																								
	Tandem Switching Function Per MOU						0.0009778																																	
	Multiple Tandem Switching, per MOU (applies to initial tandem only)						0.0009778																																	
	Tandem Intermediary Charge, per MOU*						0.0025																																	
	Tandem Intermediary Charge, per MOU* (E.6/30/2010)						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		21.59	8.09																																
	Installation Trunk Side Service - per DS0			OHD	TPP9X		21.59	8.09																																
	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						0.0000064																																	
	Common Transport - Facilities Termination Per MOU						0.0003871																																	
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																																								
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																																								
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.0174																																		
	Interoffice Channel - Dedicated Transport - 2 - Wire Voice Grade - Facility Termination per month			OHM	1L5NF	18.58	55.39	17.37	27.96	3.51																														
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.0174																																		
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	17.98	55.39	17.37	27.96	3.51																														
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.0174																																		
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	17.98	55.39	17.37	27.96	3.51																														
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.3562																																		
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	77.86	112.40	76.27	19.55	14.99																														
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	2.34																																		
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	848.99	395.29	176.56	109.04	105.91																														
LOCAL CHANNEL - DEDICATED TRANSPORT																																								
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	15.29	199.33	24.16	54.81	4.80																														
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	16.18	201.53	24.83	55.52	5.51																														
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	32.25	277.35	233.26	33.18	22.30																														
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	611.30	595.37	304.50	215.82	151.15																														
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	80.77	141.87	77.11	14.51	13.46																														
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	222.98	308.03	108.47	44.47	42.62																														
	DS3 Interface Unit (DS1 COC) per month			OH1, OH1MS	SATCO	17.58	6.07	4.66																																
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable AT&T tariff.																																								

Attachment 4
AT&T Collocation

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AT&T COLLOCATION**1. Scope of Attachment****1.1 AT&T Premises**

1.1.1 The rates, terms and conditions contained within this Attachment shall only apply when Brandenburg is physically collocated as a sole occupant or as a Host within an AT&T Premises pursuant to this Attachment. AT&T Premises, as defined in this Attachment includes AT&T Central Offices, and Remote Terminals (hereinafter "AT&T Premises"). This Attachment is applicable to AT&T Premises owned or leased by AT&T. Where not specified, the language in this Attachment applies to both Central Office and Remote Site Collocation.

1.1.2 Third Party Property. If the AT&T Premises, or the property on which it is located, is leased by AT&T 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 AT&T notifies Brandenburg that AT&T's agreement with a third party does not grant AT&T the ability to provide access and use rights to others, upon Brandenburg's request, AT&T will use commercially reasonable efforts to obtain the owner's consent and to otherwise secure such rights for Brandenburg. Brandenburg agrees to reimburse AT&T for all costs incurred by AT&T in obtaining such rights for Brandenburg. In cases where a third party agreement does not grant AT&T the right to provide access and use rights to others as contemplated by this Attachment and AT&T, is unable to secure such access and use rights for Brandenburg, Brandenburg shall be responsible for obtaining such permission to access and use such property. AT&T shall cooperate with Brandenburg in obtaining such permission.

1.2 Right to Occupy

1.2.1 AT&T shall offer to Brandenburg collocation on rates, terms and conditions that are just, reasonable, nondiscriminatory 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, AT&T will allow Brandenburg to occupy a certain area designated by AT&T within an AT&T Premises, or on AT&T property upon which the AT&T Premises is located, of a size which is specified by Brandenburg and agreed to by AT&T (hereinafter "Collocation Space"). Except as otherwise specified, any references to Collocation Space shall be for physical collocation. The necessary rates, terms and conditions for a premises as defined by the FCC, other than AT&T Premises, shall be negotiated upon reasonable request for collocation at such premises.

1.2.2 Neither AT&T nor any of AT&T's affiliates may reserve space for future use on more preferential terms than those set forth in this Attachment.

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

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

1.3 Space Allocation. AT&T shall assign Brandenburg 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, AT&T shall attempt to accommodate Brandenburg's requested space preferences, if any, including the provision of contiguous space for any subsequent request for collocation. In allocating Collocation Space, AT&T shall not materially increase Brandenburg's cost or materially delay Brandenburg's occupation and use of the Collocation Space, assign Collocation Space that will impair the quality of service or otherwise limit

the service Brandenburg wishes to offer, reduce unreasonably the total space available for physical collocation or preclude reasonable physical collocation within the AT&T 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 AT&T or another collocated telecommunications carrier; or (f) essential for the administration and proper functioning of the AT&T Premises. AT&T 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

1.4.1 Brandenburg shall be allowed to transfer Collocation Space to another CLEC under the following conditions: (1) the AT&T Premises is not at or near space exhaustion; (2) the transfer of space shall be contingent upon AT&T's approval, which will not be unreasonably withheld; (3) Brandenburg has no unpaid, undisputed collocation charges; and (4) the transfer of the Collocation Space is in conjunction with Brandenburg's sale of all or substantially all, of the in-place collocation equipment to the same CLEC.

1.4.2 The responsibilities of Brandenburg shall include: (1) submitting a letter of authorization to AT&T for the transfer; (2) entering into a transfer agreement with AT&T and the acquiring CLEC; and (3) returning all Security Access Devices to AT&T. The responsibilities of the acquiring CLEC shall include: (1) submitting an application to AT&T for the transfer of the Collocation Space; (2) satisfying all requirements of its interconnection agreement with AT&T; (3) submitting a letter to AT&T for the assumption of services; and (4) entering into a transfer agreement with AT&T and Brandenburg.

1.4.3 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

1.5.1 In the event of space exhaust within an AT&T Premises, AT&T may include in its documentation for the Petition for Waiver filed with the Commission, any unutilized space in the AT&T Premises. Brandenburg will be responsible for the justification of unutilized space within its Collocation Space, if the Commission requires such justification.

1.5.2 AT&T may reclaim unused Collocation Space when an AT&T Premises is at, or near, space exhaustion and Brandenburg cannot demonstrate that Brandenburg will utilize the Collocation Space in the time frames set forth below in Section 1.5.3. In the event of space exhaust or near exhaust within an AT&T Premises, AT&T will provide written notice to Brandenburg requesting that Brandenburg release non-utilized Collocation Space to AT&T, when one hundred percent (100%) of the Collocation Space in Brandenburg's collocation arrangement is not being utilized.

1.5.3 Within twenty (20) days of receipt of written notification from AT&T, Brandenburg shall either: (1) return the non-utilized Collocation Space to AT&T in which case Brandenburg 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 AT&T; or (2) for all states, with the exception of Florida, provide AT&T with information demonstrating that the Collocation Space will be utilized within twenty-four (24) months from the date Brandenburg accepted the Collocation Space (Acceptance Date) from AT&T. For Florida, Brandenburg shall provide information to AT&T demonstrating that the Collocation Space will be utilized within eighteen (18) months from the Acceptance Date.

- 1.5.4 Disputes concerning AT&T's claim of space exhaust, or near exhaust, or Brandenburg's refusal to return requested Collocation Space should be resolved by AT&T and Brandenburg pursuant to the dispute resolution language contained in the General Terms and Conditions.
- 1.6 Use of Space. Brandenburg may only place in the Collocation Space equipment necessary for interconnection with AT&T's services/facilities or for accessing AT&T's unbundled network elements for the provision of Telecommunications Services, as specifically set forth in this Agreement. The Collocation Space assigned to Brandenburg may not be used for any purposes other than as specifically described herein, including, but not limited to office space or a place of reporting for Brandenburg's employees or certified suppliers.
- 1.7 Rates and Charges. Brandenburg agrees to pay the rates and charges identified in Exhibit B.
- 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 Reports**
- 2.1 Space Availability Report. Upon request from Brandenburg and at Brandenburg's expense, AT&T will provide a written report (Space Availability Report) describing in detail the space that is currently available for collocation at a particular AT&T Premises. This report will include the amount of Collocation Space available at the AT&T Premises requested, the number of collocators present at the AT&T Premises, any modifications in the use of the space since the last report on the AT&T Premises requested and the measures AT&T is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the AT&T Premises for which the Space Availability Report was requested by Brandenburg.
- 2.1.1 The request from Brandenburg for a Space Availability Report must be in writing and include the AT&T Premises street address, as identified in the LERG, and the CLLI code for the AT&T Premises requested. CLLI code information is located in the NECA Tariff FCC No. 4.
- 2.1.2 AT&T will respond to a request for a Space Availability Report for a particular AT&T Premises within ten (10) days of the receipt of such request.
- 2.1.3 AT&T will use 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) AT&T Premises within the same state. The response time for Space Availability Report requests of more than five (5) AT&T Premises, whether the request is for the same state or for two (2) or more states within the AT&T Southeast Region 9-State, shall be negotiated between the Parties.
- 2.2 Remote Terminal Information. Upon request, AT&T will provide Brandenburg with the following information concerning AT&T'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 AT&T will provide this information within thirty (30) days of a Brandenburg 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 AT&T's systems; and (ii) the information will only be provided for each serving wire center designated by Brandenburg, up to a maximum of thirty (30) wire centers per Brandenburg request per month per state. AT&T will bill the nonrecurring charge pursuant to the rates in Exhibit B at the time AT&T sends the CD.

3 Collocation Options

- 3.1 Cageless Collocation. AT&T shall allow Brandenburg to collocate Brandenburg's equipment and facilities without requiring the construction of a cage or similar structure. AT&T shall allow Brandenburg to have direct access to Brandenburg's equipment and facilities in accordance with Section 5.1.2 below. AT&T shall make cageless collocation available in single bay increments. Except where Brandenburg's equipment requires special technical considerations (e.g., special cable racking or isolated ground plane), AT&T shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, Brandenburg 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

- 3.2.1 AT&T will make caged Collocation Space in Central Offices available in fifty (50) square foot increments. At Brandenburg's option and expense, Brandenburg will arrange with a Supplier certified by AT&T (AT&T Certified Supplier) to construct a collocation arrangement enclosure in accordance with AT&T's specifications for a wire mesh enclosure prior to starting equipment installation. Where local building codes require enclosure specifications more stringent than AT&T's wire mesh enclosure specifications, Brandenburg and Brandenburg's AT&T Certified Supplier must comply with the more stringent local building code requirements. Brandenburg's AT&T Certified Supplier shall be responsible for filing and obtaining any and all necessary permits and/or licenses for such construction. AT&T or AT&T's designated agent or contractor shall provide, at Brandenburg's expense, documentation, which may include existing building architectural drawings, enclosure drawings, specifications, etc., necessary for Brandenburg's AT&T Certified Supplier to obtain all necessary permits and/or other licenses. Brandenburg's AT&T Certified Supplier shall bill Brandenburg directly for all work performed for Brandenburg. AT&T shall have no liability for, nor responsibility to pay, such charges imposed by Brandenburg's AT&T Certified Supplier. Brandenburg must provide the local AT&T Central Office Building Contact with two (2) Access Keys that will allow entry into the locked enclosure. Except in the case of an emergency, AT&T will not access Brandenburg's locked enclosure prior to notifying Brandenburg at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to Brandenburg's Collocation Space is required. Upon request, AT&T shall construct the enclosure for Brandenburg.
- 3.2.2 In the event Brandenburg's AT&T Certified Supplier will construct the collocation arrangement enclosure, AT&T may elect to review Brandenburg's plans and specifications, prior to allowing the construction to start, to ensure compliance with AT&T's wire mesh enclosure specifications. AT&T will notify Brandenburg of its desire to conduct this review in AT&T's Application Response, as defined herein, to Brandenburg's Initial Application. If Brandenburg's Initial Application does not indicate its desire to construct its own enclosure and Brandenburg subsequently decides to construct its own enclosure prior to AT&T's Application Response, then Brandenburg will resubmit its Initial Application, indicating its desire to construct its own enclosure. If Brandenburg subsequently decides construct its own enclosure after the bona fide firm order (hereinafter

"BFFO") has been accepted by AT&T, Brandenburg will submit a Subsequent Application, as defined in Section 6.2 below. If AT&T elects to review Brandenburg's plans and specifications, then AT&T will provide notification to Brandenburg 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. AT&T shall complete its review within fifteen (15) days after AT&T's receipt of Brandenburg's plans and specifications. Regardless of whether or not AT&T elects to review Brandenburg's plans and specifications, AT&T reserves the right to inspect the enclosure after construction has been completed to ensure that it is constructed according to Brandenburg's submitted plans and specifications and/or AT&T's wire mesh enclosure specifications, as applicable. If AT&T decides to inspect the constructed Collocation Space, AT&T will complete its inspection within fifteen (15) days after receipt of Brandenburg's written notification that the enclosure has been completed. Within seven (7) days after AT&T has completed its inspection of Brandenburg's caged Collocation Space, AT&T shall require Brandenburg, at Brandenburg's expense, to remove or correct any structure that does not meet Brandenburg's plans and specifications or AT&T's wire mesh enclosure specifications, as applicable.

3.3

Shared Caged Collocation

3.3.1

Brandenburg may allow other telecommunications carriers to share Brandenburg's caged Collocation Space, pursuant to the terms and conditions agreed to by Brandenburg (Host) and the other telecommunications carriers (Guests) contained in this Section, except where the AT&T Premises is located within a leased space and AT&T is prohibited by said lease from offering such an option to Brandenburg. AT&T shall be notified in writing by Brandenburg 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 Brandenburg that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Attachment between AT&T and Brandenburg. The term of the agreement between the Host and its Guest(s) shall not exceed the term of this Agreement between AT&T and Brandenburg.

3.3.2

Brandenburg, as the Host, shall be the sole interface and responsible Party to AT&T 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. AT&T shall provide Brandenburg 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, Brandenburg shall be the responsible Party to AT&T 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 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 AT&T provides its written Application Response to the Guest(s) Bona Fide application.

3.3.3

Notwithstanding the foregoing, the Guest(s) may submit service orders directly to AT&T to request the provisioning of interconnecting facilities between AT&T 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 AT&T Tariff or the Guest's Interconnection Agreement with AT&T.

3.3.4

Brandenburg shall indemnify and hold harmless AT&T from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of Brandenburg's Guest(s) in the

Collocation Space, except to the extent caused by AT&T's sole negligence, gross negligence, or willful misconduct.

3.4

Adjacent Collocation

3.4.1

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

3.4.2

If Brandenburg requests Adjacent Collocation, pursuant to the conditions stated in Section 3.4 above, Brandenburg must arrange with an AT&T Certified Supplier to construct or procure the Adjacent Arrangement structure in accordance with AT&T's specifications. AT&T will provide the appropriate specifications upon request. Where local building codes require specifications more stringent than AT&T's own specifications, Brandenburg and Brandenburg's AT&T Certified Supplier shall comply with the more stringent local building code requirements. Brandenburg's AT&T Certified Supplier shall be responsible for filing and obtaining any and all necessary zoning, permits and/or licenses for such construction. Brandenburg's AT&T Certified Supplier shall bill Brandenburg directly for all work performed for Brandenburg to comply with this Attachment. AT&T shall have no liability for, nor responsibility to pay such charges imposed by Brandenburg's AT&T Certified Supplier. Brandenburg must provide the local AT&T 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, AT&T will not access Brandenburg's locked enclosure prior to notifying Brandenburg at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to the Collocation Space is required.

3.4.3

Brandenburg must submit its Adjacent Arrangement construction plans and specifications to AT&T when it places its Firm Order. AT&T shall review Brandenburg's plans and specifications prior to the construction of an Adjacent Arrangement to ensure Brandenburg's compliance with AT&T's specifications. AT&T shall complete its review within fifteen (15) days after receipt of the plans and specifications from Brandenburg for the Adjacent Arrangement. AT&T may inspect the Adjacent Arrangement during and after construction is completed to ensure that it is constructed according to Brandenburg's submitted plans and specifications. If AT&T decides to inspect the completed Adjacent Arrangement, AT&T will complete its inspection within fifteen (15) days after receipt of Brandenburg's written notification that the Adjacent Arrangement has been completed. Within seven (7) days after AT&T has completed its inspection of Brandenburg's Adjacent Arrangement, AT&T shall require Brandenburg, at Brandenburg's expense, to remove or correct any structure that does not meet its submitted plans and specifications or AT&T's specifications, as applicable.

3.4.4

Brandenburg 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 AT&T point of demarcation. At Brandenburg's option and where the local authority having jurisdiction permits, AT&T 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 Brandenburg's request and expense, AT&T will provide Direct Current (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. AT&T 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. Brandenburg 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. Brandenburg's AT&T Certified Supplier shall be responsible, at Brandenburg's sole expense, for filing the required documentation to obtain any and all necessary permits and/or licenses for an Adjacent Arrangement. AT&T 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

3.5.1

AT&T will permit Brandenburg to directly interconnect between its own physical/virtual Collocation Spaces within the same AT&T Premises (Direct Connect). Brandenburg shall contract with an AT&T Certified Supplier to place the Direct Connect, which shall be provisioned using facilities owned by Brandenburg. A Direct Connect shall utilize AT&T common cable support structure. There will be a recurring charge per linear foot, per cable, of the actual common cable support structure used by Brandenburg to provision the Direct Connect between its physical/virtual Collocation Spaces. In those instances where Brandenburg's physical/virtual Collocation Spaces are contiguous in the central office, Brandenburg will have the option of using Brandenburg'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. Brandenburg will deploy such electrical or optical connections directly between its own equipment without being routed through AT&T's equipment or common cable support structure. Brandenburg may not self-provision a Direct Connect on any AT&T distribution frame, Point of Termination (POT) Bay, Digital System Cross-Connect (DSX) panel or Light Guide Cross-Connect (LGX) panel. Brandenburg is solely responsible for ensuring the integrity of the signal.

3.5.2

To place an order for a Direct Connect, Brandenburg must submit an Initial Application or Subsequent Application to AT&T. 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 below. AT&T will bill this nonrecurring charge on the date that AT&T provides an Application Response to Brandenburg.

3.6

Co-Carrier Cross Connect (CCXC)

3.6.1

A CCXC is a cross connection between Brandenburg and another collocated telecommunications carrier, other than AT&T, in the same AT&T Premises. Where technically feasible, AT&T will permit Brandenburg to interconnect between its Collocation Space(s) and the physical/virtual collocation space(s) of another collocated telecommunications carrier(s) within the same AT&T 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 AT&T will permit the provisioning of a CCXC between the two (2) collocated carriers. The applicable AT&T charges will be assessed to Brandenburg upon Brandenburg's request for the CCXC. Brandenburg is prohibited from using the Collocation Space for the sole or primary purpose of cross-connecting to other collocated telecommunications carriers.

3.6.2 Brandenburg must contract with an AT&T Certified Supplier to place the CCXC. The CCXC shall be provisioned using facilities owned by Brandenburg. Such cross-connections to other collocated telecommunications carriers may be made using either electrical or optical facilities. Brandenburg shall be responsible for providing a LOA, with the application, to AT&T from the other collocated telecommunications carrier to which it will be cross-connecting. The CCXC shall utilize AT&T common cable support structure. There will be a recurring charge per linear foot, per cable, of the common cable support structure used by Brandenburg to provision the CCXC to the other collocated telecommunications carrier. In those instances where Brandenburg's equipment and the equipment of the other collocated telecommunications carrier are located in contiguous caged Collocation Space, Brandenburg 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 (2) contiguous cages. Brandenburg 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 AT&T's equipment or, in the case of a CCXC provisioned between contiguous collocation spaces, common cable support structure. Brandenburg shall not provision CCXC on any AT&T distribution frame, POT Bay, DSX panel or LGX panel. Brandenburg is solely responsible for ensuring the integrity of the signal.

3.6.3 To place an order for a CCXC, Brandenburg must submit an application to AT&T. 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 below. AT&T will bill this nonrecurring charge on the date that it provides an Application Response to Brandenburg.

4 Occupancy

4.1 Space Ready Notification. AT&T will notify Brandenburg in writing when the Collocation Space is ready for occupancy (Space Ready Date).

4.2 Acceptance Walkthrough. Brandenburg will schedule and complete an acceptance walkthrough of new or additional provisioned Collocation Space with AT&T within fifteen (15) days after the Space Ready Date. AT&T will correct any identified deviations from Brandenburg's original or jointly amended application within seven (7) days after the walkthrough, unless the Parties mutually agree upon a different time frame. AT&T 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 Brandenburg completes its acceptance walkthrough within the fifteen (15) day interval associated with the applicable Space Ready Date, billing will begin upon the date of Brandenburg's acceptance of the Collocation Space (Space Acceptance Date). In the event Brandenburg 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 Brandenburg on the Space Ready Date and billing will commence from that date.

4.3 Early Space Acceptance. If Brandenburg decides to occupy the Collocation Space prior to the Space Ready Date, the date Brandenburg executes the Agreement for Customer Access and Acceptance to Unfinished Collocation Space is the date that will be deemed the Space Acceptance Date and billing will begin from that date.

4.4 Equipment Installation. Brandenburg shall notify AT&T in writing that its collocation equipment installation is complete. Brandenburg's collocation equipment installation is complete when

Brandenburg's equipment is connected to AT&T's network for the purpose of provisioning Telecommunication Services to Brandenburg's customers. AT&T may refuse to accept any orders for cross-connects until it has received such notice from Brandenburg.

- 4.5 Termination of Occupancy.
- 4.5.1 In addition to any other provisions addressing termination of occupancy in this Agreement, Brandenburg 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 AT&T's acceptance of the Space Relinquishment Form. Billing for monthly recurring charges will cease on the date that Brandenburg and AT&T conduct an inspection of the terminated space and jointly sign off on the Space Relinquishment Form or on the date that Brandenburg signs off on the Space Relinquishment Form and sends this form to AT&T, provided no discrepancies are found during AT&T's subsequent inspection of the terminated space. If the subsequent inspection by AT&T reveals any discrepancies, billing will cease on the date that AT&T and Brandenburg jointly conduct an inspection, confirming that Brandenburg has corrected all of the noted discrepancies identified by AT&T. 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.
- 4.5.2 Upon termination of occupancy, Brandenburg, at its sole expense, shall remove its equipment and any other property owned, leased or controlled by Brandenburg from the Collocation Space. Brandenburg shall have thirty (30) days from the Bona Fide Firm Order (BFFO) date (Termination Date) to complete such removal, including the removal of all equipment and facilities of Brandenburg's Guest(s), unless Brandenburg's Guest(s) has assumed responsibility for the Collocation Space housing the Guest(s)'s equipment and executed the appropriate documentation required by AT&T to transfer the Collocation Space to the Guest(s) prior to Brandenburg's Termination Date.
- 4.5.3 Brandenburg shall continue the payment of all monthly recurring charges to AT&T until the date Brandenburg, and if applicable Brandenburg's Guest(s), has fully vacated the Collocation Space and the Space Relinquishment Form has been accepted by AT&T. If Brandenburg or Brandenburg's Guest(s) fails to vacate the Collocation Space within thirty (30) days from the Termination Date, AT&T shall have the right to remove and dispose of the equipment and any other property of Brandenburg or Brandenburg's Guest(s), in any manner that AT&T deems fit, at Brandenburg's expense and with no liability whatsoever for Brandenburg's property or Brandenburg's Guest(s) property.
- 4.5.4 Upon termination of Brandenburg's right to occupy specific Collocation Space, the Collocation Space will revert back to AT&T's central office space inventory. Brandenburg shall surrender the Collocation Space to AT&T in the same condition as when it was first occupied by Brandenburg, with the exception of ordinary wear and tear, unless otherwise agreed to by the Parties. Brandenburg's AT&T Certified Supplier shall be responsible for updating and making any necessary changes to AT&T's records as required by AT&T specifications including, but not limited to, AT&T's Central Office Record Drawings and ERMA Records. Brandenburg shall be responsible for the cost of removing any Brandenburg 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**

5.1.1 AT&T shall permit the collocation and use of any equipment necessary for interconnection to AT&T's network and/or access to AT&T's unbundled network elements in the provision of Telecommunications Services, as the term "necessary" is defined by FCC 47 C.F.R. § 51.323 (b). The primary purpose and function of any equipment collocated in an AT&T Premises must be for interconnection to AT&T's network or access to AT&T'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 AT&T at a level equal in quality to that which AT&T obtains within its own network or what AT&T 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, 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. AT&T 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 an AT&T Premises must not place any greater relative burden on AT&T's property than comparable single-function equipment. AT&T 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: for Central Offices Criteria Level 1 requirements as outlined in Telcordia Special Report SR-3580, Issue 1 and for Remote Sites Criteria Level 3 requirements as outlined in the Telcordia Special report SR-3580, Issue 1. Except where otherwise required by a Commission, AT&T shall comply with the applicable FCC rules relating to denial of collocation equipment based on Brandenburg's failure to comply with this Section.

5.1.3.1 To the extent Brandenburg wishes to place equipment in its collocation that does not meet the standards set forth in 5.1.3, Brandenburg may request in writing, pursuant to the Notices section of the General Terms & Conditions, a waiver to such standards. AT&T may provide a waiver in its sole discretion.

5.1.4 At a Remote Site, all Brandenburg equipment installation shall comply with AT&T 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.

5.2 Terminations. Brandenburg 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 Brandenburg, additional network terminations for the installed equipment will require the submission of a Subsequent Application. In the event

Brandenburg submits an application for terminations that will exceed the total capacity of the collocated equipment, Brandenburg will be informed of the discrepancy by AT&T 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, and thereafter with respect to each subsequent calendar quarter during the term of this Agreement, Brandenburg will, no later than thirty (30) days after the close of such calendar quarter, provide a report to ICS Collocation Product Management, Room 34th Floor, 675 W. Peachtree Street, Atlanta, Georgia 30375, listing any equipment in the Collocation Space (i) that was added during the calendar quarter to which such report pertains, and (ii) for which there is a UCC-1 lien holder or to another entity that has a secured financial interest in such equipment (Secured Equipment). If no Secured Equipment has been installed within a given calendar quarter, no report shall be due hereunder in connection with such calendar quarter.
- 5.4 No Marketing. Brandenburg 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 AT&T Premises.
- 5.5 Equipment Identification. Brandenburg shall place a plaque or affix other identification (e.g., stenciling or labeling) to each piece of Brandenburg's equipment, including the appropriate emergency contacts with their corresponding telephone numbers, in order for AT&T to properly identify Brandenburg'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.
- 5.6.1 Brandenburg may elect to place Brandenburg-owned or Brandenburg leased fiber entrance facilities into its Collocation Space. AT&T will designate the point of interconnection in close proximity to the AT&T Premises housing the Collocation Space, such as at an entrance manhole or a cable vault for Central Offices, which is physically accessible by both Parties. For Central Offices, Brandenburg will provide and place fiber cable in the entrance manhole of sufficient length to be pulled through conduit and into the splice location. Brandenburg will provide and install a sufficient length of fire retardant riser cable, to which AT&T will splice the entrance cable. The fire retardant riser cable will extend from the splice location to Brandenburg's equipment in Brandenburg's Collocation Space. In the event Brandenburg utilizes a non-metallic, riser-type entrance facility, a splice will not be required. For Remote Terminals Brandenburg will provide and place copper cable through conduit from the Remote Site Collocation Space to the feeder distribution interface. Such copper cable must be of sufficient length to reach the splice location for splicing by AT&T. Brandenburg must contact AT&T for authorization and instruction prior to placing any entrance facility cable in an entrance manhole or cable vault. Brandenburg is responsible for the maintenance of the entrance facilities. Nonrecurring charges for cable installation will be assessed on a per cable basis as set forth in Exhibit B upon receipt of Brandenburg's BFFO. Recurring charges for the cable support structure will be billed at the rates set forth in Exhibit B.
- 5.6.2 Central Office Microwave Transmission Facilities. At Brandenburg's request, AT&T will accommodate, where technically feasible and space is available, a microwave entrance facility, pursuant to separately negotiated rates, terms and conditions.
- 5.6.3 Central Office Copper and Coaxial Cable Entrance Facilities. In Florida and Georgia, AT&T shall permit Brandenburg to use copper or coaxial cable entrance facilities, if approved by the Commission, but only in those rare instances where Brandenburg demonstrates a necessity and entrance capacity is not at or near exhaust in a particular AT&T Premises in which Brandenburg's

Collocation Space is located. In Florida, Brandenburg must have approval by the Commission before it submits a request for copper entrance facilities. 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 AT&T determines that limited space is available for the placement of these entrance facilities.

- 5.7 Dual Entrance Facilities at a Central Office. AT&T will provide at least two (2) interconnection points at each Central Office where at least two (2) such interconnection points are available and capacity exists. Upon receipt of a request by Brandenburg for dual entrance facilities to its physical Collocation Space, AT&T shall provide Brandenburg with information regarding AT&T'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, AT&T will make the requested conduit space available for the installation of a second entrance facility to Brandenburg's Collocation Space. The location of the serving manhole(s) will be determined at the sole discretion of AT&T. Where dual entrance facilities are not available due to a lack of capacity, AT&T will provide this information to Brandenburg in the Application Response.
- 5.8 Shared Use
- 5.8.1 Brandenburg may utilize spare capacity on an existing telecommunications carrier's entrance facility for the purpose of obtaining an entrance facility to Brandenburg's Collocation Space within the same AT&T Premises.
- 5.8.2 AT&T shall allow the splice, as long as the fiber is non-working dark fiber. Brandenburg must arrange with AT&T in accordance with AT&T's Special Construction Procedures, RL93-11-030BT, and provide a LOA from the other telecommunications carrier authorizing AT&T to perform the splice of the Brandenburg-provided riser cable to the spare capacity on the other telecommunications carrier's entrance facility. If Brandenburg desires to allow another telecommunications carrier to use its entrance facilities, the telecommunications carrier must arrange with AT&T in accordance with AT&T's Special Construction Procedures, RL93-11-030BT, and provide a LOA from Brandenburg authorizing AT&T to perform the splice of the telecommunications carrier's provided riser cable to the spare capacity on Brandenburg's entrance facility.
- 5.9 Demarcation Point
- 5.9.1 In Tennessee, if Brandenburg elects the Tennessee Regulatory Authority (TRA) rates as set forth in Exhibit C, the additional language also set forth in Exhibit C for Demarcation Point, will be effective in conjunction with the remaining terms and conditions of this Attachment.
- 5.9.2 AT&T will designate the point(s) of demarcation between Brandenburg's equipment and/or network facilities and AT&T's network facilities. For 2-wire and 4-wire connections, the demarcation point shall be a common block on the AT&T designated conventional distribution frame. Brandenburg shall be responsible for providing the common block and cabling and Brandenburg's AT&T Certified Supplier shall be responsible for installing and properly labeling/stenciling the common block and any necessary cabling identified in Section 7 below. For DS1, DS3, STS1, and optical terminations, AT&T shall designate, provide, and install demarcation point hardware on a per arrangement basis. Brandenburg shall be responsible for providing, and Brandenburg's AT&T Certified Supplier shall be responsible for installing any necessary cabling and properly labeling/stenciling the demarcation point hardware for terminations identified in Section 7 below.
- 5.9.3 Brandenburg or its agent must install, maintain and operate the equipment/facilities on its side of

the demarcation point, pursuant to Section 5.10 below and may self-provision cross-connects that may be required within its own Collocation Space to activate service requests.

- 5.10 Equipment and Facilities. Brandenburg, or if required by this Attachment, Brandenburg's AT&T 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 Brandenburg, which must be performed in compliance with all applicable AT&T specifications. Such equipment and network facilities may include, but are not limited to, cable(s), equipment, and POT connections. Brandenburg and its designated AT&T Certified Supplier must follow and comply with all AT&T specifications outlined in the following AT&T Technical Requirements: TR 73503, TR 73519, TR 73572 and TR 73564.
- 5.11 AT&T's Access to Collocation Space
- 5.11.1 From time to time, AT&T may require access to Brandenburg's Collocation Space. AT&T retains the right to access Brandenburg's Collocation Space for the purpose of making AT&T equipment and building modifications (e.g., installing, altering or removing racking, ducts, electrical wiring, HVAC, and cabling). In such cases, AT&T will give notice to Brandenburg at least forty-eight (48) hours before access to Brandenburg's Collocation Space is required. Brandenburg may elect to be present whenever AT&T performs work in the Brandenburg's Collocation Space. The Parties agree that Brandenburg will not bear any of the expense associated with this type of work.
- 5.11.2 In the case of an emergency, AT&T will provide oral notice of entry as soon as reasonably practicable after such entry.
- 5.11.3 Brandenburg must provide the local AT&T Central Office Building Contact with two (2) Access Devices that will allow AT&T 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 Brandenburg's Access
- 5.12.1 Pursuant to Section 12 below, Brandenburg shall have access to its Collocation Space twenty-four (24) hours a day, seven (7) days a week. Brandenburg agrees to provide the name, date of birth and either the social security number or driver's license number of each employee, supplier or agent of Brandenburg or Brandenburg's Guest(s) with Brandenburg's written request for access keys or cards (Access Devices) for specific AT&T 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 Brandenburg and returned to AT&T Access Management within fifteen (15) days of Brandenburg'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 AT&T until the proper acknowledgement documents have been received by AT&T and reflect current information. Charges for Security Access System and for Security Access Devices will be billed at the rates set forth in Exhibit B. Access Devices may not be duplicated under any circumstances. Brandenburg agrees to be responsible for all Access Devices and for the return of all Access Devices in the possession of Brandenburg's employees, suppliers, agents or Guests after termination of the employment relationship, the contractual obligation with Brandenburg ends, upon the termination of this Agreement, or upon the termination of occupancy of Collocation Space in a specific AT&T Premises. Brandenburg shall pay all applicable charges associated with lost or stolen Access Devices.

- 5.12.2 Brandenburg must submit to AT&T the completed Access Control Request Form for all employees, suppliers, agents or Guests requiring access to an AT&T Premises at least thirty (30) days prior to the date Brandenburg desires to gain access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, Brandenburg may submit a request for its one (1) free accompanied site visit to its designated Collocation Space at any time subsequent to AT&T's receipt of the BFFO. In the event Brandenburg desires access to its designated Collocation Space after the first accompanied free visit and Brandenburg's access request form(s) has not been approved by AT&T or Brandenburg has not yet submitted an access request form to AT&T, Brandenburg shall be permitted to access the Collocation Space *accompanied by an AT&T security escort, at Brandenburg's expense, which will be assessed pursuant to the Security Escort fees contained in Exhibit B.* Brandenburg must request that escorted access be provided by AT&T to Brandenburg's designated Collocation Space at least three (3) business days prior to the date such access is desired. An AT&T security escort will be required whenever Brandenburg or its approved agent or supplier requires access to the entrance manhole.
- 5.13 Lost or Stolen Access Devices. Brandenburg shall immediately notify AT&T in writing when any of its Access Devices have been lost or stolen. If it becomes necessary for AT&T to re-key buildings or deactivate an Access Device as a result of a lost or stolen Access Device(s) or for failure of Brandenburg's employees, suppliers, agents or Guest(s) to return an Access Device(s), Brandenburg shall pay for the costs of re-keying the building or deactivating the Access Device(s).
- 5.14 Interference or Impairment
- 5.14.1 Notwithstanding any other provisions of this Attachment, Brandenburg 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 AT&T 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 AT&T or any other entity or person; (3) compromises the privacy of any communications routed through the AT&T Premises; or (4) creates an unreasonable risk of injury or death to any individual or to the public. If AT&T reasonably determines that any equipment or facilities of Brandenburg violates the provisions of this paragraph, AT&T shall provide written notice to Brandenburg, which shall direct Brandenburg to cure the violation within forty-eight (48) hours of Brandenburg'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.
- 5.14.2 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 Brandenburg 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 AT&T's or another entity's service, then and only in that event, AT&T may take such action as it deems necessary to eliminate such threat including, without limitation, the interruption of electrical power to Brandenburg's equipment and/or facilities. AT&T will endeavor, but is not required, to provide notice to Brandenburg prior to the taking of such action and AT&T shall have no liability to Brandenburg for any damages arising from such action, except to the extent that such action by AT&T constitutes willful misconduct.

- 5.14.3 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 Brandenburg 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, AT&T will establish before the appropriate Commission that the technology deployed is causing the significant degradation. Any claims of network harm presented to Brandenburg or, if subsequently necessary, the Commission must be provided by AT&T with specific and verifiable information. When AT&T demonstrates that a certain technology deployed by Brandenburg is significantly degrading the performance of other advanced services or traditional voice band services, Brandenburg 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.
- 5.15 Personalty and Its Removal. Facilities and equipment placed by Brandenburg 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 Brandenburg at any time. Any damage caused to the Collocation Space by Brandenburg’s employees, suppliers, agents or Guests during the installation or removal of such property shall be promptly repaired by Brandenburg at its sole expense. If Brandenburg decides to remove equipment and/or facilities from its Collocation Space and the removal requires no physical work be performed by AT&T and Brandenburg’s physical work includes, but is not limited to, power reduction, cross-connects, or tie pairs, AT&T will bill Brandenburg the Administrative Only Application Fee associated with the type of removal activity performed by Brandenburg, as set forth in Exhibit B. This nonrecurring fee will be billed on the date that AT&T provides an Application Response to Brandenburg.
- 5.16 Alterations. Under no condition shall Brandenburg or any person acting on behalf of Brandenburg 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 AT&T Premises, hereinafter referred to individually or collectively as “Alterations”, without the express written consent of AT&T, which shall not be unreasonably withheld. The cost of any such Alteration shall be paid by Brandenburg. 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 below, which will be billed by AT&T on the date that AT&T provides Brandenburg with an Application Response.
- 5.17 Central Office Janitorial Service. Brandenburg shall be responsible for the general upkeep of its Collocation Space. Brandenburg shall arrange directly with an AT&T Certified Supplier for janitorial services applicable to caged Collocation Space. Upon request, AT&T shall provide a list of such suppliers on an AT&T Premises-specific basis.
- 5.18 Upkeep of Remote Collocation Space. Brandenburg shall be responsible for the general upkeep and cleaning of the Remote Collocation Space. Brandenburg shall be responsible for removing any of Brandenburg’s debris from the Remote Collocation Space and from in and around the Remote Site Location on each visit.

6 Ordering and Preparation of Collocation Space

- 6.1 Initial Application. For Brandenburg's or Brandenburg's Guest's(s') initial equipment placement, Brandenburg shall input a physical Expanded Interconnection Application Document (Initial Application) for physical Collocation Space directly into AT&T'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 Brandenburg for Central Office or Remote Site Collocation, as applicable, and will be billed by AT&T on the date AT&T provides Brandenburg with an Application Response.
- 6.1.1 For Remote Site Collocation, a request for additional space at a later date will require the submission of an Initial Application. The installation of additional shelves/equipment within an existing bay does not require an Initial Application.
- 6.2 Subsequent Application. In the event Brandenburg or Brandenburg's Guest(s) desires to modify its use of the Collocation Space in a Central Office after a BFFO, Brandenburg 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 above (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. AT&T shall determine what modifications, if any, to the AT&T Premises are required to accommodate the change(s) requested by Brandenburg in the Subsequent Application. Such modifications to the AT&T 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 Brandenburg for an Alteration in a Central Office shall be dependent upon the level of assessment needed to provide a complete Application Response for the Alteration requested. Where the Subsequent Application does not require provisioning or construction work, but requires AT&T 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, the addition, exchange or removal of equipment from the Collocation Space (where the removal requires no physical work to be performed by AT&T which require no additional space, power or terminations to be provided to Brandenburg's collocation arrangement), and a virtual-to-physical conversion (in place). The Co-Carrier Cross Connect/Direct Connect Application Fee will apply when Brandenburg submits a Subsequent Application for a direct connection between its own physical and virtual Collocation Space(s) in the same AT&T Central Office or between its physical or virtual Collocation Space and that of another collocated telecommunications carrier within the same AT&T Central Office. In Florida and Tennessee, the Power Reconfiguration Only Application Fee will apply when Brandenburg submits a Subsequent Application that reflects only an upgrade or reduction in the amount of power that AT&T is currently providing to Brandenburg's physical Collocation Space in a Central Office. 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 AT&T provides Brandenburg with an Application Response.

- 6.3 Space Preferences. If Brandenburg has previously requested and received a Space Availability Report for the AT&T Premises, Brandenburg 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 AT&T cannot accommodate Brandenburg's space preference(s), Brandenburg may accept the space allocated by AT&T or cancel its application and submit another application requesting additional space preferences for the same AT&T Premises. This application will be treated as a new application and the appropriate application fee will apply. The application fee will be billed by AT&T on the date that AT&T provides Brandenburg with an Application Response.
- 6.4 Space Availability Notification
- 6.4.1 For all states except Florida and Tennessee, AT&T will respond to an application within ten (10) days as to whether space is available or not available within the requested AT&T Premises. In Florida and Tennessee, AT&T will respond to an application within fifteen (15) days as to whether space is available or not available within an AT&T Premises. AT&T's e.App system will reflect when Brandenburg's application is Bona Fide. If the application cannot be Bona Fide, AT&T will identify what revisions are necessary for the application to become Bona Fide.
- 6.4.2 If the amount of space requested is not available, AT&T will notify Brandenburg of the amount of space that is available and no application fee will apply. When AT&T's response includes an amount of space less than that requested by Brandenburg or space that is configured differently, no application fee will apply. If Brandenburg decides to accept the available space, Brandenburg must resubmit its application to reflect the actual space available, including the configuration of the space, prior to submitting a BFFO. When Brandenburg resubmits its application to accept the available space, AT&T will bill Brandenburg the appropriate application fee.
- 6.5 Denial of Application. If AT&T notifies Brandenburg that no space is available (Denial of Application), AT&T will not assess an application fee to Brandenburg. After notifying Brandenburg that AT&T has no available space in the requested AT&T Premises, AT&T will allow Brandenburg, upon request, to tour the entire AT&T Premises within ten (10) days of such Denial of Application. In order to schedule this tour, AT&T must receive the request for the tour of the AT&T Premises within five (5) days of the Denial of Application.
- 6.6 Petition for Waiver. Upon Denial of Application, AT&T will timely file a petition with the appropriate Commission pursuant to 47 U.S.C. § 251(c)(6). AT&T shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, AT&T or any of AT&T'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, AT&T shall permit Brandenburg to inspect any floor plans or diagrams that AT&T provides to the Commission.
- 6.7 Waiting List
- 6.7.1 On a first-come, first-serve basis, which is governed by the date of receipt of an application or Letter of Intent, AT&T will maintain a waiting list of requesting telecommunications carriers that have either received a Denial of Application or, where it is publicly known that an AT&T Premises is out of space, have submitted a Letter of Intent to collocate in that AT&T Premises. AT&T 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.

- 6.7.2 In Florida, on a first-come, first-serve basis, which is governed by the date of receipt of an application or Letter of Intent, AT&T will maintain a waiting list of requesting telecommunications carriers that have either received a Denial of Application or, where it is publicly known that an AT&T Premises is out of space, have submitted a Letter of Intent to collocate in that AT&T Premises. Sixty (60) days prior to space becoming available, if known, AT&T will notify the Commission and the telecommunications carriers on the waiting list by mail when space will become available. If AT&T does not know sixty (60) days in advance of when space will become available, AT&T 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.
- 6.7.3 When physical Collocation Space becomes available, Brandenburg must submit an updated, complete and accurate application to AT&T within thirty (30) days of notification by AT&T that physical Collocation Space will be available in the requested AT&T Premises previously out of space. If Brandenburg has originally requested caged Collocation Space and cageless Collocation Space becomes available, Brandenburg may refuse such space and notify AT&T in writing, within the thirty (30) day timeframe referenced above, that Brandenburg wishes to maintain its place on the waiting list for caged physical Collocation Space, without accepting the available cageless Collocation Space.
- 6.7.4 Brandenburg 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 Brandenburg does not submit an application or notify AT&T in writing within the thirty (30) day timeframe as described in Section 6.7.2 above, AT&T will offer the available space to the next telecommunications carrier on the waiting list and remove Brandenburg from the waiting list. Upon request, AT&T will advise Brandenburg as to its position on the waiting list for a particular AT&T Premises.
- 6.8 Public Notification. AT&T will maintain on its Wholesale – Southeast Region Web site, a notification document that will indicate all AT&T Premises that are without available space. AT&T shall update such document within ten (10) days of the date that AT&T becomes aware that insufficient space is available to accommodate physical Collocation. AT&T will also post a document on its Wholesale – Southeast Region Web site that contains a general notice when space becomes available in an AT&T Premises previously on the space exhaust list.
- 6.9 Application Response
- 6.9.1 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina and South Carolina, when space has been determined to be available for physical (caged or cageless) Collocation arrangements, AT&T 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 Brandenburg 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 below.
- 6.9.2 In Florida and 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, AT&T will provide an Application Response including sufficient information to enable Brandenburg 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 below. When Brandenburg 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 after AT&T has provided the Application Response and 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 Brandenburg 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. AT&T will charge Brandenburg the appropriate application fee associated with the level of assessment performed by AT&T, pursuant to Sections 6.1 and 6.2 above.

6.11 Bona Fide Firm Order

6.11.1 Brandenburg shall indicate its intent to proceed with a Collocation Space request in an AT&T Premises by submitting a BFFO to AT&T. The BFFO must be received by AT&T no later than thirty (30) days after AT&T's Application Response to Brandenburg's Bona Fide application or Brandenburg's application will expire.

6.11.2 AT&T will establish a Firm Order date based upon the date AT&T is in receipt of Brandenburg's BFFO. AT&T will acknowledge the receipt of Brandenburg's BFFO within seven (7) days of receipt, so that Brandenburg will have positive confirmation that its BFFO has been received. AT&T'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, AT&T 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, AT&T 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, AT&T 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 Brandenburg. If additional space has been requested by Brandenburg, AT&T 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 AT&T does not believe that construction will be completed within the relevant provisioning interval and AT&T and Brandenburg 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, AT&T may seek an extension from the Commission.

7.1.2 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina and South Carolina, AT&T 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. AT&T 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 AT&T's support systems. (Examples include, but are not limited to: minor modifications to HVAC, cabling and AT&T's power plant.) Extraordinary conditions include, but may not be limited to: major AT&T 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 AT&T may seek a waiver from the ordered interval, as set forth above, from the appropriate Commission, if AT&T does not believe that construction will be completed within the relevant provisioning interval.

- 7.1.3 Records Only Change. When Brandenburg adds equipment, that was originally included on Brandenburg's Initial Application or a Subsequent Application, and the installation of this equipment requires no additional space preparation work or cable terminations on the part of AT&T, then AT&T will impose no additional charges or intervals.
- 7.1.4 For Central Offices in the states of Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, AT&T will provide the reduced intervals outlined below to Brandenburg, when Brandenburg requests an Alteration specifically identified in Sections 7.1.4.1 through 7.1.4.9 below 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 Brandenburg. AT&T will assess the appropriate nonrecurring application fee set forth in Exhibit B on the date that it provides an Application Response to Brandenburg.
- 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 -48 Volt (-48V) DC Power
- 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 AT&T Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
 - 96 DS3 Terminations at the AT&T Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
 - 99 Fiber terminations at the AT&T Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
 - Maximum of 2000 Service Ready DS0 Terminations at the AT&T 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 Structure, as Required, to Support CCXCs (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. All requests for additional Physical Collocation Space (caged or cageless) are included in this category.
- 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 Brandenburg submits an Augment that includes two (2) Augment items from the same category in either Sections 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 (2) 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 Brandenburg submits an Augment that includes three (3) Augment items from the same category in either Sections 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 (3) 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 (3) 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 Brandenburg submits an Augment that includes one (1) Augment item from two (2) 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 Brandenburg and AT&T. If Brandenburg and AT&T are unable to determine the appropriate category through negotiation, then the appropriate Major Augment category, identified in Sections 7.1.4.4 and Section 7.1.4.5 above, would apply based on whether the Augment is for Brandenburg'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 Brandenburg requests multiple items from different Augment categories, AT&T will bill Brandenburg the Augment application fee, as identified in Exhibit B, associated with the higher Augment category only. The appropriate application fee will be assessed to Brandenburg at the time AT&T provides Brandenburg with the Application Response. Brandenburg 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 above for physical and virtual Collocation Space, respectively). The Subsequent Application Fee is also reflected in Exhibit B.

- 7.2 Joint Planning. Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between AT&T and Brandenburg will commence within a maximum of twenty (20) days from AT&T'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.
- 7.3 Permits. Each Party, its agent(s) or AT&T 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 AT&T Certified Supplier(s) within ten (10) days of the completion of the finalized construction design and specifications.
- 7.4 Central Office Circuit Facility Assignments
- 7.4.1 Unless otherwise specified, AT&T will provide Circuit Facility Assignments (CFAs) to Brandenburg prior to the applicable provisioning interval set forth herein (Provisioning Interval) for those AT&T Premises in which Brandenburg has physical Collocation Space with no POT bay or with a grandfathered POT bay provided by AT&T. AT&T cannot provide CFAs to Brandenburg prior to the Provisioning Interval for those AT&T Premises in which Brandenburg has physical Collocation Space with a POT bay provided by Brandenburg or virtual Collocation Space, until Brandenburg has provided AT&T with the following information:
- 7.4.1.1 For physical Central Office Collocation Space with a Brandenburg-provided POT bay, Brandenburg shall provide AT&T with a complete layout of the POT panels on an Equipment Inventory Update (EIU) form that shows the locations, speeds, etc.; or
- 7.4.1.2 For virtual Central Office Collocation Space, Brandenburg shall provide AT&T with a complete layout of Brandenburg'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 Brandenburg's AT&T Certified Supplier.
- 7.4.2 AT&T cannot begin work on the CFAs until the complete and accurate EIU form has been received from Brandenburg. 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 AT&T's receipt of the EIU form.
- 7.4.3 AT&T will bill Brandenburg a nonrecurring charge, as set forth in Exhibit B, each time Brandenburg requests a resend of its original CFA information for any reason other than an AT&T error in the CFAs initially provided to Brandenburg.
- 7.5 Use of AT&T Certified Supplier. Brandenburg shall select a supplier which has been approved as an AT&T Certified Supplier to perform all engineering and installation work. Brandenburg, if an AT&T Certified Supplier or Brandenburg's AT&T Certified Supplier must follow and comply with all of AT&T's specifications and the following AT&T Technical Requirements: TR 73503, TR 73519, TR 73572 and TR 73564. Unless the AT&T Certified Supplier has met the requirements for all of the required work activities, Brandenburg must use a different AT&T Certified Supplier for the work activities associated with transmission equipment, switching equipment and power equipment. AT&T shall provide Brandenburg with a list of AT&T Certified Suppliers, upon request. Brandenburg, if an AT&T Certified Supplier, or Brandenburg's AT&T Certified Supplier(s) shall be responsible for installing Brandenburg's equipment and associated components, extending power cabling to the AT&T power distribution frame, performing operational tests after installation is complete, and notifying AT&T's equipment engineers and Brandenburg upon successful completion of the installation and any associated work. When an AT&T Certified Supplier is used

by Brandenburg, the AT&T Certified Supplier shall bill Brandenburg directly for all work performed for Brandenburg pursuant to this Attachment. AT&T shall have no liability for nor responsibility to pay, such charges imposed by Brandenburg's AT&T Certified Supplier. AT&T shall make available its supplier certification program to Brandenburg or any supplier proposed by Brandenburg and will not unreasonably withhold certification. All work performed by or for Brandenburg shall conform to generally accepted industry standards.

- 7.6 Alarms and Monitoring. AT&T shall place environmental alarms in the AT&T Premises for the protection of AT&T equipment and facilities. Brandenburg shall be responsible for the placement, monitoring and removal of environmental and equipment alarms used to service Brandenburg's Collocation Space. Upon request, AT&T will provide Brandenburg with an applicable AT&T tariffed service(s) to facilitate remote monitoring of collocated equipment by Brandenburg. 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 an AT&T Central Office due to technical reasons or space limitations and physical Collocation Space has subsequently become available, Brandenburg 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. If AT&T knows when additional physical Collocation Space may become available at the AT&T Central Office requested by Brandenburg, such information will be provided to Brandenburg in AT&T's written denial of physical Collocation Space. Brandenburg must arrange with an AT&T 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, AT&T will complete a relocation of a virtual collocation arrangement to a cageless physical collocation arrangement within sixty (60) days from AT&T's receipt of a BFFO and from a virtual collocation arrangement to a caged physical collocation arrangement within ninety (90) days from AT&T's receipt of a BFFO.
- 7.8 Virtual to Physical Conversion (In-Place)
- 7.8.1 Virtual collocation arrangements in Central Offices 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 AT&T 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, AT&T will complete virtual to physical Collocation Space conversions (in-place) within sixty (60) days from receipt of the BFFO. AT&T will bill Brandenburg an Administrative Only Application Fee, as set forth in Exhibit B, on the date AT&T provides an Application Response to Brandenburg.
- 7.8.2 In Alabama and Tennessee, AT&T 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 in Section 7.8.1 above.
- 7.9 Cancellation. Unless otherwise specified in this Attachment, if at any time prior to Space Acceptance, Brandenburg cancels its order for Collocation Space (Cancellation), AT&T will bill the applicable nonrecurring charge(s) for any and all work processes for which work has begun or

been completed. In Florida, if Brandenburg cancels its order for Collocation Space at any time prior to the Space Ready Date, no cancellation fee shall be assessed by AT&T; however, Brandenburg will be responsible for reimbursing AT&T for any costs specifically incurred by AT&T on behalf of Brandenburg up to the date that the written notice of cancellation was received by AT&T. In Georgia, if Brandenburg cancels its order for Collocation Space at any time prior to space acceptance, AT&T will bill Brandenburg 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. Brandenburg, 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 an AT&T 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. Brandenburg agrees to pay the rates and charges identified in Exhibit B attached hereto.

8.1.1 In Tennessee, if Brandenburg elects the TRA rates as set forth in Exhibit C, the additional language also set forth in Exhibit C for Application Fee, Space Preparation, Floor Space and Caged Collocation Power Usage metering, will be effective in conjunction with the remaining terms and conditions of this Attachment.

8.1.2 Should Brandenburg elect to transition to the TRA Option after the execution of this Agreement, Brandenburg shall notify AT&T in writing sixty (60) days prior to the implementation of this election.

8.2 Application Fees. AT&T shall assess any nonrecurring application fees within thirty (30) days of the date that AT&T provides an Application Response to Brandenburg or on Brandenburg's next scheduled monthly billing statement.

8.3 Recurring Charges

8.3.1 If Brandenburg has met the applicable fifteen (15) day acceptance walk through interval specified in Section 4.2 above, billing for recurring charges will begin upon the Space Acceptance Date. In the event Brandenburg 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 Brandenburg occupies the space prior to the Space Ready Date, the date Brandenburg 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 Brandenburg's next billing cycle and will include any prorated charges for the period from Brandenburg's Space Acceptance Date or Space Ready Date, whichever is appropriate pursuant to Section 4.2 above, to the date the bill is issued by AT&T.

8.3.2 Unless otherwise stated in Section 8.9 below, monthly recurring charges for -48V DC power will be assessed per fused ampere (amp), per month, based upon the total number of fused amps of power capacity requested by Brandenburg on Brandenburg'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.

- 8.3.3 AT&T shall have the right to inspect and inventory any DC power fuse installations at an AT&T BDFB or DC power circuit installations at AT&T's main power board for any Brandenburg collocation arrangement, to verify that the total number of fused amps of power capacity installed by Brandenburg's AT&T Certified Supplier matches the number of fused amps of DC power capacity requested by Brandenburg on Brandenburg's Initial Application and all Subsequent Applications. If AT&T determines that Brandenburg's AT&T Certified Supplier has installed more DC capacity than Brandenburg requested on its Initial Application and all Subsequent Applications, AT&T shall notify Brandenburg in writing of such discrepancy and shall assess Brandenburg for the additional DC power fuse/circuit capacity from the Space Acceptance Date or Space Ready Date, whichever is applicable pursuant to Section 8.3.1 above, for the most recent Initial Application or Subsequent Application, submitted for such collocation arrangement. AT&T shall also revise Brandenburg'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. Unless specified otherwise herein, AT&T shall assess nonrecurring charges, including all application fees, within thirty (30) days of the date that AT&T provides an Application Response to Brandenburg or on Brandenburg's next scheduled monthly billing statement, if Brandenburg'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 AT&T within thirty (30) days of AT&T's confirmation of Brandenburg's BFFO or on Brandenburg's next scheduled monthly billing statement.
- 8.5 In some cases, Commissions have ordered AT&T to separate its disconnect costs and its installation costs into two separate nonrecurring charges. Accordingly, unless otherwise noted in this Agreement, the Commission ordered disconnect charges will be applied at the time the disconnect activity is performed by AT&T, regardless of whether or not a disconnect order is issued by Brandenburg. Disconnect charges are set forth in Exhibit B of this Attachment.
- 8.6 Central Office 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, Brandenburg shall remit the payment of the nonrecurring Firm Order Processing Fee coincident with the submission of Brandenburg's BFFO. In Florida, the nonrecurring Firm Order Processing Fee will be billed by AT&T, 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.
- 8.7 Central Office Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the AT&T Premises; however, this charge does not include any expenses associated with AC or DC power supplied to Brandenburg's Collocation Space for the operation of Brandenburg's equipment. For caged physical Collocation Space, Brandenburg shall pay floor space charges based upon the number of square feet enclosed. The minimum size for caged Collocation Space is fifty (50) square feet. Additional caged Collocation Space may be requested in increments of fifty (50) square feet. For cageless Collocation Space, Brandenburg shall pay floor space charges based upon the following floor space calculation: [(depth of the equipment lineup in which the rack is placed) + (0.5 x

maintenance aisle depth) + (0.5 x wiring aisle depth)] x (width of rack and spacers). For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. AT&T will assign cageless Collocation Space in conventional equipment rack lineups where feasible. In the event Brandenburg'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, Brandenburg shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement.

- 8.8 Remote Site Bay Space. In a Remote Site, 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 Brandenburg's equipment. Brandenburg shall remit bay space charges based upon the number of bays requested. AT&T will assign Remote Site Collocation Space in conventional Remote Site bay lineups where feasible.
- 8.9 Power
- 8.9.1 In a Central Office AT&T shall make available -48V DC power for Brandenburg's Collocation Space at an AT&T BDFB. When obtaining DC power from an AT&T BDFB, Brandenburg's fuses and power cables (for the A & B feeds) must be engineered (sized), and installed by Brandenburg's AT&T Certified Supplier, in accordance with the number of fused amps of DC power requested by Brandenburg on Brandenburg's Initial Application and any Subsequent Applications. Brandenburg is also responsible for contracting with an AT&T Certified Supplier to run the power distribution feeder cable from the AT&T BDFB to the equipment in Brandenburg's Collocation Space. The AT&T Certified Supplier contracted by Brandenburg must provide AT&T with a copy of the engineering power specifications prior to the day on which Brandenburg's equipment becomes operational (hereinafter "Commencement Date"). AT&T will provide the common power feeder cable support structure between the AT&T BDFB and Brandenburg's Collocation Space. Brandenburg shall contract with an AT&T Certified Supplier who shall be responsible for performing those power provisioning activities required to enable Brandenburg'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 Brandenburg's Collocation Space, power cable feeds and terminations of the power cabling. Brandenburg and Brandenburg's AT&T Certified Supplier shall comply with all applicable NEC, AT&T TR 73503, Telcordia and ANSI Standards that address power cabling, installation and maintenance.
- 8.9.1.1 At a Remote Site, AT&T shall make available -48V DC power for Brandenburg's Remote Collocation Space at a BDFB within the Remote Site Location. The charge for power shall be assessed as part of the recurring charge for bay space, as referenced in Section 8.8 above. If the power requirements for Brandenburg's equipment exceed the capacity available, then such additional power requirements shall be assessed on an individual case basis.
- 8.9.2 In Florida Central Offices only, subject to technical feasibility, commercial availability and safety limitations, AT&T will permit Brandenburg to request DC power in five (5) amp increments from five (5) amps up to one hundred (100) amps from the AT&T BDFB. However, in accordance with industry standard fuse sizing, Brandenburg may request that AT&T provision DC power of seventy (70) amps or greater directly from AT&T's main power board. The industry standard fuse size (which is a circuit breaker on the main power board) available at an AT&T main power board in all AT&T Premises is a two hundred twenty-five (225) amp circuit breaker.
- 8.9.3 AT&T will revise Brandenburg's Central Office recurring power charges, in accordance with Section 8.3 above, to reflect a power upgrade when Brandenburg submits a Subsequent Application requesting an increase in the number of fused amps it is currently receiving from AT&T for its

Collocation Space. If Brandenburg's existing fuses and power cables (for the A&B power feed) are not sufficient to support the additional number of fused amps requested, Brandenburg's AT&T 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, AT&T TR 73503, Telcordia and ANSI Standards, as well as the requirements noted in Sections 8.9.1 and 8.9.1.1 above. Brandenburg's AT&T Certified Supplier shall provide notification to AT&T when these activities have been completed.

- 8.9.4 AT&T will revise Brandenburg's Central Office recurring power charges, in accordance with Section 8.3 above, to reflect a power reduction upon AT&T's receipt of the Power Reduction Form from Brandenburg, certifying the completion of the power reduction work, including the removal of any associated power cabling by Brandenburg's AT&T Certified Supplier. Notwithstanding the foregoing, if Brandenburg's AT&T Certified Supplier has not removed or, at AT&T's discretion, cut the power cabling within thirty (30) days, the power reduction will not become effective until the cabling is removed or, at AT&T's discretion, cut by Brandenburg's AT&T Certified Supplier and Brandenburg 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.
- 8.9.5 If Brandenburg requests an increase or a reduction in the amount of power that AT&T is currently providing in a Central Office, Brandenburg must submit a Subsequent Application. In all states other than Florida and Tennessee if no modification to the Collocation Space is requested other than the increase or reduction in power, the Simple Augment fee will apply. In Florida and Tennessee 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. AT&T will bill this nonrecurring fee on the date that AT&T provides an Application Response to Brandenburg's Subsequent Application.
- 8.9.5.1 In Central Offices in Alabama and Louisiana, if Brandenburg has existing power configurations currently served from the AT&T main power board and requests that its power be reconfigured to connect to an AT&T BDFB, in a specific AT&T Premises, Brandenburg must submit a Subsequent Application to AT&T. AT&T will provide a response to such application within seven (7) days and no Simple Augment Application Fee will be assessed by AT&T for this one time only power reconfiguration to an AT&T BDFB. For any power reconfigurations thereafter, Brandenburg will submit a Subsequent Application and the appropriate Simple Augment Application Fee will apply.
- 8.9.6 If Brandenburg elects to install its own DC Power Plant, AT&T shall provide AC power to feed Brandenburg'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 an AT&T service panel, protection devices and power cables must be engineered (sized) and installed by Brandenburg's AT&T Certified Supplier, with the exception that AT&T shall engineer and install protection devices and power cables for Adjacent Collocation. Brandenburg's AT&T 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 Brandenburg's option, Brandenburg may arrange for AC power in an adjacent collocation arrangement from a retail provider of electrical power.
- 8.9.7 Brandenburg shall contract with an AT&T Certified Supplier to perform the installation and removal of dedicated power cable support structure within Brandenburg's arrangement and terminations of cable within the Collocation Space.

8.9.8 Fused Amp Power. In all states, except as otherwise set forth in this Agreement, AT&T shall make available -48V DC power on a per fused amp, per month basis, pursuant to the following:

For power provisioned from a BDFB. The number of fused amps requested by Brandenburg on its collocation application for power that is being provisioned from an AT&T BDFB will be multiplied by the DC power fused amp rate set forth in Exhibit B. A minimum of ten (10) fused amps is required.

For existing power configurations that are provisioned from AT&T's main power board. The number of fused amps made available at the main power board, in increments of two hundred and twenty-five (225) amps/main power board circuit, will be multiplied by the DC power fused amp rate set forth in Exhibit B.

8.9.9 Florida Power Usage Option

8.9.9.1 In Central Offices in Florida only, Brandenburg may request that -48 DC power provisioned by AT&T to Brandenburg's Collocation Space be assessed per amp, per month based upon amps used, pursuant to the rates set forth in Exhibit B. Monthly recurring power charges will be assessed on the Space Acceptance Date or Space Ready Date, whichever is appropriate, pursuant to Section 8.3 above. If Brandenburg 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 Brandenburg 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 Brandenburg requests that it be allowed to draw at a given time to a specific physical collocation arrangement in a particular AT&T Premises on Brandenburg's Initial Application or Subsequent Application. AT&T shall allow Brandenburg at Brandenburg'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 Brandenburg. AT&T is not required to build its central office power infrastructure to meet Brandenburg's forecasted DC power demand. Brandenburg must specify on its Initial or Subsequent Application the power level it wishes to be able to draw from AT&T's power plant for each existing collocation arrangement Brandenburg converts to the FL Option or for any new collocation arrangements Brandenburg establishes under the FL Option.

8.9.9.2 AT&T, at any time and at its own expense, shall have the right to verify the accuracy of Brandenburg's power usage under the FL Option for a specific collocation arrangement in a particular AT&T Premises, based on a meter reading(s) taken by AT&T of the amount of power being consumed by Brandenburg's collocation arrangement. AT&T 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 Brandenburg 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 AT&T's reading, then AT&T shall adjust Brandenburg's billing to reflect AT&T's power reading beginning with the first day of the month immediately following the date of the last metered reading taken by AT&T.

8.9.9.3 AT&T shall assess Brandenburg a monthly recurring charge for DC power under the FL Option, as set forth in Exhibit B. Brandenburg shall notify AT&T of any change in its DC power usage by submitting a Subsequent Application, which reflects the new DC power level desired by

Brandenburg. The requested change in DC power usage will be reflected in Brandenburg's next scheduled monthly billing cycle.

- 8.9.10 Tennessee Caged Collocation Power Usage Metering Option. In Central Offices in Tennessee only, Brandenburg may request that DC power provisioned by AT&T to Brandenburg's caged Collocation Space be assessed pursuant to the orders entered by the Tennessee Regulatory Authority in Dockets 97-01262, 99-00430, and 00-00544 for Collocation for Tennessee. By electing the TRA Option, Brandenburg accepts the TRA rates, terms and conditions of Exhibit C in their entirety in conjunction with the other terms and conditions of Attachment 4.
- 8.9.11 Georgia Caged Collocation Power Usage Metering Option. - In Georgia, Brandenburg may request that DC power provisioned by AT&T to Brandenburg's Collocation Space be assessed pursuant to Georgia Public Service Commission Order Docket No. 14361-U ("Order"). AT&T will assess Brandenburg for -48V DC power using the actual number of load Amps measured. The power circuits may be fed from either an AT&T BDFB or Brandenburg's BDFB. These recurring power charges will be assessed by AT&T on the Space Acceptance Date or Space Ready Date, whichever is appropriate, pursuant to Section 8.3.
- 8.9.11.1 Upon Brandenburg's election of the power metering option Brandenburg will convert existing caged collocation arrangements to the power metering rate structure. The recurring power charges that are contained Exhibit B of this Attachment will be assessed on the Space Ready Date associated with the Subsequent Application submitted by Brandenburg to convert an existing caged collocation arrangement to the metered power rates.
- 8.9.11.2 Pursuant to the Order, Brandenburg shall provide a Fluke Model 189 AC/DC multimeter and Fluke Model i410 clamp-on ammeter probe for each central office where they have requested metered power. One copy of the FlukeView software must also be provided for each Fluke 189 multimeter, and each copy must comply with Fluke copyrights.
- 8.9.11.3 Brandenburg may, at its sole cost and expense, install its own meters on its BDFB(s) located in its own caged Collocation Space(s) and notify AT&T of the option of using such meters for the purposes of measuring Brandenburg's actual power usage. In such case, AT&T, or its AT&T Certified Supplier, will have the option of reading and recording the actual power usage from either the meter installed on Brandenburg's own BDFB(s) or via the aforementioned Fluke 189 multimeter equipped with a Fluke i410 clamp-on ammeter probe.
- 8.9.11.4 AT&T, at its sole option and at its own cost, may choose to purchase, install, and use its own ammeter measurement device. The usage reading for the option elected by AT&T shall be used for purposes of calculating the DC power usage billing.
- 8.9.11.5 AT&T, or its AT&T Certified Supplier, will perform all metering activities, to measure the actual power usage being drawn by Brandenburg's collocation equipment on both the A and B power feeds. The charge will be the sum of both the A and B power feeds and will be based upon either an instantaneous reading or busy hour average current reading, depending on the capabilities of the ammeter measurement device.
- 8.9.11.6 If AT&T, or its AT&T Certified Supplier, requires access to Brandenburg's caged Collocation Space(s) for purposes of measuring the power usage, AT&T or its AT&T Certified Supplier shall provide Brandenburg with a minimum of forty-eight (48) hours (two business days) notice that access is required. Brandenburg shall respond to such request for access within twenty-four (24) hours for the purpose of establishing the date and time of access to Brandenburg's caged Collocation Space(s). Once the date and time of access to Brandenburg's caged Collocation Space(s) has been agreed upon, Brandenburg and AT&T, or its AT&T Certified Supplier, shall

adhere to the agreed upon date and time, or provide a minimum of three (3) hours notice to the other Party if the original appointment(s) will be missed or must be canceled and rescheduled. Once a mutually agreed upon date and time are established and Brandenburg does not provide minimum of three (3) hours notice, AT&T's Certified Supplier will only remain at the site for thirty (30) minutes. After thirty (30) minutes the appointment will be considered missed by Brandenburg.

8.9.11.7 If Brandenburg fails to provide access to its caged Collocation Space(s) or fails to provide AT&T, or its AT&T Certified Supplier, with sufficient notification of the missed appointment(s), as noted above, then Brandenburg shall pay the nonrecurring "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 Brandenburg's power usage for such caged Collocation Space(s). Brandenburg and the AT&T 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.

8.9.11.8 For each new caged collocation arrangement, Brandenburg shall indicate on Brandenburg's Initial Application that they are electing to have metered power. For each location that Brandenburg wishes to convert to metered power Brandenburg will submit a Subsequent Application and agrees to include in the Comments section of the Subsequent Application the following comment:

This Subsequent Application is Brandenburg's certification that Brandenburg is opting to convert this caged collocation arrangement to metered power and will permit AT&T, or the AT&T Certified Supplier, to measure its actual power usage on all power feeds.

8.9.11.9 AT&T will bill Brandenburg a Simple Augment Application Fee, as set forth in Exhibit B of this Attachment, on the date that AT&T provides an Application Response to each Subsequent Application submitted by Brandenburg converting its caged collocation arrangements to the metered power rates. AT&T shall then arrange for the measurement of Brandenburg's actual power usage on each power feed (each A and B power feed) once each quarter at each of Brandenburg's caged collocation arrangements for which Brandenburg has submitted an Initial or Subsequent Application electing metered power.

8.9.11.10 Based upon the actual power usage measurement taken by AT&T or the AT&T Certified Supplier, AT&T shall assess Brandenburg for power usage for the following quarter based upon Brandenburg'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 rate for Load Amps either with an AT&T BDFB or with Brandenburg BDFB as set forth in Exhibit B of this Attachment, to determine the appropriate monthly recurring power usage charge that will be billed to Brandenburg for the following three (3) months or until the next power usage measurement is taken, whichever is later.

8.9.11.11 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 Brandenburg requests that an unscheduled (prior to the next scheduled quarterly power reading date) power usage reading be taken, then Brandenburg will be responsible for paying the "Additional Meter Reading Trip Charge" contained in Exhibit B of this Attachment. If AT&T requests a power usage reading be taken in this instance, then Brandenburg 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 Brandenburg's AC usage charge for the next three (3) months.

- 8.9.11.12 AT&T, at any time and at its own expense, shall have the right to verify the accuracy of Brandenburg'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 by more than ten (10) % or five (5) Amps, whichever is greater, the Parties agree to perform a joint investigation. If Brandenburg's BDFB meter is found to be in error, then Brandenburg 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 AT&T reading is substantiated, AT&T shall adjust Brandenburg's billing retroactive to the beginning of the quarter for which the last meter reading was taken.
- 8.9.11.13 When Brandenburg submits the appropriate Initial or Subsequent Application for a specific caged collocation arrangement in a particular AT&T Premises, AT&T will provide the associated Application Response pursuant to Section 6 above. It will then be the responsibility of Brandenburg to submit a BFFO. After AT&T receives the BFFO from Brandenburg, the Initial or Subsequent Application will be completed by AT&T within the provisioning intervals contained in Section 7 above and Brandenburg will be notified of the Space Ready Date or when the appropriate record and database changes have been made by AT&T to reflect Brandenburg's conversion to the metered power rates (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 AT&T Premises to the metered power rates).
- 8.9.11.14 AT&T will not permit Brandenburg 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 metered power and there are no other changes requested, billing for the recurring charges associated with metered power will begin upon the Space Ready Date. If Brandenburg occupies the space prior to the Space Ready Date, for Initial Application requests only, the date Brandenburg occupies the space will be deemed the new Space Acceptance Date and billing for metered power will begin on that date. When Brandenburg moves to metered power the number of fused amps of DC Power requested by Brandenburg on its Initial or Subsequent Application will be used for calculating the number of amps to be billed until such time as AT&T or its AT&T Certified Supplier can perform, under the currently existing quarterly meter reading schedule, a reading of Brandenburg's power usage for the requested caged Collocation Space. As soon as this reading has been taken, AT&T will adjust Brandenburg's billing accordingly to reflect the actual metered usage back to the Space Acceptance Date. AT&T will also use this reading for billing purposes until the next quarterly meter reading is performed by AT&T or its AT&T Certified Supplier.
- 8.9.11.15 Brandenburg agrees to submit a Subsequent Application to notify AT&T when Brandenburg has removed or installed telecommunications equipment in Brandenburg's physical Collocation Space to ensure that Brandenburg's existing fused DC power capacity is sufficiently engineered to accommodate the power requirements associated with the installation of additional equipment in Brandenburg's Collocation Space. An associated change in power usage will be reflected in the next quarterly power measurement billing cycle.
- 8.9.11.16 AT&T will bill Brandenburg a monthly recurring charge per caged Collocation Space for each arrangement that Brandenburg has converted to metered power or for new caged Collocation Spaces under the election of metered power. This "Meter Reading" monthly recurring rate element

will be assessed per circuit for each circuit read by AT&T or its AT&T Certified Supplier, at the rates set forth in Exhibit B.

- 8.9.12 In Alabama and Louisiana, Brandenburg has the option to purchase power directly from an electric utility company. Under such option, Brandenburg 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 an AT&T Certified Supplier hired by Brandenburg. Brandenburg's AT&T 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 Brandenburg currently has power supplied by AT&T, Brandenburg may request to change its Collocation Space to obtain power from an electric utility company by submitting a Subsequent Application. AT&T will waive the application fee for this Subsequent Application if no other changes are requested therein. Any floor space, cable racking, etc., utilized by Brandenburg in provisioning said power will be billed by AT&T on an ICB basis.
- 8.9.13 In South Carolina, Brandenburg has the option to purchase power directly from an electric utility company where technically feasible and where space is available in a requested AT&T Premises. Under such option, Brandenburg 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 an AT&T Certified Supplier hired by Brandenburg. Brandenburg's AT&T 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 of this power arrangement, just as AT&T is required to comply with these codes. Brandenburg must submit an application to AT&T for the appropriate amount of Collocation Space that Brandenburg requires in order to install this type of power arrangement. AT&T will evaluate the request and determine if the appropriate amount of space is available within the AT&T Premises for the installation of Brandenburg's power equipment and facilities. This type of power arrangement must be located in an appropriate area in the AT&T 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. AT&T shall waive the application fee or any other nonrecurring charge that would otherwise be due from a CLEC that decides to reconfigure an existing collocation power arrangement so as to purchase power directly from an electric utility company as provided herein. Brandenburg shall be responsible for the recurring charges associated with the additional space needed in the AT&T 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 AT&T Premises, AT&T may seek a waiver of these requirements from the Commission for the AT&T Premises requested. Brandenburg would have the option to order its power needs directly from AT&T.
- 8.10 Central Office Cable Installation. Cable Installation fees will be assessed on a per entrance cable basis. This nonrecurring charge will be billed by AT&T upon receipt of Brandenburg's BFFO. Charges for cable racking, cable support structure and entrance fiber structure are recurring fees and will also be assessed according to the rates set forth in Exhibit B.
- 8.11 Central Office Cable Records. Cable Records charges apply for work activities required to build or remove existing cable records assigned to Brandenburg in AT&T's database systems. The

whichever period is longer. If Brandenburg fails to maintain required coverage, AT&T may pay the premiums thereon and seek reimbursement of same from Brandenburg.

- 9.5 Brandenburg 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. Brandenburg shall arrange for AT&T to receive thirty (30) business days' advance notice of cancellation or non-renewal from Brandenburg's insurance company. Brandenburg shall forward a certificate of insurance and notice of cancellation/non-renewal to AT&T at the following address:

AT&T Southeast
Collocation Service Center
600 North 19th Street
22nd Floor
Birmingham, AL 35203

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

- 9.7 Self Insurance. If Brandenburg's net worth exceeds five hundred million dollars (\$500,000,000), Brandenburg may elect to request self-insurance status in lieu of obtaining any of the insurance required in Section 9.2 above. Brandenburg shall provide audited financial statements to AT&T thirty (30) days prior to the commencement of any work in the Collocation Space. AT&T shall then review such audited financial statements and respond in writing to Brandenburg in the event that self-insurance status is not granted to Brandenburg. If AT&T approves Brandenburg for self-insurance, Brandenburg shall annually furnish to AT&T, and keep current, evidence of such net worth that is attested to by one of Brandenburg's corporate officers. The ability to self-insure shall continue so long as Brandenburg meets all of the requirements of this Section. If Brandenburg subsequently no longer satisfies the requirements of this Section, Brandenburg is required to purchase insurance as indicated by Section 9.2 above.

- 9.8 The net worth requirements set forth in Section 9.7 above may be increased by AT&T from time to time during the term of this Agreement upon thirty (30) days' notice to Brandenburg to at least such minimum limits as shall then be customary with respect to comparable occupancy of an AT&T 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 (AT&T or Brandenburg), 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 AT&T may conduct an inspection of Brandenburg's equipment and facilities in Brandenburg's Collocation Space(s) prior to the activation of facilities and/or services between Brandenburg's equipment and equipment of AT&T. AT&T may conduct an inspection if Brandenburg adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. AT&T shall provide Brandenburg 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 AT&T.

12 Security and Safety Requirements

- 12.1 Unless otherwise specified, Brandenburg will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Brandenburg employee hired in the past five (5) years being considered for work on an AT&T Premises, for the states/counties where the Brandenburg employee has worked and lived for the past five (5) years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. Brandenburg shall not be required to perform this investigation if an affiliated company of Brandenburg has performed an investigation of the Brandenburg employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if Brandenburg has performed a pre-employment statewide investigation of criminal history records of the Brandenburg employee for the states/counties where the Brandenburg employee has worked and lived for the past five (5) years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.
- 12.2 Brandenburg will be required to administer to its personnel assigned to the AT&T Premises security training either provided by AT&T, or meeting criteria defined by AT&T at AT&T's Wholesale – Southeast Web site, http://wholesale.att.com/reference_library/guides.
- 12.3 Brandenburg shall provide its employees and agents with picture identification, which must be worn and visible at all times while in Brandenburg's Collocation Space or other areas in or around the AT&T Premises. The photo identification card shall bear, at a minimum, the employee's name and photo and Brandenburg's name. AT&T reserves the right to remove from an AT&T Premises any employee of Brandenburg not possessing identification issued by Brandenburg or who has violated any of AT&T's policies as outlined in the CLEC Security Training documents. Brandenburg shall hold AT&T harmless for any damages resulting from such removal of Brandenburg's personnel from an AT&T Premises. Brandenburg shall be solely responsible for ensuring that any Guest(s) of Brandenburg is in compliance with all subsections of this Section.
- 12.4 Brandenburg shall not assign to the AT&T Premises any personnel with records of felony criminal convictions. Brandenburg shall not assign to the AT&T Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising AT&T of the nature and gravity of the offense(s). AT&T reserves the right to refuse building access to any of Brandenburg's personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event Brandenburg chooses not to advise AT&T of the nature and gravity of any misdemeanor conviction, Brandenburg may, in the alternative, certify to AT&T that it shall not assign to the AT&T Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 12.4.1 Brandenburg shall not knowingly assign to the AT&T Premises any individual who was a former employee of AT&T and whose employment with AT&T was terminated for a criminal offense, whether or not AT&T sought prosecution of the individual for the criminal offense.

- 12.4.2 Brandenburg shall not knowingly assign to the AT&T Premises any individual who was a former supplier of AT&T and whose access to an AT&T Premises was revoked due to the commission of a criminal offense, whether or not AT&T sought prosecution of the individual for the criminal offense.
- 12.5 For each Brandenburg employee or agent hired by Brandenburg within the last five (5) years, who requires access to an AT&T Premises to perform work in Brandenburg Collocation Space(s), Brandenburg shall furnish AT&T certification that the aforementioned background check and security training were completed. This certification must be provided to and approved by AT&T before an employee or agent will be granted such access to an AT&T 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, Brandenburg will disclose the nature of the convictions to AT&T at that time. In the alternative, Brandenburg may certify to AT&T that it shall not assign to the AT&T Premises any personnel with records of misdemeanor convictions, other than misdemeanor traffic violations.
- 12.5.1 For all other Brandenburg employees requiring access to an AT&T Premises pursuant to this Attachment, Brandenburg shall furnish AT&T, 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 AT&T's request, Brandenburg shall promptly remove from the AT&T Premises any employee of Brandenburg that AT&T does not wish to grant access to an AT&T Premises: 1) pursuant to any investigation conducted by AT&T, or 2) prior to the initiation of an investigation if an employee of Brandenburg is found interfering with the property or personnel of AT&T or another collocated telecommunications carrier, provided that an investigation shall be promptly commenced by AT&T.
- 12.7 Security Violations. AT&T reserves the right to interview Brandenburg's employees, agents, suppliers, or Guests in the event of wrongdoing in or around an AT&T Premises or involving AT&T's or another collocated telecommunications carrier's property or personnel, provided that AT&T shall provide reasonable notice to Brandenburg's Security representative of such interview. Brandenburg and its employees, agents, suppliers, or Guests shall reasonably cooperate with AT&T's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Brandenburg's employees, agents, suppliers, or Guests. Additionally, AT&T reserves the right to bill Brandenburg 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 Brandenburg's employees, agents, suppliers, or Guests are responsible for the alleged act(s). AT&T shall bill Brandenburg for AT&T property, which is stolen or damaged, where an investigation determines the culpability of Brandenburg's employees, agents, suppliers, or Guests and where Brandenburg agrees, in good faith, with the results of such investigation. Brandenburg shall notify AT&T in writing immediately in the event that Brandenburg discovers one of its employees, agents, suppliers, or Guests already working on the AT&T 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 AT&T's Premises, any employee found to have violated the security and safety requirements of this Section. Brandenburg shall hold AT&T harmless for any damages resulting from such removal of Brandenburg's personnel from an AT&T 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 AT&T'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 Brandenburg'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 Brandenburg's permitted use, or is damaged and the option to terminate is not exercised by either Party, AT&T covenants and agrees to proceed promptly without expense to Brandenburg, except for improvements not to the property of AT&T, to repair the damage. AT&T 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 AT&T, which causes shall not be construed as limiting factors, but as exemplary only. Brandenburg may, at its own expense, accelerate the rebuild of its Collocation Space and equipment provided, however, that an AT&T Certified Supplier is used and the necessary space preparation has been completed. If Brandenburg's acceleration of the project increases the cost of the project, then those additional charges will be incurred at Brandenburg's expense. Where allowed and where practical, Brandenburg may erect a temporary facility while AT&T rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, Brandenburg shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for Brandenburg's permitted use, until such Collocation Space is fully repaired and restored and Brandenburg's equipment installed therein (but in no event later than thirty (30) days after the Collocation Space is fully repaired and restored). Where Brandenburg has placed an Adjacent Arrangement pursuant to Section 3.4 above, Brandenburg shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this Section, AT&T 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 AT&T 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, AT&T and Brandenburg 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

Brandenburg understands that this Attachment is not exclusive and that AT&T 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 serve 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. AT&T and Brandenburg 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 Occupational Safety and Healthy Act (OSHA) regulations issued under the OSHA of 1970, as amended and National Fire Protection Association (NFPA), NEC and 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. AT&T and Brandenburg 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. Brandenburg should contact 1-800-743-6737 for any AT&T MSDS required.
- 1.3 Practices/Procedures. AT&T may make available additional environmental control procedures for Brandenburg to follow when working at an AT&T Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and suppliers of AT&T for environmental protection. Brandenburg will require its suppliers, agents, Guests, and others accessing the AT&T Premises to comply with these practices. Section 2 below lists the Environmental categories where AT&T practices should be followed by Brandenburg when operating in the AT&T Premises.
- 1.4 Environmental and Safety Inspections. AT&T reserves the right to inspect the Brandenburg space with proper notification. AT&T reserves the right to stop any Brandenburg work operation that imposes Imminent Danger to the environment, employees or other persons in or around an AT&T Premises.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at an AT&T Premises by Brandenburg are owned by and considered the property of Brandenburg. Brandenburg will indemnify AT&T for claims, lawsuits or damages to persons or property caused by these materials. Without prior written AT&T approval, no substantial new safety or environmental hazards can be created by Brandenburg or different hazardous materials used by Brandenburg at an AT&T Premises. Brandenburg must demonstrate adequate emergency response capabilities for the materials used by Brandenburg or remaining at an AT&T Premises.

- 1.6 Spills and Releases. When contamination is discovered at an AT&T Premises, either Party discovering the condition must notify the other Party. All Spills or Releases of regulated materials will immediately be reported by Brandenburg to AT&T.
- 1.7 Coordinated Environmental Plans and Permits. AT&T and Brandenburg 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, AT&T and Brandenburg will develop a cost sharing procedure. If AT&T's permit or EPA identification number must be used, Brandenburg must comply with all of AT&T's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and the selection of AT&T disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. AT&T and Brandenburg 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 an AT&T Premises.
- 2. Categories for Consideration of Environmental Issues**
- 2.1 When performing functions that fall under the following Environmental categories on AT&T's Premises, Brandenburg agrees to comply with the applicable sections of the current issue of AT&T's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. Brandenburg further agrees to cooperate with AT&T to ensure that Brandenburg's employees, agents, suppliers and/or Guests are knowledgeable of and satisfy those provisions of AT&T's Environmental M&Ps, which apply to the specific Environmental function being performed by Brandenburg, its employees, agents, suppliers, and/or Guests.
- 2.2 The most current version of the reference documentation must be requested from Brandenburg's AT&T 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

		AT&T's Premises)
Contract labor/outsourcing for services with environmental implications to be performed on AT&T Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state and federal laws and regulations Performance of services in accordance with AT&T'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 AT&T employees and equipment	Std T&C 450 29 C.F.R. § 1910.147 (OSHA Standard) 29 C.F.R. § 1910 Subpart O (OSHA Standard)
Janitorial service	All waste removal and disposal must conform to all applicable federal, state and local regulations All Hazardous Material and Waste Asbestos notification and protection of employees and equipment	Procurement Manager (CRES Related Matters)-AT&T Supply Chain Services Fact Sheet Series 17000 GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)
Manhole cleaning	Compliance with all applicable local, state & federal laws and regulations Pollution liability insurance EVET approval of supplier	Std T&C 450 Fact Sheet 14050 BSP 620-145-011PR Issue A, August 1996 Std T&C 660-3 Approved Environmental Vendor List (Contact RCM Representative)
Removing or disturbing building	Asbestos work practices	GU-BTEN-001BT, Chapter 3 for

materials that may contain asbestos		questions regarding removing or disturbing materials that contain asbestos, call the AT&T Building Service Center: AL, MS, TN, KY & LA (local area code) 557-6194 FL, GA, NC & SC (local area code) 780-2740
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3. Definitions

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 C.F.R. § 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. OSHA hazard communications standard (29 C.F.R. § 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 an AT&T 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 – AT&T Environmental Methods and Procedures

NESC – National Electrical Safety Codes

P&SM – Property & Services Management

Std T&C – Standard Terms & Conditions

COLLOCATION - Alabama											Att: 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	SOMEK	SOMAN	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	835.47			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)																						
	Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL,UEQ, UCNX, UEA, UCL, UAL, UHL, UDN, UNCVX	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												
	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	1.11	22.03	15.83	6.40	5.79												
	Physical Collocation - DS3 Cross-Connect, provisioning			UES, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UEPEX, UEPDX, UEPSR, UEPSB, UEPSE, UEPSP	PE1P3	14.16	20.89	15.20	7.38	5.92												

COLLOCATION - Alabama

Att: 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							SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - 2-Fiber Cross-Connect			CLO, ULD03, ULD12, ULD48, U1T03, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	2.81	20.89	15.20	7.38	5.92												
	Physical Collocation - 4-Fiber Cross-Connect			ULD03, ULD12, ULD48, U1T03, U1T12, U1T48, UDLO3, UDL12, UDF, UDFCX	PE1F4	4.99	25.55	19.86	9.71	8.25												
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per Cable.			CLO	PE1ES	0.0011																
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable.			CLO	PE1DS	0.0016																
	Physical Collocation 2-Wire Cross Connect, Port			UEPSR, UEPSB, UEPSE, UEPSEB, UEPSX, UEP2C	PE1R2	0.03	12.30	11.80	6.03	5.44												
	Physical Collocation 4-Wire Cross Connect, Port			UEPEX, UEPPD	PE1R4	0.05	12.39	11.87	6.39	5.73												
Security																						
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	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			CLO	PE1OT		22.05	13.86														
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		27.17	16.98														
	Physical Collocation - Security Access System - Security System per Central Office			CLO	PE1AX	45.70																
	Physical Collocation - Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1	0.05	27.79															
	Physical Collocation - Security Access System - Administrative Charge, existing Access Card, per Request, per State, per Card			CLO	PE1AA		7.79															
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		22.78															
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		13.10															
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.10															
CFA																						
	Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request			CLO	PE1C9		77.56															
Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial F" and "Subsequent S" respectively																						
	Physical Collocation - Cable Records, per request			CLO	PE1CR		759.29	5 488.11	133.00													
	Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		326.92		189.12													
	Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		4.81		5.90													
	Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		2.25		2.76													
	Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		7.88		9.66													
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		84.49		77.13													
	Physical Collocation, Cable Records, CAT5/PL45			CLO	PE1CS		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 DS0 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															

COLLOCATION - Alabama

COLLOCATION - Alabama											Att: 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-Add1	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add1							
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS Rates(\$)						
							First	Add'l	First							Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR		22.44															
	Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		22.44															
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		32.62															
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		32.62															
	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, UNCNX	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, USLE1, 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, XDEST	CND3X	14.16	20.89	15.20	7.38	5.92												
	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, UEPSE, UEPSP, UEPSR, UEP2C	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												

COLLOCATION - Alabama											Att: 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						
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
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	I	759.29	S	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				
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE						37.56				
	Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR						233.38				
	Power, DC Power Provisioning (Alabama Only ICB Rate)														
	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		755.82		755.82						
	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						

COLLOCATION - Alabama

COLLOCATION - Alabama										Att: 4 Exh: B												
CATEGORY	RATE ELEMENTS	Interim	Zone	ECS	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-Disc 1st	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
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,U CL,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	34.08																
	Adjacent Collocation - DC power provisioning (Alabama Only Mandate ICB)																					
	Note: ICB means Individual Case Basis																					

COLLOCATION - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Att: 4 Exh: B					
						Rec	Nonrecurring		Nonrecurring Disconnect		SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
							First	Add'l	First	Add'l						
PHYSICAL COLLOCATION																
Application																
	Physical Collocation - Initial Application Fee			CLO	PE1BA	2,785.00			1.20							
	Physical Collocation - Subsequent Application Fee			CLO	PE1CA	2,236.00			1.20							
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT	564.81										
	Physical Collocation - Power Reconfiguration Only, Application Fee			CLO	PE1PR	409.50										
	Physical Collocation Administrative Only - Application Fee			CLO	PE1BL	760.91			1.20							
Space Preparation																
	Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ	5.28										
	Physical Collocation - Space Enclosure, welded wire, first 50 square feet			CLO	PE1BX	171.12										
	Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW	189.73										
	Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW	18.61										
	Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.38										
	Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL	2.50										
	Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM	84.93										
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ	287.36										
	Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR	572.66										
Power																
	Physical Collocation - Power, -48V DC Power - per Fused Amp Requested			CLO	PE1PL	7.80										
	Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB	5.26										
	Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD	10.53										
	Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	15.80										
	Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	36.47										
	Physical Collocation - Power - DC power, per Used Amp			CLO	PE1FN	10.69										
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																
	Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL,UEQ,UNCN X, UEA, UCL, UAL, UHL, UDN, UNCVX	PE1P2	0.0208	7.32	5.37	4.58	2.71						
	Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0416	8.00	5.75	5.00	2.69						
	Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, U1TD1, UNC1X, UEPSR, UEPSB, UEPSL, UEPSP, USL, UEPEX, UEPDX	PE1P1	0.3786	7.88	6.25	1.35	0.9899						
	Physical Collocation - DS3 Cross-Connect, provisioning			UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UEPEX, UEPDX, UEPSR, UEPSB, UEPSE, UEPSP	PE1P3	4.16	32.40	31.03	11.15	10.98						

COLLOCATION - Florida

Att: 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 - 2-Fiber Cross-Connect			CLO, ULD03, ULD12, ULD48, U1T03, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	1.71	28.26	25.85	13.78	11.01											
	Physical Collocation - 4-Fiber Cross-Connect			ULD03, ULD12, ULD48, U1T03, U1T12, U1T48, UDLO3, UDL12, UDF, UDFCX	PE1F4	3.34	37.92	35.51	18.20	15.44											
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable.			CLO	PE1ES	0.0008															
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable.			CLO	PE1DS	0.0012															
	Physical Collocation 2-Wire Cross Connect, Port			UEPSR, UEPSB, UEPSX, UEPC2	PE1R2	0.0208	7.32	5.37	4.58	2.71											
	Physical Collocation 4-Wire Cross Connect, Port			UEPEX, UEPPD	PE1R4	0.0416	8.00	5.75	5.00	2.69											
Security																					
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		33.65	22.05													
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		44.63	28.89													
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		55.62	35.73													
	Physical Collocation - Security Access System - Security System per Central Office, per Sq. Ft.			CLO	PE1AY	0.0101															
	Physical Collocation - Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1		38.95														
	Physical Collocation - Security Access System - Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		8.84														
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		28.78														
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		23.28														
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		23.28														
CFA																					
	Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request			CLO	PE1C9		79.52														
Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial F" and "Subsequent S" respectively																					
	Physical Collocation - Cable Records, per request			CLO	PE1CR		1515.00	973.64	256.35												
	Physical Collocation, Cable Records, VG/DSO Cable, per cable record (maximum 3600 records)			CLO	PE1CD		646.84		362.41												
	Physical Collocation, Cable Records, VG/DSO Cable, per each 100 pair			CLO	PE1CO		9.11		10.80												
	Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		4.52		5.35												
	Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		15.81		18.73												
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		169.96		149.97												
	Physical Collocation, Cable Records, CAT5/RJ45			CLO	PE1C5		4.52		5.35												
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														

COLLOCATION - Florida

Att: 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	SOMEK							SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR		22.51															
	Physical Collocation Virtual to Physical Collocation In-Place, Per DS0 Circuit			CLO	PE1BP		22.51															
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		32.73															
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		32.73															
	Entrance Cable																					
	Physical Collocation - Fiber Cable Support Structure, per Entrance Cable			CLO	PE1PM	5.19																
	Physical Collocation - Fiber Entrance Cable per Cable (OO manhole to vault splice)			CLO	PE1EC		994.12		43.84													
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		7.43															
	VIRTUAL COLLOCATION																					
	Application																					
	Virtual Collocation - Application Fee			AMTFS	EMF		1,241.00		1.20													
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VE1CA		564.81															
	Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		760.91		1.20													
	Space Preparation																					
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	5.28																
	Power																					
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	6.95																
	Virtual Collocation - Power, DC power, per Used Amp			AMTFS	VE1PF	10.69																
	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, UNGVX, UNCDX, UNGNX	UEAC2	0.0201	7.32	5.37	4.58	2.71												
	Virtual Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNGVX, UNCDX	UEAC4	0.0403	8.00	5.75	5.00	2.69												
	Virtual collocation - Special Access & UNE, cross-connect per DS1			UJR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UEPOX	CNC1X	0.3786	7.88	6.26	1.35	0.9915												
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3, XDEST	CND3X	4.16	32.40	31.03	11.15	10.98												
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC2F	1.75	28.26	25.95	13.78	11.01												
	Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC4F	3.50	37.92	35.51	18.20	15.44												
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.0008																
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			AMTFS	VE1CD	0.0012																
	Virtual Collocation 2-Wire Cross Connect, Port			UEPSX, UEPSB, UEPSE, UEPSP, UEPSR, UEP2C	VE1R2	0.0201	7.32	5.37	4.58	2.71												

COLLOCATION - Florida										Alt: 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	OSS Rates(\$)										
													Rec	Nonrecurring		Nonrecurring Disconnect		SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
														First	Add'l	First	Add'l						
	Virtual Collocation 4-Wire Cross Connect, Port			UEPDD, UEPEX	VE1R4	0.0403	8.00	5.75	5.00	2.69													
CFA																							
	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR	79.52																	
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	1515.00	973.64	256.35															
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB	846.84		362.41															
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC	9.11		10.80															
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD	4.52		5.35															
	Virtual Collocation Cable Records - DS3, per 13TIE			AMTFS	VE1BE	15.81		18.73															
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF	169.96		149.97															
	Virtual Collocation Cable Records - CAT 5/RJ45			AMTFS	VE1BS	4.52		5.35															
Security																							
	Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX	33.65	22.05																
	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX	44.63	28.89																
	Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX	55.62	35.73																
Maintenance																							
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX	54.05	22.05																
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM	72.18	28.89																
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM	90.31	35.73																
Entrance Cable																							
	Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX	1,473.00		43.84															
	Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX	4.54																	
COLLOCATION IN THE REMOTE SITE																							
Physical Remote Site Collocation																							
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA	612.23		270.35															
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	154.59																	
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD	23.28																	
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR	223.91																	
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE	73.39																	
	Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR	206.02																	
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT	39.65	22.05																
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT	44.63	28.89																
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT	55.62	35.73																
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	612.23		270.35															
	Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC	154.59																	
	Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR	223.91																	
	Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RL	73.39																	

COLLOCATION - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Att: 4 Exh: B					
									Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates(\$)		
												SOMEK	SOMAN	SOMAN
Rec	Nonrecurring		Nonrecurring Disconnect											
	First	Add'l	First	Add'l										
ADJACENT COLLOCATION														
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.1666								
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	4.62								
	Adjacent Collocation - 2-Wire Cross-Connects			UEANL,UEQ,UEA,U CL,UAL,UHL,UDN	PE1JE	0.0194	7.32	5.37	4.58	2.71				
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1JF	0.0388	8.00	5.75	5.00	2.69				
	Adjacent Collocation - DS1 Cross-Connects			USL	PE1JG	0.3798	7.88	6.26	1.35	0.9915				
	Adjacent Collocation - DS3 Cross-Connects			UE3	PE1JH	4.14	32.40	31.03	11.15	10.98				
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JJ	1.70	28.28	25.85	13.78	11.01				
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	3.33	37.92	35.51	18.20	15.44				
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		2,763.00		1.02					
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	5.28								
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	10.53								
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	15.80								
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	36.47								
	Adjacent Collocation - Cable Support Structure per Entrance Cable			CLOAC	PE1JP	5.19								

COLLOCATION - Georgia

CATEGORY	RATE ELEMENTS	Interm	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Att: 4 Exh: B						
						Rec	Nonrecurring		Nonrecurring Disconnect			SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
							First	Add'l	First									Add'l
	Physical Collocation - DS3 Cross-Connect, provisioning			UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNC5X, ULDO3, U1TS1, ULDS1, UNLD3, UEPEX, UEPOX, UEPSR, UEPSB, UEPESE, UEPSP	PE1P3	4.15												
	Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDL03, UDL12, UDF	PE1F2	1.76												
	Physical Collocation - 4-Fiber Cross-Connect			ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF, UDFCX	PE1F4	3.38												
	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, UEPSB, UEPESE, UEPSB, UEPSX, UEPE2C	PE1R2	0.0202												
	Physical Collocation 4-Wire Cross Connect, Port			UEPEX, UEPEDD	PE1R4	0.0403												
Security																		
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		16.51	10.82										
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		21.90	14.17										
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		27.29	17.53										
	Physical Collocation - Security Access System - Security System per Central Office, per Sq. Ft.			CLO	PE1AY	0.011												
	Physical Collocation - Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1		21.98											
	Physical Collocation - Security Access System - New Access Card Deactivation, per Card			CLO	PE1A4		8.72	8.72										
	Physical Collocation - Security Access System - Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		5.37											
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		16.99											
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		13.19											
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.19											
CFA																		
	Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request			CLO	PE1C9		77.42											
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		742.92	477.59	125.63									
	Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		317.29		177.60									
	Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		4.47		5.29									
	Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		2.22		2.62									
	Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		7.76		9.18									
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		83.37		73.49									
	Physical Collocation, Cable Records, CAT5/RJ45			CLO	PE1CS		2.22		2.62									

COLLOCATION - Georgia

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Att: 4 Exh: B				Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l							
									Rec	Nonrecurring		Nonrecurring Disconnect					OSS Rates(\$)						
										First	Add'l	First					Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
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	PE1BI	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	22.59																	
	Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP	22.59																	
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS	32.85																	
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE	32.85																	
Entrance Cable																							
	Physical Collocation - Fiber Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD	736.20			21.49														
	Physical Collocation - Fiber Cable Support Structure, per Entrance Cable			CLO	PE1PM	7.37																	
	Physical Collocation, Entrance Cable Support Structure, Copper, per each 100 pairs or fraction thereof (CO Manhole to Collocation Space)			CLO	PE1EE	0.2686																	
	Physical Collocation, Entrance Cable Installation, Copper, per Cable (CO Manhole to Collocation Space)			CLO	PE1EF	754.41			21.49														
	Physical Collocation, Entrance Cable Installation, Copper, per each 100 pairs or fraction thereof (CO Manhole to Collocation Space)			CLO	PE1EG	9.11																	
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED	3.90																	
VIRTUAL COLLOCATION																							
Application																							
	Virtual Collocation - Application Fee			AMTFS	EAF	608.92			0.59														
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VE1CA	583.18																	
	Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF	609.52																	
Space Preparation																							
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	4.71																	
Power																							
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	4.84																	
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, UNCNX	UEAC2	0.0192																	
	Virtual Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4	0.0385																	
	Virtual collocation - Special Access & UNE, cross-connect per DS1			ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UEPDX	CNC1X	0.3807																	
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNC3X, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3, XDEST	CND3X	4.15																	

COLLOCATION - Georgia											Alt: 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	OS5 Rates(\$)							
													Rec	Nonrecurring		Nonrecurring Disconnect		SOME C	SOMAN	SOMAN
													First	Add'l	First	Add'l				
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, ULD03, ULD12, ULD48, UDF	CNC2F	1.76														
	Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, ULD03, ULD12, ULD48, UDF	CNC4F	3.53														
	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, UEPE, UEPEP, UEPSR, UEPE2C	VE1R2	0.0192														
	Virtual Collocation 4-Wire Cross Connect, Port			UEPDD, UEPEX	VE1R4	0.0385														
CFA	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR	77.42														
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	I 742.92	S 477.59													
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB	317.29	177.60													
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC	4.47	5.29													
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD	2.22	2.62													
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE	7.76	9.18													
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF	83.37	73.49													
	Virtual Collocation Cable Records - CAT 5/RJ45			AMTFS	VE1B5	2.22	2.62													
Security	Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX	16.51	10.82													
	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX	21.90	14.17													
	Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX	27.29	17.53													
Maintenance	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX	26.52	10.82													
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM	35.41	14.17													
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM	44.30	17.53													
Entrance Cable	Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX	736.20	21.49													
	Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX	7.74														
	Virtual Collocation, Entrance Cable Support Structure, Copper, per each 100 pairs or fraction thereof (CO Manhole to Frame)			AMTFS	VE1EE	0.235														
	Virtual Collocation, Entrance Cable Installation, Copper, per Cable (CO Manhole to Frame)			AMTFS	VE1EF	754.41	21.49													
	Virtual Collocation, Entrance Cable Installation, Copper, per each 100 pairs or fraction thereof (CO Manhole to Frame)			AMTFS	VE1EG	9.11														
COLLOCATION IN THE REMOTE SITE																				
	Physical Remote Site Collocation																			
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA	300.31	132.49													
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	148.11														
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD	13.19														

COLLOCATION - Georgia

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-Disc 1st			
						Rec	Nonrecurring		Nonrecurring Disconnect			SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN		
							First	Add'l	First									Add'l	OSS Rates(\$)
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		109.83												
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		36.00												
	Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		116.71												
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		16.51	10.82											
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		21.90	14.17											
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		27.29	17.53											
Adjacent Remote Site Collocation																			
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RL		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		300.31	132.49											
	Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC	148.11													
	Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR		109.83												
	Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RL		36.00												
ADJACENT COLLOCATION																			
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.1725													
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	4.12													
	Adjacent Collocation - 2-Wire Cross-Connects			UEANL,UEQ,UEA,U	PE1JE	0.0176													
	Adjacent Collocation - 4-Wire Cross-Connects			CL,UAL,UHL,UDN	PE1JF	0.0353													
	Adjacent Collocation - DS1 Cross-Connects			UEA,UHL,UDL,UCL	PE1JG	0.3686													
	Adjacent Collocation - DS3 Cross-Connects			USL	PE1JH	4.83													
	Adjacent Collocation - 2-Fiber Cross-Connect			UE3	PE1JJ	1.69													
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	3.31													
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		1,390.83	0.50											
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	5.18													
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	10.34													
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	15.50													
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	35.79													
	Adjacent Collocation - 240V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JD	35.79													

COLOCATION - Kentucky

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Att: 4 Ex: B											
									Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add1	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add1	OSS Rates(\$)							
													SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN		
Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN										
PHYSICAL COLOCATION																				
Application																				
	Physical Collocation - Initial Application Fee			CLO	PE1BA	3,773.54			1.01											
	Physical Collocation - Subsequent Application Fee			CLO	PE1CA	3,145.35			1.01											
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT	584.20														
	Physical Collocation Administrative Only - Application Fee			CLO	PE1BL	742.12														
	Physical Collocation - Application Cost, Simple Augment			CLO	PE1KS	594.98			1.21											
	Physical Collocation - Application Cost, Minor Augment			CLO	PE1KM	634.26			1.21											
	Physical Collocation - Application Cost, Intermediate Augment			CLO	PE1KI	1,059.00			1.21											
	Physical Collocation - Application Cost - Major Augment			CLO	PE1KJ	2,412.00			1.21											
Space Preparation																				
	Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ	7.99														
	Physical Collocation - Space Enclosure, welded wire, first 50 square feet			CLO	PE1BX	166.83														
	Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW	184.97														
	Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW	18.14														
	Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.32														
	Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL	3.26														
	Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM	110.57														
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ	1,206.07														
	Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR	2,158.67														
Power																				
	Physical Collocation - Power, -48V DC Power - per Fused Amp Requested			CLO	PE1PL	8.06														
	Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB	5.44														
	Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD	10.88														
	Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	16.32														
	Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	37.68														
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	0.0333	24.68	23.68	12.14	10.95										
	Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0665	24.88	23.82	12.77	11.46										
	Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, U1TD1, UNC1X, UEPSR, UEPSB, UEPEX, UEPEX, USL, UEPEX, UEPDX	PE1P1	1.48	44.23	31.98	12.81	11.57										
	Physical Collocation - DS3 Cross-Connect, provisioning			UE3, U1TD3, UXTD3, UXTS1, UNCD3, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UEPEX, UEPDX, UEPSR, UEPSB, UEPEX, UEPSP	PE1P3	18.89	41.93	30.51	14.75	11.83										

COLLOCATION - Kentucky

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Att: 4 Exh: B							
									Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
									SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN		
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1T03, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	3.75	41.93	30.51	14.76	11.84						
	Physical Collocation - 4-Fiber Cross-Connect			ULD03, ULD12, ULD48, U1T03, U1T12, U1T48, UDLO3, UDL12, UDF, UDFCX	PE1F4	6.65	51.29	39.87	19.41	16.49						
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable.			CLO	PE1ES	0.0012										
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable.			CLO	PE1DS	0.0018										
	Physical Collocation 2-Wire Cross Connect, Port			UEPSR, UEPSB, UEPSX, UEP2C	PE1R2	0.0333	24.68	23.68	12.14	10.95						
	Physical Collocation 4-Wire Cross Connect, Port			UEPEX, UEPDD	PE1R4	0.0665	24.88	23.82	12.77	11.48						
Security																
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		33.98	21.53								
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		44.26	27.81								
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		54.54	34.09								
	Physical Collocation - Security Access System, Security System, per Central Office			CLO	PE1AX	76.10										
	Physical Collocation - Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1	0.058	55.79									
	Physical Collocation - Security Access System - Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		15.64									
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		45.74									
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		26.29									
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		26.29									
CFA																
	Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request			CLO	PE1C9		77.55									
Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial F" and "Subsequent S" respectively																
	Physical Collocation - Cable Records, per request			CLO	PE1CR		1524.45	S 980.01	267.02							
	Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		856.37		379.70							
	Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		9.65		11.84							
	Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		4.52		5.54							
	Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		15.61		19.39							
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		169.63		154.85							
	Physical Collocation, Cable Records, CAT5/RJ45			CLO	PE1C5		4.52		5.54							
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 DS0 Circuit			CLO	PE1BD		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									

COLLOCATION - Kentucky											Att: 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						
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR		22.49								
	Physical Collocation Virtual to Physical Collocation In-Place, Per DS0 Circuit			CLO	PE1BP		22.49								
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		32.71								
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		32.71								
Entrance Cable															
	Physical Collocation - Fiber Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		1,229.11		45.16						
	Physical Collocation - Fiber Cable Support Structure, per Entrance Cable			CLO	PE1PM	19.86									
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		7.75								
VIRTUAL COLLOCATION															
Application															
	Virtual Collocation - Application Fee			AMTFS	EAF		2,419.86		1.01						
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VE1CA		584.20								
	Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		742.12								
Space Preparation															
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	7.99									
Power															
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	8.06									
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, UNCNX	UEAC2	0.0309	24.68	23.68	12.14	10.95					
	Virtual Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4	0.0619	24.88	23.82	12.77	11.46					
	Virtual collocation - Special Access & UNE, cross-connect per DS1			ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UEPEX	CNC1X	1.48	44.23	31.98	12.81	11.57					
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3, XDEST	CND3X	18.89	41.93	30.51	14.75	11.83					
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC2F	3.80	41.94	30.51	14.76	11.84					
	Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC4F	7.59	51.29	39.87	19.41	16.49					
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.0012									
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			AMTFS	VE1CD	0.0018									
	Virtual Collocation 2-Wire Cross Connect, Port			UEPSX, UEPSB, UEPSF, UEPSP, UEPSR, UEPC2	VE1R2	0.0309	24.68	23.68	12.14	10.95					
	Virtual Collocation 4-Wire Cross Connect, Port			UEPDD, UEPEX	VE1R4	0.0619	24.88	23.82	12.77	11.46					

COLLOCATION - Kentucky

Att: 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
CFA	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR		77.55															
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		1524.45	S 980.01														
	Virtual Collocation Cable Records - VG/DSO Cable, per cable record			AMTFS	VE1BB		656.37															
	Virtual Collocation Cable Records - VG/DSO Cable, per each 100 pair			AMTFS	VE1BC		9.65															
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		4.52															
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		15.81															
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		169.63															
	Virtual Collocation Cable Records - CAT 5/RJ45			AMTFS	VE1B5		4.52															
Security																						
	Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		33.98	21.53														
	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX		44.26	27.81														
	Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		54.54	34.09														
Maintenance																						
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		56.07	21.53														
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		73.23	27.81														
	Virtual collocation - Maintenance in CO - Premium, per half hour			AMTFS	SPTPM		90.39	34.09														
Entrance Cable																						
	Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX		1,729.11															
	Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX		17.38															
COLLOCATION IN THE REMOTE SITE																						
Physical Remote Site Collocation																						
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		617.78															
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB		219.67															
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		26.29															
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		232.64															
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		75.40															
	Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		233.42															
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		33.98	21.53														
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		44.26	27.81														
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		54.54	34.09														
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		617.78															
	Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC		219.67															
	Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR		232.64															
	Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RL		75.40															
ADJACENT COLLOCATION																						

COLLOCATION - Kentucky											Att: 4 Exh: B				
CATEGORY	RATE ELEMENTS	Interm	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						
							First	Add'l	First	Add'l					
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0173									
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.35									
	Adjacent Collocation - 2-Wire Cross-Connects			UEANL,UEQ,UEA,U CL, UAL, UHL, UDN	PE1JE	0.0258	24.68	23.68	12.14	10.95					
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UCL,UCL	PE1JF	0.0515	24.88	23.82	12.77	11.46					
	Adjacent Collocation - DS1 Cross-Connects			USL	PE1JG	1.37	44.23	31.98	12.81	11.57					
	Adjacent Collocation - DS3 Cross-Connects			UE3	PE1JH	18.61	41.93	30.51	14.75	11.83					
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JJ	3.15	41.93	30.51	14.76	11.84					
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	6.02	51.29	39.87	19.41	16.49					
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		3,165.50								
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	5.44									
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	10.88									
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	16.32									
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	37.68									

COLLOCATION - Louisiana										Att: 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	OSS Rates(\$)									
													Rec	Nonrecurring		Nonrecurring Disconnect		SOMECC	SOMAN	SOMAN	SOMAN	SOMAN
														First	Add'l	First	Add'l					
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)																						
	Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL,UEQ, UNCNX,UEA,UCL, UAL,UHL,UDN, UNCVX	PE1P2	0.0318	11.94	11.46														
	Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA,UHL,UNCVX, UNCDX,UCL,UDL	PE1P4	0.0636	12.04	11.53														
	Physical Collocation - DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L,WDS1S, UXTD1,ULDD1, USLEL,UNLD1, U1TD1,UNC1X, UEPSR,UEPSS, UEPSE,UEPSP, USL,UEPEX, UEPDX	PE1P1	1.04	21.39	15.47														
	Physical Collocation - DS3 Cross-Connect, provisioning			UE3,U1TD3, UXTD3,UXTS1, UNCX,UNCSX, ULDD3,U1TS1, ULDS1,UNLD3, UEPEX,UEPDX, UEPSR,UEPSS, UEPSE,UEPSP	PE1P3	13.21	20.28	14.76														

COLLOCATION - Louisiana

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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 - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1T03, U1T12, U1T48, UDL03, UDL12, UDF	PE1F2	2.62	20.28	14.76														
	Physical Collocation - 4-Fiber Cross-Connect			ULDO3, ULD12, ULD48, U1T03, U1T12, U1T48, UDL03, 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, UEPSB, UEPSE, UEPSC, UEPSE, UEPSC	PE1R2	0.0318	11.94	11.46														
	Physical Collocation 4-Wire Cross Connect, Port			UEPEX, UEPPD	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																
	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	PE1B0		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															

COLLOCATION - Louisiana											Att: 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						
						First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR	22.52									
	Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP	22.52									
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS	32.74									
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE	32.74									
	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	5.30									
	Power														
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	8.32									
	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, UNCWX, UNCDX, UNCNX	UEAC2	0.0296	11.94	11.46							
	Virtual Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCWX, UNCDX	UEAC4	0.0591	12.04	11.53							
	Virtual collocation - Special Access & UNE, cross-connect per DS1			ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UEPPX	CNC1X	1.04	21.39	15.47							
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLX, UNLD3, XDEST	CND3X	13.21	20.28	14.76							
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	2.65	29.29	14.76							
	Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	5.31	24.81	19.29							
	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, UEPSL, UEPPS, UEPSP, UEPSP, UEP2C	VE1R2	0.0296	11.94	11.46							
	Virtual Collocation 4-Wire Cross Connect, Port			UEPDD, UEPEX	VE1R4	0.0591	12.04	11.53							

COLLOCATION - Louisiana

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Att: 4 Exh: B				Incremental Charge - Manual Svc Order vs. Electronic-1st	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
CFA																					
	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR	77.43															
Cable Records																					
	Virtual Collocation Cable Records - per request(LA only)			AMTFS	VE1BG	10.97															
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record(LA only)			AMTFS	VE1BH	5.29															
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair(LA only)			AMTFS	VE1BJ	0.08															
	Virtual Collocation Cable Records - DS1, per T1T1E(LA only)			AMTFS	VE1BK	0.04															
	Virtual Collocation Cable Records - DS3, per T3T1E(LA only)			AMTFS	VE1BL	0.13															
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records(LA only)			AMTFS	VE1BM	1.37															
	Virtual Collocation Cable Records - CAT 5/RJ45 (LA only)			AMTFS	VE1BE	0.04															
Security																					
	Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX	16.44	10.42														
	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX	21.41	13.45														
	Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX	26.38	16.49														
Maintenance																					
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX	27.12	10.42														
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM	35.42	13.45														
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM	43.72	16.49														
Entrance Cable																					
	Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX	841.54															
	Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX	16.02															
COLLOCATION IN THE REMOTE SITE																					
Physical Remote Site Collocation																					
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA	298.80															
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	225.39															
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD	13.01															
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR	112.52															
	Physical Collocation in the Remote Site - Remote Site CLI Code Request, per CLI 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	298.80															
	Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC	225.39															
	Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR	112.52															
	Virtual Collocation in the Remote Site - Remote Site CLI Code Request, per CLI Code Requested			VE1RS	VE1RL	36.47															
ADJACENT COLLOCATION																					

COLLOCATION - Louisiana														Att: 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(\$)	
						Rec	First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0552											
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.61											
	Adjacent Collocation - 2-Wire Cross-Connects			UEANL,UEQ,UEA,U Cl, UAL, UHL, UDN	PE1JE	0.0245	11.94	11.46									
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UOL,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	24.61	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											

COLLOCATION - Mississippi											Att: 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)																					
	Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL,UEQ, UNCNX, UEA, UCL, UAL, UHL, UDN, UNCVX	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											
	Physical Collocation - DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, U1TD1, UNC1X, UEPSR, UEPSB, UEPSL, UEPEX, UEPSD	PE1P1	1.14	22.16	16.02	6.60	5.97											
	Physical Collocation - DS3 Cross-Connect, provisioning			UES, U1TD3, UXTD3, UXTS1, UNCD3, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UEPEX, UEPSD, UEPSR, UEPSB, UEPSL, UEPEX	PE1P3	14.49	21.01	15.29	7.61	6.10											

COLLOCATION - Mississippi

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Att: 4 Ext: B						
						Rec	Nonrecurring		Nonrecurring Disconnect		SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
							First	Add'l	First	Add'l							
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR		22.54										
	Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		22.54										
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		32.78										
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		32.78										
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)																	
	Virtual Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCNX	UEAC2	0.0268	12.37	11.87	6.04	5.45							
	Virtual Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4	0.0536	12.47	11.94	6.59	5.91							
	Virtual Collocation - Special Access & UNE, cross-connect per DS1			ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UEPPX	CNC1X	1.14	22.16	16.02	6.60	5.97							
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, UEA, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDL3X, UNLD3, XDEST	CND3X	14.49	21.01	15.29	7.61	6.10							
	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, UEPSL, UEPSR, UEPSR, UEPC2C	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							

COLLOCATION - Mississippi											Att: 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						
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN
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	I	763.69	S	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								
	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															

COLLOCATION - Mississippi

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	Att: 4 Exh: B										
						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	
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0678										
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	4.68										
	Adjacent Collocation - 2-Wire Cross-Connects			UEANL,UEQ,UEA,U CL, UAL, UHL, UDN	PE1JE	0.0223	12.37	11.87	6.04	5.45						
	Adjacent Collocation - 4-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	15.28	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	23.70	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										

COLLOCATION - North Carolina

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Att: 4 Exh: B								
									Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates(\$)				
													SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l													
	Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1T03, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	3.50	38.25	21.94									
	Physical Collocation - 4-Fiber Cross-Connect			ULDO3, ULD12, ULD48, U1T03, 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, UEPSB, UEPSX, UEPC2	PE1R2	0.0309	19.77	14.95				26.94	12.76				
	Physical Collocation 4-Wire Cross Connect, Port			UEPEX, UEPC2	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	33.90									
	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		1458.00	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	PE1G1		4.35	4.35	5.11	5.11							
	Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1G3		15.22	15.22	17.90	17.90							
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 93 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										

COLLOCATION - North Carolina

COLLOCATION - North Carolina										Att: 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	SOMEK	SOMAN	SOMAN	SDMAN	SOMAN	SOMAN
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR		89.51	20.45														
	Physical Collocation Virtual to Physical Collocation In-Place, Per DS0 Circuit			CLO	PE1BP		69.51	20.45														
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		78.93	29.87														
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		75.11	26.04														
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		7.85															
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, UNCVMX, UNCDX, UNCVMX	UEAC2	0.0225	19.77	14.95														
	Virtual Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCVMX, 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, UNC3X, ULDD3, U1TS1, ULDS1, UDL3X, UNLD3, XDEST	CND3X	4.41	38.25	21.94														
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC2F	1.96	38.25	21.94														
	Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, 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, UEPEX, UEPEP, UEPSR, UEPE2C	VE1R2	0.0225	19.77	14.95														
	Virtual Collocation 4-Wire Cross Connect, Port			UEPDD, UEPEX	VE1R4	0.0449	19.95	15.05														

COLLOCATION - North Carolina										Att: 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						
						First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	
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	1458.00		837.29		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	VE1BS	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	54.08		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							
	Physical Collocation in the Remote Site - Remote Site CLI Code Request, per CLI 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 CLI Code Request, per CLI Code Requested			VE1RS	VE1RL			70.65							
ADJACENT COLLOCATION															

COLLOCATION - North Carolina

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Att: 4 Exh: B						
						Rec	Nonrecurring		Nonrecurring Disconnect			SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
							First	Add'l	First									Add'l
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.1555												
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.78												
	Adjacent Collocation - 2-Wire Cross-Connects			UEANL,UEQ,UEA,U CL,UAL,UHL,UDN	PE1JE	0.0239	19.77	14.95										
	Adjacent Collocation - 4-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	43.98	26.17										
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		2,286.00	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										Att: 4 Ex: 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-Add1	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add1							
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS Rates(\$)						
							First	Add'l	First							Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																						
Application																						
	Physical Collocation - Initial Application Fee			CLO	PE1BA	1,863.67			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	PE1KT	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)																						
	Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL,UEQ, UNCNX,UEA,UCL, UAL,UHL,UDN, UNCVX	PE1P2	0.0341	12.32	11.83	6.04	5.45												
	Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA,UHL,UNCVX, UNCDX,UCL,UDL	PE1P4	0.0682	12.42	11.90	6.40	5.74												
	Physical Collocation - DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L,WDS1S, UXTD1,ULDD1, USLEL,UNLD1, U1TD1,UNC1X, UEPSR,UEPSB, UEPEX,UEPSP, USL,UEPEX, UEPDX	PE1P1	1.12	22.08	15.96	6.42	5.80												
	Physical Collocation - DS3 Cross-Connect, provisioning			UE3,U1TD3, UXTD3,UXTS1, UNCSX,UNCSX, ULDD3,U1TS1, ULDS1,UNLD3, UEPEX,UEPDX, UEPSR,UEPSB, UEPEX,UEPSP	PE1P3	14.21	20.94	15.23	7.39	5.93												

COLLOCATION - South Carolina											Att: 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-Disc 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							
						First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
	Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1T03, U1T12, U1T48, UJLO3, UDL12, UDF	PE1F2	2.82	20.94	15.23	7.40	5.93						
	Physical Collocation - 4-Fiber Cross-Connect			ULDO3, ULD12, ULD48, U1T03, U1T12, U1T48, UJLO3, 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, UEPSB, UEPE, UEPSX, UEPSY, UEPSZ	PE1R2	0.0341	12.32	11.83	6.04	5.45		15.69				
	Physical Collocation 4-Wire Cross Connect, Port			UEPEX, UEPPD	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 F" and "Subsequent S" respectively																
	Physical Collocation - Cable Records, per request			CLO	PE1CR		760.98	5489.20	133.29							
	Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		327.65		189.54							
	Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 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							
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB	84.68			77.90							
	Physical Collocation, Cable Records, CAT5/RJ45			CLO	PE1CS	2.28			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 DS0 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									

COLLOCATION - South Carolina											Att: 4 Ex: 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-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOMECC	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR		22.43								
	Physical Collocation Virtual to Physical Collocation In-Place, Per DS0 Circuit			CLO	PE1BP		22.43								
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		32.61								
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		32.61								
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, UNCNX	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, UEPPX	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, XDEST	CND3X	14.21	20.94	15.23	7.39	5.93					
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	2.86	20.94	15.23	7.40	5.93					
	Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	5.71	25.61	19.90	9.73	8.26					
	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, UEPEX, UEPPX, UEPSR, UEPPC	VE1R2	0.0317	12.32	11.83	6.04	5.45					
	Virtual Collocation 4-Wire Cross Connect, Port			UEPDD, UEPEX	VE1R4	0.0634	12.42	11.90	6.40	5.74					

COLLOCATION - South Carolina											Att: 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						
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
CFA	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR		77.71								
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	I 760.98	S 489.20		133.29						
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		327.65		189.54						
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		4.82		5.91						
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		2.26		2.77						
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		7.90		9.68						
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		84.68		77.30						
	Virtual Collocation Cable Records - CAT 5/RJ45			AMTFS	VE1BS		2.26		2.77						
Security															
	Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		16.96	10.75							
	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX		22.10	13.89							
	Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		27.23	17.02							
Maintenance															
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		27.99	10.75							
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		36.56	13.89							
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		45.12	17.02							
Entrance Cable															
	Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX		794.22		22.54						
	Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX	18.66									
COLLOCATION IN THE REMOTE SITE															
Physical Remote Site Collocation															
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		306.38		168.60						
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	246.44									
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		13.13								
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		116.13								
	Physical Collocation in the Remote Site - Remote Site CLI Code Request, per CLI 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 CLI Code Request, per CLI Code Requested			VE1RS	VE1RL		75.27								
ADJACENT COLLOCATION															

COLLOCATION - South Carolina											Att: 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						
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0938									
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	6.40									
	Adjacent Collocation - 2-Wire Cross-Connects			UEANL,UEQ,UEA,U CL,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									

COLLOCATION - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)						Att: 4 Exh: B					
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect		SOME C	SOMAN	SOMAN	OSS Rates(\$)			
									First	Add'l				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, UNL01, U1TD1, UNC1X, UEPSR, UEPSB, UEPSE, UEPSP, USL, UEPEX, UEPDX	PE1P1		1.51	53.27	40.16								
	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								

COLLOCATION - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)										Att: 4 Exh: B			
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect		SOME C	SOMAN	OSS Rates(\$)						
									First	Add'l			SOMAN	SOMAN	SOMAN	SOMAN			
	Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1T03, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	15.64	41.56	29.82	12.95	10.34					2.69	2.69	1.56	1.56	
	Physical Collocation - 4-Fiber Cross-Connect			ULDO3, ULD12, ULD48, U1T03, 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, UEPSB, UEPEX, 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	55.98													
	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/DSO Cable, per cable record (maximum 3600 records)			CLO	PE1CD		925.06												
	Physical Collocation, Cable Records, VG/DSO 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												
	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												

COLLOCATION - Tennessee											Att: 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						
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 T1T1E			AMTFS	VE1BD		8.45								
	Virtual Collocation Cable Records - DS3, per T3T1E			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	VE1BS		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		24.89								
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		218.49								
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		70.81								
	Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		234.15								
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	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			CLORS	PE1OT		44.17	27.76							
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		54.42	34.02							
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		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															

COLLOCATION - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Att: 4 Ext: B						
						Rec	Nonrecurring		Nonrecurring Disconnect			SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
							First	Add'l	First									Add'l
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0656												
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.53												
	Adjacent Collocation - 2-Wire Cross-Connects			UEANL,UEQ,UEA,U CL,UAL,UHL,UDN	PE1JE	0.34	11.12	10.18	11.33	10.23			1.77	1.77	1.12	1.12		
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1JF	0.33	11.30	10.31	11.62	10.44			1.77	1.77	1.12	1.12		
	Adjacent Collocation - DS1 Cross-Connects			JSL	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

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ACCESS TO NUMBERS AND NUMBER PORTABILITY**1. Non-Discriminatory Access to Telephone Numbers**

- 1.1 During the term of this Agreement, where Brandenburg is utilizing its own switch, Brandenburg 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 AT&T provides resold services to Brandenburg, AT&T will provide Brandenburg with online access to available telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. Brandenburg acknowledges that such access to numbers shall be in accordance with the appropriate FCC rules and regulations. Brandenburg may designate up to a forecasted six (6) months supply of available numbers as intermediate (an available number provided to Brandenburg) telephone numbers per rate center if the following conditions are met:
- 1.2.1 Brandenburg must: (1) indicate that all of the intermediate numbers currently held by Brandenburg in each rate center where Brandenburg 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 Brandenburg will be requesting intermediate telephone numbers; and, (3) demonstrate that the utilization level on current intermediate numbers held by Brandenburg in the rate center where Brandenburg is requesting telephone numbers has reached at least seventy-five percent (75%).
- 1.2.2 The above information will be provided by Brandenburg by submitting to AT&T 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 Brandenburg will be requesting intermediate telephone numbers. The utilization level is calculated by dividing all intermediate numbers currently assigned by Brandenburg to customers by the total number of intermediate numbers held by Brandenburg in the rate center and multiplying the result by one hundred (100).
- 1.2.3 If fulfilling Brandenburg's request for intermediate numbers results in AT&T 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), AT&T will submit the required numbering request to the national numbering administrator to satisfy Brandenburg's request for intermediate numbers. AT&T 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 Brandenburg's request for intermediate numbers. In these cases, AT&T is not obligated to fulfill the request by Brandenburg for intermediate numbers unless, and until, AT&T's request for additional numbering resources is granted.
- 1.2.4 Brandenburg agrees to supply supporting information for any numbering request and/or safety valve request that AT&T files pursuant to Section 1.2.3 above.

- 1.3 Brandenburg 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, AT&T may request that Brandenburg cancel all or a portion of its unassigned intermediate numbers. Brandenburg's consent to AT&T's request shall not be unreasonably withheld.
- 2. Local Number Portability**
- 2.1 The Parties will offer 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. Customers of each Party may port numbers, via LNP, that are in a denied state or that are on suspend status. In addition, customers of each Party may port reserved numbers that the customer 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 customer 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. AT&T and Brandenburg shall permit customers 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. 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 ten (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 customer.
- 2.11 AT&T and Brandenburg will work cooperatively to implement changes to LNP process flows ordered by the FCC or as recommended by standard industry forums addressing LNP.
- 2.12 Where Brandenburg utilizes AT&T's LNP Query Service, AT&T shall bill and Brandenburg 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, Brandenburg shall fill out and submit the Interconnection data sheet for AT&T LNP Query Service. The form can be obtained on AT&T's Wholesale - Southeast Region Web site under AT&T 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.
- 3. Service Order Charges**
- 3.1 The terms, conditions and rates for OSS utilized in connection with LNP are as set forth in Attachment 6 and Exhibit A of Attachment 2.

Attachment 6

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

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PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR

1. Quality of Pre-Ordering, Ordering, Provisioning, Maintenance and Repair

1.1 AT&T shall provide to Brandenburg nondiscriminatory access to its OSS and the necessary information contained therein in order that Brandenburg can perform the functions of pre-ordering, ordering, provisioning, maintenance and repair, and billing. AT&T shall provide Brandenburg 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 AT&T's Wholesale – Southeast Region Web site. AT&T shall ensure that its OSS are designed to accommodate requests for both current and projected demands of Brandenburg and other CLECs in the aggregate.

2. Access to Operations Support Systems

2.1 AT&T shall provide to Brandenburg nondiscriminatory access to its OSS and the necessary information contained therein in order that Brandenburg can perform the functions of pre-ordering, ordering, provisioning, maintenance and repair, and billing. AT&T shall provide nondiscriminatory access to the OSS through manual and/or electronic interfaces as described in this Attachment. It is the sole responsibility of Brandenburg to obtain the technical capability to access and utilize AT&T's OSS interfaces. Specifications for Brandenburg's access and use of AT&T's electronic interfaces are set forth at AT&T's Wholesale – Southeast Region Web site.

2.1.1 Brandenburg agrees to comply with the provisions of the OSS Interconnection Volume Guidelines as set forth at AT&T's Wholesale – Southeast Region Web site.

2.2 Pre-Ordering

2.2.1 AT&T will provide electronic access to its OSS and the information contained therein in order that Brandenburg 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 AT&T's Wholesale – Southeast Region Web site. The process by which the Parties 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.

2.2.2 AT&T shall provide to Brandenburg electronic access to customer service record information in accordance with the applicable performance intervals referenced in Attachment 9. If electronic access is not available, AT&T shall provide to Brandenburg such information within twenty-four (24) hours. Brandenburg shall provide to AT&T access to customer record information, including circuit numbers associated with each telephone number where applicable. Brandenburg shall provide such information within four (4) hours after request via electronic access where available. If

electronic access is not available, Brandenburg shall provide to AT&T paper copies of customer record information, including circuit numbers associated with each telephone number where applicable. Brandenburg shall provide to AT&T such customer service records within twenty-four (24) hours of a valid request, exclusive of Saturdays, Sundays and holidays.

2.2.3 The Parties agree not to view, copy, or otherwise obtain access to the other Party's customer record information about any of the other Party's customers without that customer's permission. Brandenburg 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. AT&T reserves the right to audit Brandenburg's access to customer record information. If AT&T has reason to believe, through its audit or by any other means, that Brandenburg is accessing customer record information without having obtained the proper customer authorization, AT&T upon reasonable notice to Brandenburg may take corrective action, including but not limited to suspending or terminating Brandenburg's access to AT&T's pre-ordering and ordering OSS, and the provisioning of pending and existing services.

2.3 Ordering

2.3.1 AT&T will make available to Brandenburg 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 AT&T's electronic interfaces are set forth at AT&T's Wholesale – Southeast Region Web site. The process by which the Parties 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.

2.3.2 Brandenburg shall place orders for services by submitting a LSR to AT&T. AT&T shall bill Brandenburg 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. AT&T shall bill Brandenburg 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 PON.

2.3.2.1 Brandenburg may submit an LSR to request that a customer's service be temporarily suspended, denied, or restored. Alternatively, Brandenburg may submit a list of such customers if Brandenburg provides a separate PON for each location on the list. AT&T will bill an electronic or manual service order charge for each location.

2.3.2.2 AT&T 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.

2.3.2.3 Notwithstanding the foregoing, AT&T 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.

- 2.3.2.4 AT&T shall return a Firm Order Confirmation (FOC) or LSR clarification in accordance with the applicable performance intervals referenced in Attachment 9. Brandenburg shall provide to AT&T a FOC within twenty-four (24) hours of the receipt from AT&T of a complete and accurate LSR, exclusive of Saturdays, Sundays and holidays. Brandenburg shall provide to AT&T an LSR clarification within twenty-four (24) hours of the receipt from AT&T of an incomplete and inaccurate LSR, exclusive of Saturdays, Sundays and holidays.
- 2.4 Provisioning
- 2.4.1 AT&T shall provision services during its regular working hours. To the extent Brandenburg requests provisioning of service to be performed outside AT&T's regular working hours, or the work so requested requires AT&T's technicians or project managers to work outside of regular working hours, overtime charges set forth in AT&T's intrastate Access Services Tariff, Section E13.2, shall apply. Notwithstanding the foregoing, if such work is performed outside of regular working hours by a AT&T technician or project manager during his or her scheduled shift and AT&T does not incur any overtime charges in performing the work on behalf of Brandenburg, AT&T will not assess Brandenburg additional charges beyond the rates and charges specified in this Agreement.
- 2.4.2 In the event AT&T must dispatch to the customer's location more than once due to incorrect or incomplete information provided by Brandenburg (e.g., incomplete address, incorrect contact name/number, etc.), AT&T will bill Brandenburg for each additional dispatch required to provision the circuit due to the incorrect/incomplete information provided. AT&T will assess the applicable Maintenance of Service rates from BellSouth's FCC No. 1 Tariff, Section 13.3.1.
- 2.4.3 Cancellation Charges. If Brandenburg cancels an LSR for network elements or resold services subsequent to AT&T's generation of a service order, any costs incurred by AT&T in conjunction with provisioning of Services as requested on the cancelled LSR will be recovered in accordance with the cancellation methodology set forth in the Cancellation Charge Percentage Chart found on AT&T's Wholesale – Southeast Region Web site. In addition, AT&T reserves the right to assess cancellation charges if Brandenburg fails to respond within nine (9) business days to a Missed Appointment order notification.
- 2.4.3.1 Notwithstanding the foregoing, if Brandenburg places an LSR based upon AT&T's loop makeup information, and such information is inaccurate resulting in the inability of AT&T 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 Brandenburg 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 AT&T cannot provision the network elements or services that were the subject of the inaccurate loop makeup information, Brandenburg may cancel its request for those network elements or services without incurring cancellation charges as described in this Section. In such instance, should Brandenburg 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.

- 2.4.4 Service Date Advancement Charges (Expedites). For Service Date Advancement requests by Brandenburg, Service Date Advancement charges will apply for intervals less than the standard interval as outlined in the AT&T Product and Services Interval Guide. The charges are as set forth in Exhibit A of Attachment 2.
- 2.4.5 Order Modification Charges. If Brandenburg modifies an order after being sent a FOC from AT&T, the Order Modification Charge (OMC) or Order Modification Charge Additional Dispatch (OMCAD) will be paid by Brandenburg in accordance with Exhibit A of Attachment 2.
- 2.5 Maintenance and Repair
- 2.5.1 AT&T will make available to Brandenburg electronic interfaces for the purpose of reporting and monitoring service troubles. Specifications for access and use of AT&T's maintenance and repair electronic interfaces are set forth at AT&T's Wholesale – Southeast Region Web site. The process by which the Parties 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. Requests for trouble repair are billed in accordance with the provisions of this Agreement. AT&T and Brandenburg agree to adhere to AT&T's Operational Understanding. The Operational Understanding may be accessed via AT&T's Wholesale – Southeast Region Web site.
- 2.5.2 If Brandenburg reports a trouble on a AT&T Network Element and no trouble is found in AT&T's network, AT&T will charge Brandenburg a Maintenance of Service Charge for any dispatching and testing (both inside and outside the CO) required by AT&T in order to confirm the working status. AT&T will assess the Maintenance of Service rates as set forth in BellSouth's FCC No. 1 Tariff, Section 13.3.1.
- 2.5.2.1 In the event AT&T must dispatch to the customer's location more than once due to incorrect or incomplete information provided by Brandenburg (e.g., incomplete address, incorrect contact name/number, etc.), AT&T will bill Brandenburg for each additional dispatch required to repair the circuit due to the incorrect/incomplete information provided. AT&T will assess the Maintenance of Service rates as set forth in BellSouth's FCC No. 1 Tariff, Section 13.3.1.
- 2.5.3 If Brandenburg reports a trouble on a resold service and no trouble is found in AT&T's network, AT&T will charge Brandenburg a Trouble Determination Charge or a Trouble Location Charge for any dispatching and testing (both inside and outside the CO) required by AT&T in order to confirm the working status. AT&T will assess the Trouble Determination Charge or Trouble Location Charge from the applicable AT&T tariff.
- 2.5.3.1 In the event AT&T must dispatch to the customer's location more than once due to incorrect or incomplete information provided by Brandenburg (e.g., incomplete address, incorrect contact name/number, etc.), AT&T will bill Brandenburg for each additional dispatch required to repair the circuit due to the incorrect/incomplete information provided. AT&T will assess the Trouble Determination Charge or Trouble Location Charge from the applicable AT&T tariff.
- 2.6 Billing. AT&T will provide Brandenburg nondiscriminatory access to billing information as specified in Attachment 7.

- 2.7 Change Management. The Parties agree that the collaborative change management process known as the Change Control Process (CCP) will be used to manage changes to existing interfaces, introduction of new interfaces and retirement of interfaces. The Parties agree to comply with the provisions of the documented CCP as may be amended from time to time and incorporated herein by reference. The change management process will cover changes to AT&T's electronic interfaces, AT&T'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 Brandenburg at AT&T's Wholesale – Southeast Region Web site.
- 2.8 Rates. Unless otherwise specified herein, charges for the use of AT&T's 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 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 nonrecurring charges 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 Brandenburg submits an LSR with incomplete, incorrect or conflicting information, AT&T will return the LSR to Brandenburg for clarification. Brandenburg shall respond to the request for clarification within thirty (30) days by submitting a supplemental LSR. If Brandenburg does not submit a supplement LSR within thirty (30) days, AT&T will cancel the original LSR and Brandenburg shall be required to submit a new LSR, with a new PON.
- 3.2 Single Point of Contact. Brandenburg will be the single point of contact with AT&T for ordering activity for network elements and other services used by Brandenburg to provide services to its customers, except that AT&T may accept a request directly from another CLEC, or AT&T, acting with authorization of the affected customer. Brandenburg and AT&T shall each execute a blanket LOA with respect to customer requests so that prior proof of customer 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, AT&T may disconnect any network element being used by Brandenburg to provide service to that customer and may reuse such network elements or facilities to enable such other carrier to provide service to the customer. AT&T will notify Brandenburg that such a request has been processed but will not be required to notify Brandenburg in advance of such processing.
- 3.2.1 Neither Party shall prevent or delay a customer from migrating to another carrier because of unpaid bills, denied service, or contract terms.

- 3.2.2 Use of Facilities. When a customer of Brandenburg elects to discontinue service and to transfer service to another local exchange carrier, including AT&T, AT&T shall have the right to reuse the facilities provided to Brandenburg, regardless whether those facilities are provided as Network Elements or as part of a resold service, and regardless of whether the end user served with such facilities has paid all charges to Brandenburg or has been denied service for nonpayment or otherwise. AT&T will notify Brandenburg 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 nation-wide (50 states) contact numbers for the purpose of ordering, provisioning and maintenance of services. Contact numbers for maintenance/repair of services shall be staffed twenty-four (24) hours per day, seven (7) days per week. AT&T will close trouble tickets after making a reasonable effort to contact Brandenburg for authorization to close a ticket. AT&T will place trouble tickets in delayed maintenance status after making a reasonable effort to contact Brandenburg to request additional information or to request authorization for additional work deemed necessary by AT&T.
- 3.4 Subscription Functions. In cases where AT&T performs subscription functions for an IXC (i.e., PIC and LPIC changes via Customer Account Record Exchange (CARE)), AT&T will in all possible instances provide the affected IXCs with the OCN of the local provider for the purpose of obtaining customer billing account and other customer information required under subscription requirements.
- 3.4.1 When Brandenburg's customer, served by resale or loop and port combinations, changes its PIC or LPIC, and per AT&T's FCC or state tariff the interexchange carrier elects to charge the customer the PIC or LPIC change charge, AT&T will bill the PIC or LPIC change charge to Brandenburg, which has the billing relationship with that customer, and Brandenburg may pass such charge to the customer.

Attachment 7

Billing

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BILLING**1. Payment and Billing Arrangements**

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

- 1.1 AT&T 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 Brandenburg under this Agreement. AT&T will use its best efforts to format bills in CABS Billing Output Specification (CBOS) standard format. AT&T's billing format may change in accordance with applicable industry standards; provided, however, that AT&T may, in some instances, not apply CBOS standard format for certain types of billing for certain products and services. Billing in a format other than CBOS shall not be the basis of any Brandenburg dispute or withholding of payment.
- 1.1.1 For any service(s) AT&T receives from Brandenburg, Brandenburg shall bill AT&T 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 AT&T.
- 1.1.3 AT&T will render bills each month on established bill days for each of Brandenburg'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 AT&T's Non-Regulated Services Pricing List N6.
- 1.1.4 AT&T will bill Brandenburg 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 customer account level, including, if applicable, any charge for usage or usage allowances. AT&T will also bill Brandenburg, and Brandenburg will be responsible for and remit to AT&T, all charges applicable to said services including but not limited to 911 and E911 charges, EUCL charges, federal subscriber line charges, telecommunications relay charges, and franchise fees, unless otherwise ordered by a Commission.
- 1.1.5 AT&T will not perform billing and collection services for Brandenburg as a result of the execution of this Agreement.
- 1.2 Establishing Accounts and Subsequent State Certifications. After submitting a credit profile and deposit, if required, and after receiving certification as a local exchange carrier from the appropriate Commission, Brandenburg will provide the appropriate AT&T Senior Carriers Accounts Manager responsible for new CLEC activation, the necessary documentation to enable AT&T to establish accounts for Local Interconnection, Network Elements and Other Services and/or resold services. Such documentation shall include the Application for Master Account, if applicable, proof of

authority to provide Telecommunications Services, the appropriate OCN for each state as assigned by the NECA, CIC, if applicable, ACNA, if applicable, AT&T's blanket form LOA, Misdirected Number form, and a tax exemption certificate, if applicable. Notwithstanding anything to the contrary in this Agreement, Brandenburg may not order services under a new account and/or subsequent state certification, established in accordance with this Section until thirty (30) days after all information specified in this Section is received from Brandenburg.

- 1.2.1 ACNAs. Brandenburg shall provide AT&T with documentation from Telcordia identifying the ACNA assigned to it by Telcordia (as applicable) in the same legal name as reflected in the preamble to this Agreement. Such ACNA will be used by Brandenburg to order services pursuant to this Agreement and will not be shared by Brandenburg with another entity.
- 1.2.2 Company Identifiers. If Brandenburg needs to change, add to, eliminate or convert its OCN(s), ACNAs and other identifying codes (collectively "Company Identifiers") under which it operates when Brandenburg has already been conducting business utilizing those Company Identifiers, Brandenburg shall follow the Mergers and Acquisitions Process as described on AT&T's Wholesale – Southeast Region Web site, and shall be subject to separately negotiated rates, terms and conditions.
- 1.2.3 Tax Exemption. It is the responsibility of Brandenburg to provide AT&T with a properly completed tax exemption certificate in the current version of the form customarily used by AT&T and at intervals required by the appropriate taxing authorities or reasonably requested by AT&T. A tax exemption certificate must be supplied for each individual Brandenburg entity purchasing Services under this Agreement. Upon AT&T's receipt of a properly completed tax exemption certificate, subsequent billings to Brandenburg will not include those taxes or fees from which Brandenburg is exempt. Prior to receipt of a properly completed exemption certificate, AT&T shall bill, and Brandenburg shall pay all applicable taxes and fees. In the event that Brandenburg believes that it is entitled to an exemption from and refund of taxes with respect to the amount billed prior to AT&T's receipt of a properly completed exemption certificate, AT&T shall assign to Brandenburg its rights to claim a refund of such taxes. If applicable law prohibits the assignment of tax refund rights or requires the claim for refund of such taxes to be filed by AT&T, AT&T shall, after receiving a written request from Brandenburg and at Brandenburg's sole expense, pursue such refund claim on behalf of Brandenburg, provided that Brandenburg promptly reimburses AT&T for any costs and expenses incurred by AT&T in pursuing such refund claim; and, provided further, that AT&T shall have the right to deduct any such outstanding costs and expenses from the amount of any refund obtained prior to remitting such refund to Brandenburg or to deduct any such outstanding costs and expenses from any amounts owed by AT&T to Brandenburg if no refund is obtained. Brandenburg shall be solely responsible for the computation, tracking, reporting and payment of all taxes and fees associated with the services provided by Brandenburg to its customers.
- 1.3 Deposit Policy. Prior to the inauguration of service or, thereafter, upon AT&T's request, Brandenburg shall complete the AT&T Credit Profile (AT&T form) and provide information to AT&T regarding Brandenburg's credit and financial condition. Based on AT&T's analysis of the AT&T Credit Profile and other relevant information regarding Brandenburg's credit and financial condition, AT&T reserves the right to require Brandenburg to provide AT&T with a suitable form of security deposit for Brandenburg's account(s). If, in AT&T's sole discretion, circumstances so warrant and/or Brandenburg's gross monthly billing has increased, AT&T reserves the right to request

additional security (or to require a security deposit if none was previously requested) and/or file a Uniform Commercial Code (UCC-1) security interest in Brandenburg's "accounts receivables and proceeds".

- 1.3.1 Security deposit shall take the form of cash, an irrevocable letter of credit (AT&T form), surety bond (AT&T form) or, in AT&T's sole discretion, some other form of security proposed by Brandenburg and accepted by AT&T. Any such security deposit shall in no way release Brandenburg from its obligation to make complete and timely payments of its bill(s). If AT&T requires Brandenburg to provide a security deposit, Brandenburg shall provide such security deposit prior to the inauguration of service or within fifteen (15) days of AT&T's request, as applicable. Security deposit request notices will be sent to Brandenburg via certified mail or overnight delivery. Such notice period will start the day after the deposit request notice is rendered by certified mail or overnight delivery. Interest on a cash security deposit shall accrue and be applied or refunded in accordance with the terms in AT&T's GSST.
- 1.3.2 Security deposits collected under this Section shall not exceed two (2) months' estimated billing for services pursuant to this Agreement. Estimated billings are calculated based upon the monthly average of the previous six (6) months current billings, if Brandenburg has received service from AT&T during such period at a level comparable to that anticipated to occur over the next six (6) months. If either Brandenburg or AT&T has reason to believe that the level of service to be received during the next six (6) months will be materially higher or lower than received in the previous six (6) months, Brandenburg and AT&T shall agree on a level of estimated billings based on all relevant information.
- 1.3.3 In the event Brandenburg fails to provide AT&T with a suitable form of security deposit or additional security deposit as required herein, defaults on its account(s), or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time required, service to Brandenburg may be Suspended, Discontinued or Terminated in accordance with the terms of Section 1.5 below. Upon Termination of services, AT&T shall apply any security deposit to Brandenburg's final bill for its account(s). If no bill is rendered to Brandenburg, AT&T shall, nevertheless, apply any security deposit to Brandenburg's outstanding balance.
- 1.3.3.1 At least seven (7) days prior to the expiration of any letter of credit provided by Brandenburg as security under this Agreement, Brandenburg shall renew such letter of credit or provide AT&T with evidence that Brandenburg has obtained a suitable replacement for the letter of credit. If Brandenburg fails to comply with the foregoing, AT&T shall thereafter be authorized, in its sole discretion, to draw down the full amount of such letter of credit and utilize the cash proceeds as security for Brandenburg accounts(s). If Brandenburg provides a security deposit or additional security deposit in the form of a surety bond as required herein, Brandenburg shall renew the surety bond or provide AT&T with evidence that Brandenburg has obtained a suitable replacement for the surety bond at least seven (7) days prior to the cancellation date of the surety bond. If Brandenburg fails to comply with the foregoing, AT&T shall thereafter be authorized, in its sole discretion, to take action on the surety bond and utilize the cash proceeds as security for Brandenburg's account(s). If the credit rating of any bonding company that has provided Brandenburg with a surety bond provided as security hereunder has fallen below B, AT&T will provide written notice to Brandenburg that Brandenburg must provide a replacement bond or other suitable security within fifteen (15) days of AT&T's written notice. If Brandenburg fails to comply

with the foregoing, AT&T shall thereafter be authorized, in its sole discretion, to take action on the surety bond and utilize the cash proceeds as security for Brandenburg's account(s).

Notwithstanding anything contained in this Agreement to the contrary, AT&T shall be authorized, in its sole discretion, to draw down the full amount of any letter of credit or take action on any surety bond provided by Brandenburg as security hereunder if Brandenburg defaults on its account(s) or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time, as required herein and apply the cash proceeds to any outstanding balance on Brandenburg's accounts and utilize any remaining cash proceeds as security for Brandenburg's account(s).

- 1.4 Payment Responsibility. Payment of all charges will be the responsibility of Brandenburg. Brandenburg shall pay invoices by utilizing wire transfer services or automatic clearing house services. Brandenburg shall make payment to AT&T for all services billed including disputed amounts. AT&T will not become involved in billing disputes that may arise between Brandenburg and Brandenburg's customer.
- 1.4.1 Payment Due. Payment for services provided by AT&T, including disputed charges, is due on or before the next bill date. Information required to apply payments must accompany the payment. The information must notify AT&T of Billing Account Numbers (BAN) paid; invoices paid and the amount to be applied to each BAN and invoice (Remittance Information). Payment is considered to have been made when the payment and Remittance Information are received by AT&T. If the Remittance Information is not received with payment, AT&T will be unable to apply amounts paid to Brandenburg's accounts. In such event, AT&T shall hold such funds until the Remittance Information is received. If AT&T does not receive the Remittance Information by the payment due date for any account(s), late payment charges shall apply.
- 1.4.1.1 Due Dates. If the payment due date falls on a Sunday or on a holiday that is observed on a Monday, the payment due date shall be the first non-holiday day following such Sunday or holiday. If the payment due date falls on a Saturday or on a holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-holiday day preceding such Saturday or holiday. If payment is not received by the payment due date, a late payment charge, as set forth in Section 1.4.1.2, below, shall apply.
- 1.4.1.2 Late Payment. If any portion of the payment is not received by AT&T on or before the payment due date as set forth above, or if any portion of the payment is received by AT&T in funds that are not immediately available to AT&T, then a late payment and/or interest charge shall be due to AT&T. The late payment and/or interest charge shall apply to the portion of the payment not received and shall be assessed as set forth in Section A2 of AT&T's GSST, Section B2 of the Private Line Service Tariff or Section E2 of the AT&T intrastate Access Services Tariff, or pursuant to the applicable state law as determined by AT&T. In addition to any applicable late payment and/or interest charges, Brandenburg may be charged a fee for all returned checks at the rate set forth in Section A2 of AT&T's GSST or pursuant to the applicable state law.
- 1.5 Discontinuing Service to Brandenburg. The procedures for discontinuing service to Brandenburg are as follows:

- 1.5.1 In order of severity, Suspend/Suspension, Discontinue/Discontinuance and Terminate/Termination are defined as follows for the purposes of this Attachment:
- 1.5.1.1 Suspend/Suspension is the temporary restriction of the billed Party's access to the ordering systems and/or access to the billed Party's ability to initiate PIC-related changes. In addition, during Suspension, pending orders may not be completed and orders for new service or changes to existing services may not be accepted.
- 1.5.1.2 Discontinue/Discontinuance is the denial of service by the billing Party to the billed Party that will result in the disruption and discontinuation of service to the billed Party's customers. Additionally, at the time of Discontinuance, AT&T will remove any Local Service Freezes in place on the billed Party's customers.
- 1.5.1.3 Terminate/Termination is the disconnection of service by the billing Party to the billed Party.
- 1.5.2 AT&T reserves the right to Suspend, Discontinue or Terminate service in the event of prohibited, unlawful or improper use of AT&T facilities or service, abuse of AT&T facilities, or any other violation or noncompliance by Brandenburg of the rules and regulations of AT&T's tariffs.
- 1.5.3 Suspension. If payment of amounts due as described herein is not received by the bill date in the month after the original bill date, or fifteen (15) days from the date of a deposit request in the case of security deposits, AT&T will provide written notice to Brandenburg that services will be Suspended if payment of such amounts, and all other amounts that become past due before Suspension, is not received by wire transfer, automatic clearing house or cashier's check in the manner set forth in Section 1.4.1 above, or in the case of a security deposit request, in the manner set forth in Section 1.3.1 above: (1) within seven (7) days following such notice for CABS billed services; (2) within fifteen (15) days following such notice for CRIS and IBS billed services; and (3) within seven (7) days following such notice for security deposit requests.
- 1.5.3.1 The Suspension notice shall also provide that all past due charges for CRIS and IBS billed services, and all other amounts that become past due for such services before Discontinuance, must be paid within thirty (30) days from the date of the Suspension notice to avoid Discontinuance of CRIS and IBS billed services.
- 1.5.3.2 For CABS billed services, AT&T will provide a Discontinuance notice that is separate from the Suspension notice, that all past due charges for CABS billed Services, and all other amounts that become past due for such services before Discontinuance, must be paid within thirty (30) days from the date of the Suspension notice to avoid Discontinuance of CABS billed services. This Discontinuance notice may be provided at the same time that AT&T provides the Suspension notice.
- 1.5.4 Discontinuance. If payment of amounts due as described herein is not received by the bill date in the month after the original bill date, AT&T will provide written notice that AT&T may discontinue the provision of existing services to Brandenburg if payment of such amounts, and all other amounts that become past due before Discontinuance, including requested security deposits, is not received by wire transfer, automatic clearing house or cashier's check in the manner set forth in Section 1.4.1 above or in the case of a deposit in accordance with Section 1.3.1 above, within thirty (30)

days following such written notice; provided, however, that AT&T may provide written notice that such existing services may be Discontinued within fifteen (15) days following such notice, subject to the criteria described in Section 1.5.4.1 below.

1.5.4.1 AT&T may take the action to Discontinue the provision of existing service upon fifteen (15) days from the day after AT&T provides written notice of such Discontinuance if (a) such notice is sent by certified mail or overnight delivery; (b) Brandenburg has not paid all amounts due pursuant to a subject bill(s), or has not provided adequate security pursuant to a deposit request; and (c) either:

(1) AT&T has sent the subject bill(s) to Brandenburg within seven (7) business days of the bill date(s), verifiable by records maintained by AT&T:

- i. in paper or CDROM form via the United States Postal Service (USPS), or
- ii. in magnetic tape form via overnight delivery, or
- iii. via electronic transmission; or

(2) AT&T has sent the subject bill(s) to Brandenburg, using one of the media described in (1) above, more than thirty (30) days before notice to Discontinue service has been rendered.

1.5.4.2 In the case of Discontinuance of services, all billed charges, as well as applicable disconnect charges, shall become due.

1.5.4.3 Brandenburg is solely responsible for notifying the customer of the Discontinuance of service. If, within seven (7) days after Brandenburg's services have been Discontinued, Brandenburg pays, by wire transfer, automatic clearing house or cashier's check, all past due charges, including late payment charges, outstanding security deposit request amounts if applicable and any applicable restoral charges as set forth in Section A4 of AT&T's GSST, then AT&T will reestablish service for Brandenburg.

1.5.5 Termination. If within seven (7) days after Brandenburg's service has been Discontinued and Brandenburg has failed to pay all past due charges as described above, then Brandenburg's service will be Terminated.

2. **Billing Disputes**

2.1 Brandenburg shall electronically submit all billing disputes to AT&T using the form specified by AT&T. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) days of the notification date. Within five (5) business days of AT&T's denial, or partial denial, of the billing dispute, if Brandenburg is not satisfied with AT&T's resolution of the billing dispute or if no response to the billing dispute has been received by Brandenburg by such sixtieth (60th) day, Brandenburg must pursue the escalation process as outlined in the Billing Dispute Escalation Matrix, set forth on AT&T's Wholesale – Southeast Region Web site, or the billing dispute shall be considered denied and closed. If, after escalation, the Parties are unable to reach resolution, then the aggrieved Party, if it elects to pursue the dispute shall pursue dispute resolution in accordance with General Terms and Conditions.

2.2 For purposes of this Section 2, a billing dispute means a reported dispute submitted pursuant to Section 2.1 above of a specific amount of money actually billed by AT&T within twelve (12) months of the submission of such dispute. Brandenburg agrees to not submit billing disputes for amounts billed more than twelve (12) months prior to submission of a billing dispute filed for amounts billed. The billing dispute must be clearly explained by Brandenburg and supported by written documentation, which clearly shows the basis for disputing charges. The determination as to whether the billing dispute is clearly explained or clearly shows the basis for disputing charges shall be within AT&T's sole reasonable discretion. Disputes that are not clearly explained or those that do not provide complete information may be rejected by AT&T. Claims by Brandenburg for damages of any kind will not be considered a billing dispute for purposes of this Section. If AT&T resolves the billing dispute, in whole or in part, in favor of Brandenburg, any credits and interest due to Brandenburg as a result thereof shall be applied to Brandenburg's account by AT&T upon resolution of the billing dispute.

3. **Non-InterCompany Settlements**

3.1 Direct Participants are Telecommunications carriers that exchange data directly with other Direct Participants via the Centralized Message Distribution System (CMDS) Data Center (Direct Participant) and may act as host companies (Host) for those Telecommunications carriers that do not exchange data directly via the CMDS Data Center.

3.2 The Non-InterCompany Settlements (NICS) is the national system administered by Telcordia that is used in the settlement of revenues for calls that are originated and billed by two (2) different local exchange carriers (LEC) within a single Direct Participant's territory to another for billing. NICS applies to calls involving another LEC where the Earning Company and the Billing Company are located within AT&T's Southeast Region 9-State.

3.3 In association with message distribution service, AT&T will provide Brandenburg with associated intercompany settlements reports as appropriate.

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

3.5 Intercompany Settlements Messages

3.5.1 Intercompany Settlements Messages facilitate the settlement of revenues associated with traffic originated from or billed by Brandenburg as a facilities based provider of local exchange Telecommunications Services.

3.5.2 AT&T will receive the monthly NICS reports from Telcordia on behalf of Brandenburg and will distribute copies of these reports to Brandenburg on a monthly basis.

3.5.3 Through NICS, AT&T will collect the revenue earned by Brandenburg within the AT&T Southeast Region 9-State from another LEC also within the AT&T Southeast Region 9-State where the messages are billed, less a per message billing and collection fee of five cents (\$0.05), on behalf of Brandenburg. AT&T will remit the revenue billed by Brandenburg within the AT&T Southeast

Region 9-State to the LEC also within the AT&T Southeast Region 9-State, where the messages originated, less a per message billing and collection fee of five cents (\$0.05). These two (2) amounts will be netted together by AT&T and the resulting charge or credit issued to Brandenburg via a CABS miscellaneous bill on a monthly basis in arrears.

3.5.4

AT&T and Brandenburg agree that monthly netted amounts of less than fifty dollars (\$50.00) will not be settled.

Attachment 8

Rights-of-Way, Conduits and Pole Attachments

Rights-of-Way, Conduits and Pole Attachments

AT&T will provide nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by AT&T pursuant to 47 U.S.C. § 224, as amended by the Act, pursuant to terms and conditions of a separate license agreement negotiated with AT&T.

Attachment 9
Service Quality Measurements

SERVICE QUALITY MEASUREMENTS

Upon a particular Commission's issuance of an order pertaining to Service Quality Measurements in a proceeding expressly applicable to all CLECs generally, AT&T shall implement in that state such Service Quality Measurements as of the date specified by the Commission. Service Quality Measurements that have been ordered in a particular state can currently be accessed via the internet at <http://pmap.wholesale.att.com>.

Attachment 10

AT&T Disaster Recovery Plan

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1.0 PURPOSE

In the unlikely event of a disaster occurring that affects AT&T's long-term ability to deliver traffic to a CLEC, general procedures have been developed by AT&T to hasten the recovery process in accordance with the Telecommunications Service Priority (TSP) Program established by the FCC to identify and prioritize telecommunication services that support national security or emergency preparedness (NS/EP) missions. A description of the TSP Program as it may be amended from time to time is available on AT&T's Wholesale – Southeast Region Web site. Since each location is different and could be affected by an assortment of potential problems, a detailed recovery plan is impractical. However, in the process of reviewing recovery activities for specific locations, some basic procedures emerge that appear to be common in most cases.

These general procedures should apply to any disaster that affects the delivery of traffic for an extended time period. Each CLEC will be given the same consideration during an outage, and service will be restored as quickly as possible.

This document will cover the basic recovery procedures that would apply to every CLEC.

2.0 SINGLE POINT OF CONTACT

When a problem is experienced, regardless of the severity, the AT&T Network Management Center (NMC) will observe traffic anomalies and begin monitoring the situation. Controls will be appropriately applied to insure the sanity of AT&T's network; and, in the event that a switch or facility node is lost, the NMC will attempt to circumvent the failure using available reroutes.

AT&T's NMC will remain in control of the restoration efforts until the problem has been identified as being a long-term outage. At that time, the NMC will contact AT&T's ECC and relinquish control of the recovery efforts. Even though the ECC may take charge of the situation, the NMC will continue to monitor the circumstances and restore traffic as soon as damaged network elements are revitalized.

The telephone number for the AT&T Network Management Center in Atlanta, as published in Telcordia's National Network Management Directory, is 404-321-2516.

3.0 IDENTIFYING THE PROBLEM

During the early stages of problem detection, the NMC will be able to tell which CLECs are affected by the catastrophe. Further analysis and/or first hand observation will determine if the disaster has affected CLEC equipment only, AT&T equipment only or a combination. The initial restoration activity will be largely determined by the equipment that is affected.

Once the nature of the disaster is determined and after verifying the cause of the problem, the NMC will initiate reroutes and/or transfers that are jointly agreed upon by the affected CLECs' Network Management Center and the AT&T NMC. The type and percentage of controls used will depend upon available network capacity. Controls necessary to stabilize the situation will be invoked and the NMC will attempt to re-establish as much traffic as possible.

For long-term outages, recovery efforts will be coordinated by the ECC. Traffic controls will continue to be applied by the NMC until facilities are re-established. As equipment is made available for service, the ECC will instruct the NMC to begin removing the controls and allow traffic to resume.

3.1 SITE CONTROL

In the total loss of building use scenario, what likely exists will be a smoking pile of rubble. This rubble will contain many components that could be dangerous. It could also contain any personnel on the premises at the time of the disaster. For these reasons, the local fire marshal with the assistance of the police will control the site until the building is no longer a threat to surrounding properties and the companies have secured the site from the general public.

During this time, the majority owner of the building should be arranging for a demolition contractor to mobilize to the site with the primary objective of reaching the cable entrance facility for a damage assessment. The results of this assessment would then dictate immediate plans for restoration, both short term and permanent.

In a less catastrophic event, i.e., the building is still standing and the cable entrance facility is usable, the situation is more complex. The site will initially be controlled by local authorities until the threat to adjacent property has diminished. Once the site is returned to the control of the companies, the following events should occur.

An initial assessment of the main building infrastructure systems (mechanical, electrical, fire and life safety, elevators, and others) will establish building needs. Once these needs are determined, the majority owner should lead the building restoration efforts. There may be situations where the site will not be totally restored within the confines of the building. The companies must individually determine their needs and jointly assess the cost of permanent restoration to determine the overall plan of action.

Multiple restoration trailers from each company will result in the need for designated space and installation order. This layout and control is required to maximize the amount of restoration equipment that can be placed at the site, and the priority of placements.

Care must be taken in this planning to ensure other restoration efforts have logistical access to the building. Major components of telephone and building equipment will need to be removed and replaced. A priority for this equipment must also be jointly established to facilitate overall site restoration. (Example: If the AC switchgear has sustained damage, this would be of the highest priority in order to regain power, lighting, and HVAC throughout the building.)

If the site will not accommodate the required restoration equipment, the companies would then need to quickly arrange with local authorities for street closures, rights of way or other possible options available.

3.2 ENVIRONMENTAL CONCERNS

In the worse case scenario, many environmental concerns must be addressed. Along with the police and fire marshal, the state environmental protection department will be on site to monitor the situation.

Items to be concerned with in a large central office building could include:

1. Emergency engine fuel supply. Damage to the standby equipment and the fuel handling equipment could have created "spill" conditions that have to be handled within state and federal regulations.
2. Asbestos-containing materials that may be spread throughout the wreckage. Asbestos could be in many components of building, electrical, mechanical, outside plant distribution, and telephone systems.
3. Lead and acid. These materials could be present in potentially large quantities depending upon the extent of damage to the power room.
4. Mercury and other regulated compounds resident in telephone equipment.
5. Other compounds produced by the fire or heat.

Once a total loss event occurs at a large site, local authorities will control immediate clean up (water placed on the wreckage by the fire department) and site access.

At some point, the companies will become involved with local authorities in the overall planning associated with site clean up and restoration. Depending on the clean up approach taken, delays in the restoration of several hours to several days may occur.

In a less severe disaster, items listed above are more defined and can be addressed individually depending on the damage.

In each case, the majority owner should coordinate building and environmental restoration as well as maintain proper planning and site control.

4.0 THE ECC

The ECC is located in the Midtown 1 Building in Atlanta, Georgia. During an emergency, the ECC staff will convene a group of pre-selected experts to inventory the damage and initiate corrective actions. These experts have regional access to AT&T's personnel and equipment and will assume control of the restoration activity anywhere in the nine-state area.

In the past, the ECC has been involved with restoration activities resulting from hurricanes, ice storms and floods. They have demonstrated their capabilities during these calamities as well as during outages caused by human error or equipment failures. This group has an excellent record of restoring service as quickly as possible.

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

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

5.0 RECOVERY PROCEDURES

The nature and severity of any disaster will influence the recovery procedures. One crucial factor in determining how AT&T will proceed with restoration is whether or not AT&T's equipment is incapacitated. Regardless of whose equipment is out of service, AT&T will move as quickly as possible to aid with service recovery; however, the approach that will be taken may differ depending upon the location of the problem.

5.1 CLEC OUTAGE

For a problem limited to one CLEC (or a building with multiple CLECs), AT&T has several options available for restoring service quickly. For those CLECs that have agreements with other CLECs, AT&T can immediately start directing traffic to a provisional CLEC for completion. This alternative is dependent upon AT&T having concurrence from the affected CLECs.

Whether or not the affected CLECs have requested a traffic transfer to another CLEC will not impact AT&T's resolve to re-establish traffic to the original destination as quickly as possible.

5.2 AT&T OUTAGE

Because AT&T's equipment has varying degrees of impact on the service provided to the CLECs, restoring service from damaged AT&T equipment is different. The outage will probably impact a number of Carriers simultaneously. However, the ECC will be able to initiate immediate actions to correct the problem.

A disaster involving any of AT&T's equipment locations could impact the CLECs, some more than others. A disaster at a Central Office (CO) would only impact the delivery of traffic to and from that one location, but the incident could affect many Carriers. If the CO is a Serving Wire Center (SWC), then traffic from the entire area to those Carriers served from that switch would also be impacted. If the switch functions as an Access Tandem, or there is a tandem in the building, traffic from every CO to every CLEC could be interrupted. A disaster that destroys a facility hub could disrupt various traffic flows, even though the switching equipment may be unaffected.

The NMC would be the first group to observe a problem involving AT&T's equipment. Shortly after a disaster, the NMC will begin applying controls and finding re-routes for the completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from the CLECs involved. In some cases, changes in translations will be required. If the outage is caused by the destruction of equipment, then the ECC will assume control of the restoration.

5.2.1 Loss of a CO

When AT&T loses a CO, the ECC will

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and/or functions are lost;
- c) *Move containerized emergency equipment and facility equipment to the stricken area, if necessary;*
- d) Begin reconnecting service on a parity basis for Hospitals, Police and other emergency agencies or customers served by AT&T or CLEC in accordance with the TSP priority restoration coding scheme entered in the AT&T Maintenance database prior to the emergency.

5.2.2 Loss of a CO with SWC Functions

The loss of a CO that also serves as a SWC will be restored as described in Section 5.2.1.

5.2.3 Loss of a CO with Tandem Functions

When AT&T loses a CO building that serves as an Access Tandem and as a SWC, the ECC will

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and/or functions are lost;
- c) *Move containerized emergency equipment and facility equipment to the stricken area, if necessary;*
- d) Begin reconnecting service on a parity basis for Hospitals, Police and other emergency agencies or customers served by AT&T or CLEC in accordance with the TSP priority restoration coding scheme entered in the AT&T Maintenance database prior to the emergency;
- e) Re-direct as much traffic as possible to the alternate access tandem (if available) for delivery to those CLECs utilizing a different location as a SWC;
- f) Begin aggregating traffic to a location near the damaged building. From this location, begin re-establishing trunk groups to the CLECs for the delivery of traffic normally found on the *direct trunk groups*. (This aggregation point may be the alternate access tandem location or another CO on a primary facility route.)

within sixty (60) business days of receipt of Brandenburg's accurate BFR application for a new or modified Network Element, interconnection option or service option not ordered by the FCC or Commission or not operational at the time of the request. The firm nonrecurring rate will not include any of the Development Rate or the complex request evaluation fee, if required, in the calculation of this rate. Such firm price quote shall not exceed the estimate provided with the preliminary analysis by more than twenty-five percent (25%).

- 1.10 Brandenburg shall have thirty (30) business days from receipt of firm price quote to accept or deny the firm price quote and submit any additional Development or nonrecurring rates quoted in the firm price quote.
- 1.11 Unless Brandenburg agrees otherwise, all prices shall be consistent with the applicable pricing principles and provisions of the Act.
- 1.12 If Brandenburg believes that AT&T's firm price quote is not consistent with the requirements of the Act, either Party may seek dispute resolution in accordance with the dispute resolution provisions set forth in General Terms and Conditions.
- 1.13 Upon agreement to the rates, terms and conditions of a BFR, the Parties shall negotiate in good faith an amendment to this Agreement.

2 New Business Request

- 2.1 Brandenburg also shall be permitted to request the development of new or modified facilities or service options which may not be required by the Act. Procedures applicable to requesting the addition of such elements, services and options are specified in this Attachment. A NBR is to be used by Brandenburg to make a request of AT&T for a new or modified feature or capability of an existing product or service, a new product or service that is not deployed within the AT&T network or operations and business support systems, or a new or modified service option that was not previously included in this Agreement (Requested NBR Services) and is not required by the Act.
- 2.2 An NBR shall be submitted in writing by Brandenburg and shall specifically identify the requested service date, technical requirements, space requirements and/or such specifications that clearly define the request such that AT&T has sufficient information to analyze and prepare a response. The request shall be sent to Brandenburg's designated AT&T Sales contact or Senior Carrier Accounts Carrier.
- 2.3 Within two (2) business days of receipt of an NBR, AT&T shall acknowledge in writing its receipt and identify a single point of contact responsible for responding to the NBR and shall request any additional information needed to process the request to the extent known at that time. Notwithstanding the foregoing, AT&T may reasonably request additional information from Brandenburg at any time during the processing of the NBR.
- 2.4 If the preliminary analysis of the requested NBR is not of such complexity that it will cause AT&T to expend extraordinary resources to evaluate the NBR, within thirty (30) business days of its receipt of the NBR, AT&T shall respond to Brandenburg by providing a

preliminary analysis of such Requested NBR Services that are the subject of the NBR. The preliminary analysis shall either confirm that AT&T will offer access to the Requested NBR Services or confirm that AT&T will not offer the Requested NBR Services.

- 2.5 If the preliminary analysis states that AT&T will offer the Requested NBR Services, the preliminary analysis will include an estimate of the Development Rate including a general breakdown of costs and the date the request can be met. If AT&T cannot provide the Requested NBR Service by the requested date, it shall provide an alternative proposed date together with a detailed explanation as to why AT&T is not able to meet Brandenburg's requested date.
- 2.6 If AT&T determines that the preliminary analysis of the requested NBR is of such complexity that it will cause AT&T to expend extraordinary resources to evaluate the NBR, AT&T shall notify Brandenburg within ten (10) business days of AT&T's notice that a complex request evaluation fee is required prior to the evaluation of the NBR. Such fee shall be limited to AT&T's extraordinary expenses directly related to the complex request. If Brandenburg accepts the complex request evaluation fee amount proposed by AT&T, Brandenburg shall submit such complex request evaluation fee within thirty (30) business days of AT&T's notice that a complex request evaluation fee is required.
- 2.7 Within thirty (30) business days of AT&T's receipt of the complex request evaluation fee, AT&T shall respond to Brandenburg by providing a preliminary analysis of such Requested NBR Services.
- 2.8 Brandenburg may cancel an NBR at any time. If Brandenburg cancels the request more than ten (10) business days after submitting it, Brandenburg shall pay AT&T's reasonable and demonstrable costs of processing and/or implementing the NBR up to the date of cancellation in addition to any fee submitted in accordance with Section 1.6 above.
- 2.9 Brandenburg will have thirty (30) business days from receipt of the preliminary analysis to accept the preliminary analysis or cancel the NBR. If Brandenburg fails to respond within this thirty (30) business day period, the NBR will be deemed cancelled.
- 2.10 Acceptance of the preliminary analysis must be in writing and accompanied by the estimated Development Rate for the Requested NBR Services quoted in the preliminary analysis.
- 2.11 AT&T shall propose a firm price quote including the firm Development Rate, the firm nonrecurring rate, and the firm recurring rate, and a detailed implementation plan within ten (10) business days of receipt of Brandenburg's accurate NBR application for a Requested NBR Service that is operational at the time of the request and within sixty (60) business days of receipt of Brandenburg's accurate NBR application for the Requested NBR Services not operational at the time of the request. The firm nonrecurring rate will not include any of the Development Rate or the complex request evaluation fee, if required, in the calculation of this rate. Such firm price quote shall not exceed the estimate provided with the preliminary analysis by more than twenty-five percent (25%).

- 2.12 Brandenburg shall have thirty (30) business days from receipt of the firm price quote to accept or deny the firm price quote and submit any additional nonrecurring, non-refundable fees quoted in the firm price quote. If the firm price quote is less than the preliminary analysis' estimate of the Development Rate, AT&T will credit Brandenburg's account for the difference.
- 2.13 Upon agreement to the rates, terms and conditions of a NBR, an amendment to this Agreement, or a separate agreement, may be required and the Parties shall negotiate such agreement or amendment in good faith.