

ORIGINAL

BELLSOUTH

BellSouth Telecommunications, Inc.
Regulatory & External Affairs
150 South Monroe Street
Suite 400
Tallahassee, FL 32301-1556

marshall.criser@bellsouth.com

Marshall M. Criser III
Vice President
Regulatory & External Affairs

840 224 7798
Fax 850 224 5073

RECEIVED 1:50
MAR -3 PM 4:32
COMMISSION
CLERK

March 3, 2004

Mrs. Blanca S. Bayo
Director, Division of Commission Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399

040195 - TP

Re: Approval of Amendment to the Interconnection Agreement between BellSouth Telecommunications, Inc. ("BellSouth") and Focal Communications Corporation of Florida

Dear Mrs. Bayo:

Please find enclosed for filing and approval, an original and two copies of BellSouth Telecommunications, Inc.'s Amendment to Interconnection Agreement with Focal Communications Corporation of Florida.

If you have any questions, please do not hesitate to call Robyn Holland at (850) 222-9380.

Very truly yours,

Marshall M. Criser III
Regulatory Vice President (K#)

RECEIVED & FILED
EVN
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE
03151 MAR-3 08
FPSC-COMMISSION CLERK

**AMENDMENT
TO THE
AGREEMENT BETWEEN
FOCAL COMMUNICATIONS CORPORATION OF FLORIDA AND FOCAL
COMMUNICATIONS CORPORATION OF GEORGIA
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED FEBRUARY 22, 2001**

Pursuant to this Amendment, (the "Amendment"), Focal Communications of Florida and Focal Communications of Georgia (collectively, "Focal Communications"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated October 22, 2001, ("Agreement").

WHEREAS, BellSouth and Focal Communications entered into the Agreement on October 22, 2001, and;

WHEREAS, BellSouth and Focal Communications have entered into good faith negotiations pursuant to the Act to renegotiate an interconnection agreement ("New Interconnection Agreement") to replace the existing Interconnection Agreement between the Parties, which expires June 29, 2003; and,

WHEREAS, BellSouth and Focal Communications desire to extend the termination date of the Interconnection Agreement;

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Item 3 of the Adoption Agreement is deleted in its entirety and replaced with the following Item 3 as set forth below:

3. Term of the Agreement

3.1 The term of this Agreement shall be from February 22, 2001 to December 29, 2003 and shall apply to the BellSouth territory in the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee. Notwithstanding any prior agreement of the Parties, the rates,

terms and conditions of this Agreement shall not be applied retroactively prior to the Effective Date.

- 3.2 The Parties agree that by no earlier than two hundred seventy (270) days and no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations for a new agreement to be effective beginning on the expiration date of this Agreement (Subsequent Agreement).
- 3.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 3.2 above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the Commission to establish appropriate terms, conditions and prices for the Subsequent Agreement pursuant to 47 U.S.C. 252.
- 3.4 If, as of the expiration of this Agreement, a Subsequent Agreement has not been executed by the Parties, this Agreement shall terminate. Upon termination of this Agreement, BellSouth shall continue to offer services to Focal Communications pursuant to the terms, conditions and rates set forth in BellSouth's then current standard interconnection agreement. In the event that BellSouth's standard interconnection agreement becomes effective as between the Parties, the Parties may continue to negotiate a Subsequent Agreement or arbitrate disputed issues to reach a Subsequent Agreement as set forth in Section 3.3 above, and the terms of such Subsequent Agreement shall be effective as of the effective date as stated in the Subsequent Agreement.

2. The Parties agree to remove Attachment 4-Collocation and Exhibit A-Rates and Exhibit B-Environmental to Attachment 4-Collocation and replace with a new Attachment 4-Collocation and Exhibit A-Environmental and Exhibit B-Rates as set forth in Exhibit 1 of this Amendment attached hereto and incorporated herein by this reference.

3. The Parties agree to add additional interconnection compensation rates for the period from June 30, 2003 to December 29, 2003 to Exhibit A of Attachment 3 of the Agreement with the new rates attached hereto as Exhibit 2 of this Amendment attached hereto and incorporated herein by this reference.

4. All of the other provisions of the Agreement, dated October 22, 2001, shall remain in full force and effect.

5. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

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

BellSouth Telecommunications, Inc.

Focal Communications Corporation

By: EA Skruski

By: [Signature]

Name: Elizabeth R. A. Skruski

Name: M JAY SINDER

Title: Director

Title: EVP & CFO

Date: 5/16/03

Date: 5/15/03

Attachment 4

Physical Collocation

BELLSOUTH
PHYSICAL COLLOCATION

1. Scope of Attachment

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

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

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

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

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

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

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

- 1.4 Space Reclamation. In the event of space exhaust within a Premises, BellSouth may include in its documentation for the Petition for Waiver filed with the Commission, any unutilized space in the Premises. Focal Communications will be responsible for the justification of unutilized space within its Collocation Space, if the Commission requires such justification.
- 1.5 Use of Space. Focal Communications shall use the Collocation Space for the purposes of installing, maintaining and operating Focal Communications's equipment (to include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities or for accessing BellSouth unbundled network elements for the provision of telecommunications services, as specifically set forth in this Agreement. The Collocation Space assigned to Focal Communications may not be used for any purposes other than as specifically described herein or in any amendment hereto.
- 1.6 Rates and Charges. Focal Communications agrees to pay the rates and charges identified in Exhibit B attached hereto.
- 1.7 If any due date contained in this Attachment falls on a weekend or National holiday, the due date will be the next business day thereafter. For intervals of ten (10) calendar days or less, National holidays will be excluded.
- 1.8 The Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.
2. **Space Availability Report**
 - 2.1 Space Availability Report. Upon request from Focal Communications and at the Focal Communications's expense, BellSouth will provide a written report (Space Availability Report) describing in detail the space that is available for collocation at a particular Premises. This report will include the amount of Collocation Space available at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report on the Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the Premises for which the Space Availability Report was requested by Focal Communications.

- 2.1.1 The request from Focal Communications for a Space Availability Report must be in writing and include the Premises street address, as identified in the Local Exchange Routing Guide (LERG) and Common Language Location Identification (CLLI) code of the Premises. CLLI code information is located in the National Exchange Carrier Association (NECA) Tariff FCC No. 4.
- 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Premises within ten (10) calendar days of the receipt of such a request. BellSouth will make its best efforts to respond in ten (10) calendar days to a Space Availability Report request when the request includes from two (2) to five (5) Premises within the same state. The response time for Space Availability Report requests of more than five (5) Premises shall be negotiated between the Parties. If BellSouth cannot meet the ten (10) calendar day response time, BellSouth shall notify Focal Communications and inform Focal Communications of the timeframe under which it can respond.

3. Collocation Options

- 3.1 Cageless. BellSouth shall allow Focal Communications to collocate Focal Communications's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow Focal Communications to have direct access to Focal Communications's equipment and facilities in accordance with Section 5.9. BellSouth shall make cageless collocation available in single bay increments. Except where Focal Communications's equipment requires special technical considerations (e.g., special cable racking or isolated ground plane), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, Focal Communications must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment.
- 3.2 Caged. At Focal Communications's expense, Focal Communications will arrange with a Supplier certified by BellSouth (BellSouth Certified Supplier) to construct a collocation arrangement enclosure in accordance with BellSouth's Technical References (TRs) (Specifications) prior to starting equipment installation. BellSouth will provide Specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's enclosure Specifications, Focal Communications and Focal Communications's BellSouth Certified Supplier must comply with the more stringent local building code requirements. Focal Communications's BellSouth Certified Supplier shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with Focal Communications and provide, at Focal Communications's expense, the documentation, including existing building architectural drawings, enclosure drawings, and Specifications required and necessary for Focal Communications's BellSouth Certified Supplier to obtain the zoning, permits

and/or other licenses. Focal Communications's BellSouth Certified Supplier shall bill Focal Communications directly for all work performed for Focal Communications pursuant to this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by Focal Communications's BellSouth Certified Supplier. Focal Communications must provide the local BellSouth Central Office building contact with two Access Keys that will allow entry into the locked enclosure. Except in the case of an emergency, BellSouth will not access Focal Communications's locked enclosure prior to notifying Focal Communications at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to the Collocation Space is required. Upon request, BellSouth shall construct the enclosure for Focal Communications.

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

- 3.3 Shared Caged Collocation. Focal Communications may allow other telecommunications carriers to share Focal Communications's caged collocation arrangement, pursuant to the terms and conditions agreed to by Focal Communications (Host) and the other telecommunications carriers (Guests) pursuant to this Section, except where the Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option to Focal Communications. BellSouth shall be notified in writing by Focal Communications upon the execution of any agreement between the Host and its Guest(s) within ten (10) calendar days of its execution and prior to the submission of any Firm Orders. Further, such notification shall include the name of the Guest(s), the term of the agreement, and a certification by Focal Communications that said agreement imposes

upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Attachment between BellSouth and Focal Communications.

- 3.3.1 Focal Communications, as the Host, shall be the sole interface and responsible Party to BellSouth for the assessment and billing of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest(s), its employees and agents. BellSouth shall provide Focal Communications with a proration of the costs of the Collocation Space based on the number of collocators and the space used by each, with a minimum charge of one (1) bay/rack per Host/Guest. In all states other than Florida, and in addition to the above, Focal Communications shall be the responsible party to BellSouth for the purpose of submitting applications for initial and additional equipment placement for the Guest(s). In Florida, the Guest(s) may submit its own initial and additional equipment placement applications using the Host's Access Carrier Name Abbreviation (ACNA). A separate Guest application shall result in the assessment of an Initial Application Fee or a Subsequent Application Fee, as set forth in Exhibit B, which will be billed to the Host on the date that BellSouth provides its written response to the Guest(s) Bona Fide Application (Application Response).
- 3.3.2 Notwithstanding the foregoing, the Guest(s) may submit service orders directly to BellSouth to request the provisioning of interconnecting facilities between BellSouth and the Guest(s), the provisioning of services, and access to unbundled network elements. The bill for these interconnecting facilities, services and access to UNEs will be charged to the Guest(s) pursuant to the applicable Tariff or the Guest's Interconnection Agreement with BellSouth.
- 3.3.3 Focal Communications shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of Focal Communications's Guest(s) in the Collocation Space, except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.
- 3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit an adjacent collocation arrangement (Adjacent Arrangement) on Premises' property only when space within the Premises is legitimately exhausted and where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Premises' property. An Adjacent Arrangement shall be constructed or procured by Focal Communications and must be in conformance with BellSouth's design and construction Specifications. Further, Focal Communications shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the rates, terms and conditions set forth in this Attachment.
- 3.4.1 If Focal Communications requests Adjacent Collocation, pursuant to the conditions stated in 3.4 above, Focal Communications must arrange with a BellSouth Certified Supplier to construct the Adjacent Arrangement structure in accordance with BellSouth's Specifications. BellSouth will provide Specifications upon request.

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

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

3.4.3 Focal Communications shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning (HVAC), lighting, and all of the facilities that are required to connect the structure (i.e., racking, conduits, etc.) to the BellSouth point of demarcation. At Focal Communications's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities, subject to the same nondiscriminatory requirements as those applicable to any other physical collocation arrangement. In Alabama and Louisiana, BellSouth will provide DC power to Adjacent Collocation sites where technically feasible, as that term has been defined by the FCC subject to individual case basis pricing. Focal Communications's BellSouth Certified Supplier shall be responsible, at Focal Communications's sole expense, for filing and receiving any and all necessary zoning, permits and/or licenses for an Adjacent Arrangement. BellSouth shall allow Shared Caged Collocation within an Adjacent Arrangement, pursuant to the terms and conditions set forth in 3.3 above.

- 3.5 Co-Carrier Cross Connect (CCXC). The primary purpose of collocation is for a telecommunications carrier to interconnect with BellSouth's network or to access BellSouth's unbundled network elements for the provision of telecommunications services. BellSouth will permit Focal Communications to interconnect between its virtual or physical collocation arrangements and those of another collocated telecommunications carrier within the same Premises. Both Focal Communications's agreement and the other collocated telecommunications carrier's agreement must contain rates, terms and conditions for CCXC language. Focal Communications is prohibited from using the Collocation Space for the sole or primary purpose of cross connecting to other collocated telecommunications carriers.
- 3.5.1 Focal Communications must contract with a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned through facilities owned by Focal Communications. Such connections to other collocated telecommunications carriers may be made using either optical or electrical facilities. In cases where Focal Communications's equipment and the equipment of the other collocated telecommunications carrier are located in contiguous caged Collocation Spaces, Focal Communications may use its own technicians to install co-carrier cross connects using either electrical or optical facilities between the equipment of both collocated telecommunications carriers and construct a dedicated cable support structure between the two contiguous cages. Focal Communications shall deploy such optical or electrical connections directly between its own facilities and the facilities of another collocated telecommunications carrier without being routed through BellSouth's equipment. Focal Communications shall not provision CCXC on any BellSouth distribution frame, POT (Point of Termination) Bay, DSX (Digital System Cross-connect) or LGX (Light Guide Cross-connect). Focal Communications is responsible for ensuring the integrity of the signal.
- 3.5.2 Focal Communications shall be responsible for providing a letter of authorization (LOA), with the application, to BellSouth from the other collocated telecommunications carrier to which it will be cross-connecting. Focal Communications-provisioned CCXC shall utilize common cable support structure. There will be a recurring charge per linear foot, per cable, of common cable support structure used. In the case of two contiguous caged collocation arrangements, Focal Communications may use its own technicians to construct the dedicated support structure between the two collocation arrangements.
- 3.5.3 To order CCXCs, Focal Communications must submit an Initial Application or Subsequent Application to BellSouth. If no modification to the Collocation Space is requested other than the placement of CCXCs, the Subsequent Application Fee for CCXCs, as defined in Exhibit B, will apply. If modifications, in addition to the placement of CCXCs, are requested, the Initial Application or Subsequent Application Fee will apply. BellSouth will bill this nonrecurring fee on the date that it provides an Application Response to Focal Communications.

4. **Occupancy**

4.1 **Occupancy.** BellSouth will notify Focal Communications in writing when the Collocation Space is ready for occupancy (Space Ready Date). Focal Communications will schedule and complete an acceptance walkthrough of the Collocation Space with BellSouth within fifteen (15) calendar days of the Space Ready Date. BellSouth will correct any deviations in Focal Communications's original or jointly amended application requirements within seven (7) calendar days after the walkthrough, unless the Parties jointly agree upon a different time frame. BellSouth will also establish a new Space Ready Date. Another acceptance walkthrough will then be scheduled and conducted within fifteen (15) calendar days of the new Space Ready Date. This follow-up acceptance walkthrough will be limited to only those items identified in the initial walkthrough. If Focal Communications completes its acceptance walkthrough within the fifteen (15) calendar day interval, billing will begin upon the date of Focal Communications's acceptance of the Collocation Space (Space Acceptance Date). In the event that Focal Communications fails to complete an acceptance walkthrough within this fifteen (15) calendar day interval, the Collocation Space shall be deemed accepted by Focal Communications on the Space Ready Date and billing will commence from that date. If Focal Communications decides to occupy the space prior to the Space Ready Date, the date Focal Communications occupies the space becomes the new Space Acceptance Date and billing will begin from that date. Focal Communications must notify BellSouth in writing that collocation equipment installation is complete and operational with BellSouth's network. BellSouth may, at its discretion, refuse to accept orders for cross connects until it has received such notice. For the purposes of this paragraph, Focal Communications's telecommunications equipment will be deemed operational when it has been cross-connected to BellSouth's network for the purpose of provisioning telecommunication services to its customers.

4.2 **Termination of Occupancy.** In addition to any other provisions addressing termination of occupancy in this Agreement, Focal Communications may terminate occupancy in a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy. Such termination shall be effective upon BellSouth's acceptance of the Space Relinquishment Form. Billing for monthly recurring charges will cease on the date that Focal Communications and BellSouth conduct an inspection of the terminated space and jointly sign off on the Space Relinquishment Form or on the date that Focal Communications signs off on the Space Relinquishment Form and sends this form to BellSouth, if a subsequent inspection of the terminated space by BellSouth reveals no discrepancies. If the subsequent inspection by BellSouth does reveal discrepancies, billing will cease on the date that BellSouth and Focal Communications jointly conduct an inspection, which confirms that Focal Communications has corrected all of the noted discrepancies. A Subsequent Application Fee will not apply for the termination of occupancy. BellSouth may terminate Focal Communications's right to occupy the Collocation Space in the event that Focal Communications fails to comply with any provision of this Agreement, including the payment of the applicable fees.

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

5. Use of Collocation Space

- 5.1 Equipment Type. BellSouth permits the collocation of any equipment necessary for interconnection to BellSouth's network or access to BellSouth's unbundled network elements in the provision of telecommunications services, as the term "necessary" is defined by FCC 47 C.F.R. Section 51.323 (b). The primary purpose and function of any equipment collocated in a Premises must be for interconnection to BellSouth's network or access to BellSouth's unbundled network elements in the provision of telecommunications services.
- 5.1.1 Examples of equipment that would not be considered necessary include, but are not limited to: traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information

services, operations support system (OSS) equipment used to support collocated telecommunications carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to permit collocation of any equipment on a nondiscriminatory basis.

- 5.1.2 Such equipment must, at a minimum, meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in Telcordia Special Report SR-3580, Issue 1. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on Focal Communications's failure to comply with this Section.
- 5.1.3 Focal Communications shall not request more DS0, DS1, DS3 and optical terminations for a collocation arrangement than the total port or termination capacity of the equipment physically installed in the arrangement. The total capacity of the equipment collocated in the arrangement will include equipment contained in an application, as well as equipment already placed in the collocation arrangement. If full network termination capacity of the equipment being installed is not requested in the application, additional network terminations for the installed equipment will require the submission of another application. In the event Focal Communications submits an application for terminations that will exceed the total capacity of the collocated equipment, Focal Communications will be informed of the discrepancy by BellSouth and required to submit a revision to the application.
- 5.2 Focal Communications shall notify BellSouth whenever Focal Communications submits a Method of Procedure (MOP) adding equipment to Focal Communications's Collocation Space and shall provide to BellSouth a list of all UCC-1 lien holders or other entities that have a financial interest, secured or otherwise, in the equipment in Focal Communications's Collocation Space. Focal Communications shall submit a list of any lien holders or other entities that have a financial interest in the equipment that is collocated by Focal Communications to its RCM Representative.
- 5.3 Focal Communications 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 Premises.
- 5.4 Focal Communications shall place a plaque or affix other identification (e.g., stenciling) to Focal Communications's equipment, in order for BellSouth to identify Focal Communications's equipment, including a list of emergency contacts with telephone numbers.

- 5.5 Entrance Facilities. Focal Communications may elect to place Focal Communications-owned or Focal Communications-leased fiber entrance facilities into its Collocation Space. BellSouth will designate the point of interconnection in close proximity to the Premises building housing the Collocation Space, such as at an entrance manhole or a cable vault, which are physically accessible by both Parties. Focal Communications will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. Focal Communications will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced by BellSouth. The fire retardant riser cable will extend from the splice location to Focal Communications's equipment in the Collocation Space. In the event Focal Communications utilizes a non-metallic, riser-type entrance facility, a splice will not be required. Focal Communications must contact BellSouth for instructions prior to placing any entrance facility cable in the manhole. Focal Communications is responsible for maintenance of the entrance facilities. At Focal Communications's option, BellSouth will accommodate, where technically feasible, a microwave entrance facility, pursuant to separately negotiated terms and conditions. In the case of adjacent collocation, copper facilities may be used between the adjacent collocation arrangement and the central office demarcation point unless BellSouth determines that limited space is available for the placement of entrance facilities.
- 5.5.1 Dual Entrance Facilities. BellSouth will provide at least two interconnection points at each Premise where at least two such interconnection points are available and capacity exists. Upon receipt of a request by Focal Communications for dual entrance facilities to its physical Collocation Space, BellSouth shall provide Focal Communications with information regarding BellSouth's capacity to accommodate the requested dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose or for utilization within twelve (12) months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to Focal Communications's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance facilities are not available due to lack of capacity, BellSouth will provide this information to Focal Communications in the Application Response.
- 5.5.2 Shared Use. Focal Communications may utilize spare capacity on an existing interconnector's entrance facility for the purpose of providing an entrance facility to Focal Communications's collocation arrangement within the same Premises. BellSouth shall allow the splice, as long as the fiber is non-working fiber. Focal Communications must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from the other telecommunications carrier for BellSouth to perform the splice of the Focal Communications provided riser cable to the spare capacity on the entrance facility. If Focal Communications desires to allow another telecommunications carrier to use its entrance facilities, that telecommunications carrier must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from Focal Communications for BellSouth to perform the splice of

that telecommunications carrier's provided riser cable to the spare capacity on Focal Communications's entrance facility.

5.6 Demarcation Point. BellSouth will designate the point(s) of demarcation between Focal Communications's equipment and/or network and BellSouth's network. Each Party will be responsible for the maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame (CDF). Focal Communications shall be responsible for providing, and Focal Communications's BellSouth Certified Supplier shall be responsible for installing and properly labeling/stenciling the common block and any necessary cabling identified in Section 7 of this Attachment. For all other terminations, BellSouth shall designate a demarcation point on a per arrangement basis. Focal Communications or its agent must perform all required maintenance to the equipment/facilities on its side of the demarcation point, pursuant to Section 5.7, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests.

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

5.7 Focal Communications's Equipment and Facilities. Focal Communications, or if required by this Attachment, Focal Communications's BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by Focal Communications which must be performed in compliance with all applicable BellSouth Specifications. Such equipment and facilities may include, but are not limited to, cable(s), equipment, and point of termination connections. Focal Communications and its selected BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.

- 5.8 BellSouth's Access to Collocation Space. From time to time, BellSouth may require access to the Collocation Space. BellSouth retains the right to access Focal Communications's space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cabling). BellSouth will give notice to Focal Communications at least forty-eight (48) hours before access to the Collocation Space is required. Focal Communications may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that Focal Communications will not bear any of the expense associated with this type of work.
- 5.9 Access. Pursuant to Section 12, Focal Communications shall have access to its Collocation Space twenty-four (24) hours a day, seven (7) days a week. Focal Communications agrees to provide the name and social security number, date of birth, or driver's license number of each employee, supplier, or agent of Focal Communications or Focal Communications's Guests that will be provided with access keys or cards (Access Keys) prior to the issuance of said Access Keys, using form RF-2906-C, the "CLEC and CLEC Certified Supplier Access Request and Acknowledgement" form. Key acknowledgement forms, the "Collocation Acknowledgement Sheet" for access cards and the "Key Acknowledgement Form" for keys must be signed by Focal Communications and returned to BellSouth Access Management within fifteen (15) calendar days of Focal Communications's receipt. Failure to return these properly acknowledged forms will result in the holding of subsequent access key or card requests until the proper acknowledgement documents have been received by BellSouth and reflect current information. Access Keys may not be duplicated under any circumstances. Focal Communications agrees to be responsible for all Access Keys and for the return of all Access Keys in the possession of Focal Communications's employees, suppliers, Guests, or agents after termination of the employment relationship, the contractual obligation with Focal Communications ends, upon the termination of this Attachment, or upon the termination of occupancy of an individual collocation arrangement.
- 5.9.1 BellSouth will permit one accompanied site visit to Focal Communications's designated collocation arrangement location, after receipt of the BFFO without charge to Focal Communications. Focal Communications must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the Premises within a minimum of thirty (30) calendar days prior to the date Focal Communications desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, Focal Communications may submit a request for its one accompanied site visit to its designated collocation arrangement location at any time subsequent to BellSouth's receipt of the BFFO. In the event Focal Communications desires access to the Collocation Space after submitting such a request, but prior to the approval of its access request, in addition to the first accompanied free visit, BellSouth shall permit Focal Communications to access the Collocation Space accompanied by a security escort, at Focal Communications's expense. Focal Communications must request

escorted access to its designated collocation arrangement location at least three (3) business days prior to the date such access is desired.

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

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

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

5.11.2 For purposes of this Section, the term "significantly degrades" shall be defined as an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and Focal Communications fails to take curative action within forty-eight (48) hours, then BellSouth will establish

before the Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to Focal Communications or, if subsequently necessary, the Commission must be supported by BellSouth with specific and verifiable information. When BellSouth demonstrates that a certain technology deployed by Focal Communications is significantly degrading the performance of other advanced services or traditional voice band services, Focal Communications shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that it is acceptable for deployment under Section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology

- 5.12 Personalty and its Removal. Facilities and equipment placed by Focal Communications 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 Focal Communications at any time. Any damage caused to the Collocation Space by Focal Communications's employees, suppliers, agents or representatives during the removal of such property shall be promptly repaired by Focal Communications at its sole expense. If Focal Communications decides to remove equipment from its Collocation Space and the removal requires no physical change, BellSouth will bill Focal Communications a Supplemental Application Fee (Administrative Only Application Fee) as set forth in Exhibit B. This non-recurring fee will be billed on the date that BellSouth provides an Application Response.
- 5.13 Alterations. Under no condition shall Focal Communications or any person acting on behalf of Focal Communications 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 Premises, hereinafter referred to individually or collectively as "Augments", without the express written consent of BellSouth, which shall not be unreasonably withheld. The cost of any such Augment shall be paid by Focal Communications. Any such Augment shall require an application and will result in the assessment of an application fee, which will be billed by BellSouth on the date that BellSouth provides Focal Communications with an Application Response.
- 5.14 Janitorial Service. Focal Communications shall be responsible for the general upkeep of its Collocation Space. Focal Communications shall arrange directly with a BellSouth Certified Supplier for janitorial services applicable to Caged Collocation Space. BellSouth shall provide a list of such suppliers on a site-specific basis, upon request.

6. Ordering and Preparation of Collocation Space

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

6.2 Initial Application. For Focal Communications or Focal Communications's Guest(s) initial equipment placement, Focal Communications shall submit to BellSouth a Physical Expanded Interconnection Application Document (Initial Application). The Initial Application is considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the application are completed with the appropriate type of information. An application fee will apply to each application submitted by Focal Communications, which will be billed by BellSouth on the date that BellSouth provides Focal Communications with an Application Response.

6.3 Subsequent Application. In the event Focal Communications or Focal Communications's Guest(s) desires to modify the use of the Collocation Space after a BFFO, Focal Communications shall complete an application that contains all of the detailed information associated with an Augment to the Collocation Space, as defined in Section 5.13 of this Attachment (Subsequent Application). The Subsequent Application is considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the Subsequent Application are completed with the appropriate type of information associated with the Augment. BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by Focal Communications in the application. Such modifications to the Premises may include, but are not limited to: floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.

6.3.1 Subsequent Application Fee. The application fee paid by Focal Communications for its request for an Augment shall be dependent upon the level of assessment needed for the Augment requested. Where the Subsequent Application does not require assessment for provisioning or construction work but requires administrative costs by BellSouth, a Subsequent Application Fee (Administrative Only Application Fee) will be required as set forth in Exhibit B. This Administrative Only Application Fee will be applicable in instances such as Transfer of Ownership of the Collocation Space, Removal of Equipment from the Collocation Space, modification to an application prior to BFFO and V-to-P Conversion (In Place). The fee for a Subsequent Application where the Augment requested has limited effect (e.g., requires limited assessment but no capital expenditure by BellSouth as sufficient cable support structure, HVAC, power and terminations are available) shall be the Subsequent Application Fee as set forth in Exhibit B. If the modification requires capital

expenditure, an Initial Application Fee shall apply. This nonrecurring fee will be billed on the date that BellSouth provides Focal Communications with an Application Response.

- 6.4 Space Preferences. If Focal Communications has previously requested and received a Space Availability Report for the Premises, Focal Communications may submit up to three (3) space preferences on its application by identifying the specific space identification numbers referenced on the Space Availability Report for the space it is requesting. In the event BellSouth cannot accommodate the Focal Communications's preference(s), Focal Communications may accept the space allocated by BellSouth or cancel its application and submit another application requesting additional space preferences for the same central office. This application will be treated as a new application and an application fee will apply. The application fee will be billed by BellSouth on the date that BellSouth provides Focal Communications with an Application Response.
- 6.5 Space Availability Notification.
- 6.5.1 Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a requested Premises. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide, the items necessary to cause the application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify Focal Communications of the amount of space that is available and no application fee will apply. When BellSouth's response includes an amount of space less than that requested by Focal Communications or space that is configured differently, no application fee will apply. If Focal Communications decides to accept the available space, Focal Communications must resubmit its application to reflect the actual space available, including the configuration of the space, prior to submitting a BFFO. When Focal Communications resubmits its application, BellSouth will bill Focal Communications the appropriate application fee.
- 6.5.2 BellSouth will respond to a Florida application within fifteen (15) calendar days as to whether space is available or not available within a Premises. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide, the items necessary to cause the application to become Bona Fide. If a lesser amount of space than requested is available, BellSouth will provide an Application Response for the amount of space that is available and bill Focal Communications an appropriate application fee on the date that BellSouth provides the Application Response. When BellSouth's Application Response includes an amount of space less than that requested by Focal Communications or space that is configured differently, if Focal Communications decides to accept the available space, Focal Communications must amend its application to reflect the actual space available, including the configuration of the space, prior to submitting a BFFO.

- 6.5.3 BellSouth will respond to a Louisiana application within ten (10) calendar days in regard to space availability for one (1) to ten (10) applications; fifteen (15) calendar days for eleven (11) to twenty (20) applications; and for more than twenty (20) applications, the response interval is increased by five (5) calendar days for every five additional applications received within five (5) business days. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide, the items necessary to cause the application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify Focal Communications of the amount of space that is available and no application fee will apply. When BellSouth's response includes an amount of space less than that requested by Focal Communications or space that is configured differently, no application fee will apply. If Focal Communications decides to accept the available space, Focal Communications must resubmit its application to reflect the actual space available, including the configuration of the space, prior to submitting a BFFO. When Focal Communications resubmits its application, BellSouth will bill Focal Communications the appropriate application fee. Denial of Application. If BellSouth notifies Focal Communications that no space is available (Denial of Application), BellSouth will not assess an application fee to Focal Communications. After notifying Focal Communications that BellSouth has no available space in the requested Premises, BellSouth will allow Focal Communications, upon request, to tour the entire Premises within ten (10) calendar days of such Denial of Application. In order to schedule this tour within ten (10) calendar days, the request for the tour of the Premises must be received by BellSouth within five (5) calendar days of the Denial of Application.
- 6.6 Filing of Petition for Waiver. Upon Denial of Application, BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit Focal Communications to inspect any floor plans or diagrams that BellSouth provides to the Commission.
- 6.7 Waiting List. On a first-come, first-served basis, governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate in that Premises. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available, according to the position of the telecommunications carriers on said waiting list.
- 6.7.1 In Florida, on a first-come, first-served basis, governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate in that Premises. Sixty (60) calendar days prior to space becoming available, if known,

BellSouth will notify the Commission and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of each telecommunications carrier on said waiting list. If BellSouth does not know sixty (60) calendar days in advance of when space will become available, BellSouth will notify the Commission and the telecommunications carriers on the waiting list within two (2) business days of the determination that space is available. A telecommunications carrier that, upon denial of physical collocation, requests virtual collocation shall be automatically placed on the waiting list.

- 6.7.2 When space becomes available, Focal Communications must submit an updated, complete, and correct application to BellSouth within thirty (30) calendar days of notification by BellSouth that space will be available in the Premises previously out of space. If Focal Communications has originally requested caged Collocation Space and cageless Collocation Space becomes available, Focal Communications may refuse such space and notify BellSouth in writing within the thirty (30) day timeframe that Focal Communications wants to maintain its place on the waiting list, without accepting the available cageless Collocation Space. Focal Communications may accept an amount of space less than its originally requested space 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 Focal Communications does not submit an application or notify BellSouth in writing as described above, BellSouth will offer the space to the next telecommunications carrier on the waiting list and remove Focal Communications from the waiting list. Upon request, BellSouth will advise Focal Communications as to its position on the waiting list.
- 6.8 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Premises that are without available space. BellSouth shall update such document within ten (10) calendar days of the date that BellSouth becomes aware that insufficient space is available to accommodate physical collocation. BellSouth will also post a document on its Interconnection Services website that contains a general notice when space has become available in a Premises previously on the space exhaust list.
- 6.9 Application Response.
- 6.9.1 In Alabama, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, and Tennessee, when space has been determined to be available for caged or cageless arrangements, BellSouth will provide an Application Response within twenty (20) calendar days of receipt of a Bona Fide application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and any other applicable space preparation fees, as described in Section 8.
- 6.9.2 In Florida, within fifteen (15) calendar days of receipt of a Bona Fide application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will

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

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

6.10 Application Modifications.

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

6.11 Bona Fide Firm Order.

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

Version 1Q03: 02/28/03

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

7. Construction and Provisioning

7.1 Construction and Provisioning Intervals.

- 7.1.1 In Florida, BellSouth will complete construction for collocation arrangements as soon as possible within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. For Augments requested to the Collocation Space after initial space completion, BellSouth will complete construction for collocation arrangements as soon as possible within a maximum of forty-five (45) calendar days from receipt of a BFFO or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant timeframe and BellSouth and Focal Communications cannot agree upon a completion date, within forty-five (45) calendar days of receipt of the BFFO for an initial request, and within thirty (30) calendar days of receipt of the BFFO for an Augment, BellSouth may seek an extension from the Commission.
- 7.1.2 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee, BellSouth will complete construction for caged collocation arrangements under ordinary conditions as soon as possible within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. BellSouth will complete construction for cageless collocation arrangements under ordinary conditions as soon as possible within a maximum of sixty (60) calendar days from receipt of a BFFO and ninety (90) calendar days from receipt of a BFFO for extraordinary conditions, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required such as, but not limited to, HVAC, cabling and the power plant. Extraordinary conditions shall include, but not be limited to, major BellSouth equipment rearrangements or additions; power plant additions or upgrades; major mechanical additions or upgrades; a major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.1.3 When Focal Communications adds equipment within initial demand parameters that requires no additional space preparation work on the part of BellSouth, then no additional charges or additional intervals will be imposed by BellSouth that would delay Focal Communications's operation.

- 7.1.4 In the states of Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, BellSouth will provide the reduced intervals outlined below to Focal Communications, when Focal Communications requests an Augment after the Space Ready Date for existing physical collocation space. In such instances, Focal Communications must provide an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for Focal Communications's point of termination.
- 7.1.4.1 Simple Augments will be completed within twenty (20) calendar days after receipt of the BFFO for an:
- Extension of Existing AC Circuit Capacity within Arrangement Where Sufficient Circuit Capacity is Available
 - Fuse Change and/or Increase or Decrease -48V DC Power from Existing ILEC BDFB
- 7.1.4.2 Minor Augments will be completed within forty-five (45) calendar days after receipt of the BFFO for:
- 168 DS1s Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
 - 96 DS3s Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
 - 99 Fiber Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
 - Maximum of 2000 Service Ready DS0 Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
- 7.1.4.3 Intermediate Augments will be completed within sixty (60) calendar days after receipt of the BFFO for:
- 168 DS1s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)
 - 96 DS3s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)
 - 99 Fiber Terminations (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)
 - 2000 DS0s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)
 - Install Cable Racking or Other Support Structures as Required to Support Co-Carrier Cross Connects (Adequate Floor or Ceiling Structural Capacity Exists and Support/Protection Structure for Fiber Patch Cord is Excluded)
- 7.1.4.4 Major Augments – Physical Collocation will be completed within ninety (90) calendar days after BFFO and includes all requests for additional physical collocation space (caged or cageless).

- 7.1.4.5 Major Augments – Virtual Collocation will be completed within seventy-five (75) calendar days after BFFO and includes all requests for additional virtual collocation space.
- 7.1.4.6 If Focal Communications submits an augment application request that includes two augment items from the same category in Sections 7.1.4.1, 7.1.4.2, and 7.1.4.3 above, the augment interval associated with the next highest augment category will apply (e.g., if two items from the minor augment category are requested on the same request, then an interval of sixty (60) calendar days from the receipt of the BFFO would apply, which is the interval associated with the intermediate category).
- 7.1.4.7 If Focal Communications submits an augment application request that includes three augment items from the same category in Sections 7.1.4.1, 7.1.4.2, and 7.1.4.3 above, the major augment interval of ninety (90) calendar days from the receipt of the BFFO would apply (e.g., if three items from the simple augment category are requested on the same request for a physical collocation arrangement, then an interval of ninety (90) calendar days from the receipt of the BFFO would apply, which is the major physical augment interval; likewise if three items from the simple augment category are requested on the same request for a virtual collocation arrangement, then an interval of seventy-five (75) calendar days from the receipt of the BFFO would apply, which is the major virtual augment interval;).
- 7.1.4.8 If Focal Communications submits an augment application request that includes one augment item from two separate categories in Sections 7.1.4.1, 7.1.4.2 and 7.1.4.3 above, the augment interval associated with the highest augment category will apply (e.g., if an item from the minor augment category and an item from the intermediate augment category are requested on the same request, then an interval of sixty (60) calendar days from the receipt of the BFFO would apply, which is the interval associated with the intermediate augment category).
- 7.1.4.9 All Augments not expressly included in the Simple, Minor, Intermediate or Major categories as outlined above will be placed into the appropriate category as negotiated by Focal Communications and BellSouth. If Focal Communications and BellSouth are unable to determine the appropriate category through negotiation, then the appropriate major augment category identified in Sections 7.1.4.4 and 7.1.4.5 would apply based on whether the augment request is for Focal Communications's physical or virtual collocation arrangement.
- 7.1.4.10 Individual application fees associated with simple, minor and intermediate augment applications are contained in Exhibit B. The appropriate application fee will be assessed to Focal Communications at the time BellSouth provides Focal Communications with the Application Response. Focal Communications will be assessed a Subsequent Application Fee for all Major Augment applications (Major Augments are defined above in Sections 7.1.4.4 and 7.1.4.5). The Subsequent Application Fee is also reflected in Exhibit B of this Attachment.

- 7.2 Joint Planning. Joint planning between BellSouth and Focal Communications will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a BFFO. BellSouth will provide the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide application and affirmed in the BFFO. The Collocation Space completion interval will be provided to Focal Communications during the joint planning meeting.
- 7.3 Permits. Each Party or its agent(s) will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agent(s) within ten (10) calendar days of the completion of the finalized construction design and specifications.
- 7.4 Acceptance Walkthrough. Focal Communications will schedule and complete an acceptance walkthrough of each Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notification to Focal Communications that the Collocation Space is ready for occupancy. In the event Focal Communications fails to complete an acceptance walkthrough within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by Focal Communications on the Space Ready Date. BellSouth will correct any deviations to Focal Communications's original or jointly amended design and/or specification requirements within seven (7) calendar days after the walkthrough, unless the Parties jointly agree upon a different timeframe.
- 7.5 Circuit Facility Assignments (CFAs). Unless otherwise specified, BellSouth will provide CFAs to Focal Communications prior to the applicable provisioning interval set forth herein (Provisioning Interval) for those Premises in which Focal Communications has a physical collocation arrangement with no POT bay or with a POT bay provided by BellSouth. BellSouth cannot provide CFAs to Focal Communications prior to the Provisioning Interval for those Premises in which Focal Communications has a physical collocation arrangement with a POT bay provided by Focal Communications or a virtual collocation arrangement, until Focal Communications provides BellSouth with the following information:
- 7.5.1 For a physical collocation arrangement with a Focal Communications-provided POT bay - a complete layout of the POT panels (equipment inventory update (EIU) form) showing locations, speeds, etc.
- 7.5.2 For a virtual collocation arrangement - a complete layout of Focal Communications's equipment (equipment inventory update (EIU) form), including the locations of the low speed ports and the specific frame terminations to which the equipment will be wired by Focal Communications's BellSouth Certified Supplier.
- 7.5.3 BellSouth cannot begin work on the CFAs until the complete and accurate EIU form is received from Focal Communications. If the EIU form is provided ten (10) calendar days prior to the ending date of the Provisioning Interval, then CFAs will be made available by the ending date of the Provisioning Interval. If the EIU form is not received ten (10) calendar days prior to the ending date of the Provisioning Interval,

then the CFAs will be provided within ten (10) calendar days of receipt of the EIU form.

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

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

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

7.8 Virtual to Physical Collocation Relocation. In the event physical Collocation Space was previously denied at a location due to technical reasons or space limitations and physical Collocation Space has subsequently become available, Focal Communications may relocate its existing virtual collocation arrangement(s) to a physical collocation arrangement(s) and pay the appropriate fees associated with physical collocation and the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement, as outlined in the appropriate BellSouth Tariffs. In the event BellSouth knows when additional space for physical collocation may become available at the

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

- 7.8.1 In Alabama, BellSouth will complete a relocation from virtual collocation to cageless physical collocation within thirty (30) calendar days and from virtual collocation to caged physical collocation within ninety (90) calendar days.
- 7.9 Virtual to Physical Conversion (In-Place). Virtual collocation arrangements may be converted to "in-place" physical arrangements if the potential conversion meets the following four criteria: 1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual collocation arrangement; 2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its own future needs; 3) the converted arrangement does not limit BellSouth's ability to secure its own equipment and facilities due to the location of the virtual collocation arrangement; and 4) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. Unless otherwise specified, BellSouth will complete virtual to in-place physical collocation conversions within sixty (60) calendar days from receipt of the BFFO. BellSouth will bill Focal Communications an Administrative Only Application Fee as set forth in Exhibit B on the date that BellSouth provides an Application Response to Focal Communications.
- 7.9.1 In Alabama and Tennessee, BellSouth will complete Virtual to Physical Conversions (In Place) within thirty (30) calendar days from receipt of the BFFO.
- 7.10 Cancellation. If at any time prior to space acceptance, Focal Communications cancels its order for the Collocation Space(s) (Cancellation), BellSouth will bill the applicable nonrecurring rate(s) for any and all work processes for which work has begun or been completed. In Georgia, if Focal Communications cancels its order for Collocation Space at any time prior to space acceptance, BellSouth will bill Focal Communications for all costs incurred prior to the date of Cancellation and for any costs incurred as a direct result of the Cancellation, not to exceed the total amount that would have been due had the order not been cancelled.

- 7.11 Licenses. Focal Communications, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to build-out, equip and/or occupy the Collocation Space.
- 7.12 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified in Exhibit A attached hereto.

8. Rates and Charges

- 8.1 Application Fee. BellSouth shall assess an application fee via a service order, which shall be issued at the time BellSouth responds that space is available pursuant to Section 6.10 (Application Response). BellSouth will bill this nonrecurring fee on the date that BellSouth provides an Application Response to Focal Communications.
- 8.1.1 In Tennessee the applicable application fee is the planning fee for both Initial Applications and Subsequent Applications placed by Focal Communications. BellSouth will bill this nonrecurring fee on the date that BellSouth provides an Application Response to Focal Communications.
- 8.2 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed. This nonrecurring fee will be billed by BellSouth upon receipt of Focal Communications's BFFO.
- 8.3 Recurring Charges. If Focal Communications has met the applicable fifteen (15) calendar day walkthrough interval(s) specified in Section 4, billing for recurring charges will begin upon the Space Acceptance Date. In the event that Focal Communications fails to complete an acceptance walkthrough within the applicable fifteen (15) calendar day interval(s), billing for recurring charges will commence on the Space Ready Date. If Focal Communications occupies the space prior to the Space Ready Date, the date Focal Communications occupies the space becomes the new Space Acceptance Date and billing for recurring charges begin on that date.
- 8.4 Space Preparation. Space preparation fees consist of a nonrecurring charge for firm order processing and monthly recurring charges for central office modifications assessed per arrangement, per square foot and common systems modifications assessed per arrangement, per square foot for cageless collocation and per cage for caged collocation. Focal Communications shall remit payment of the nonrecurring firm order processing fee coincident with submission of a BFFO. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event Focal Communications opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to Focal Communications as prescribed in this Section.

- 8.5 Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the Premises but does not include any power-related costs incurred by BellSouth. When the Collocation Space is enclosed, Focal Communications shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, Focal Communications shall pay floor space charges based upon the following floor space calculation: [(depth of the equipment lineup in which the rack is placed) + (0.5 x maintenance aisle depth) + (0.5 x wiring aisle depth)] X (width of rack and spacers). For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event Focal Communications's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, Focal Communications shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement.
- 8.6 Power. BellSouth shall make available -48 Volt (-48V) Direct Current (DC) power for Focal Communications's Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay (BDFB) at Focal Communications's option within the Premises. BellSouth will revise recurring power charges to reflect a power upgrade upon notification of the completion of the upgrade by Focal Communications's BellSouth Certified Vendor. BellSouth will revise recurring power charges to reflect a power reduction upon BellSouth's receipt of the Power Reduction Form from Focal Communications certifying the completion of the power reduction, including the removal of the power cabling by Focal Communications's BellSouth Certified Supplier.
- 8.6.1 When obtaining power from a BDFB, fuses and power cables (A&B) must be engineered (sized), and installed by Focal Communications's BellSouth Certified Supplier. When obtaining power from a BellSouth power board, power cables (A&B) must be engineered (sized), and installed by Focal Communications's BellSouth Certified Supplier. Focal Communications is responsible for contracting with a BellSouth Certified Supplier for power distribution feeder cable runs from a BellSouth BDFB or BellSouth power board to Focal Communications's equipment. The determination of the BellSouth BDFB or BellSouth power board as the power source will be made at BellSouth's sole, but reasonable, discretion. The BellSouth Certified Supplier contracted by Focal Communications must provide BellSouth with a copy of the engineering power specifications prior to the day on which Focal Communications's equipment becomes operational (Commencement Date). BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB or BellSouth power board and Focal Communications's arrangement area. Focal Communications shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within Focal Communications's arrangement, power cable feeds, and terminations of cable. Any terminations at a BellSouth power board must be performed by a BellSouth Certified

Supplier. Focal Communications shall comply with all applicable National Electric Code (NEC), BellSouth TR73503, Telcordia and ANSI Standards regarding power cabling, installation, and maintenance.

- 8.6.2 If Focal Communications elects to install its own DC Power Plant, BellSouth shall provide Alternating Current (AC) power to feed Focal Communications's DC Power Plant. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by Focal Communications's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. Focal Communications's BellSouth Certified Supplier must also provide a copy of the engineering power specifications prior to the Commencement Date. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit B. AC power voltage and phase ratings shall be determined on a per location basis. At Focal Communications's option, Focal Communications may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.
- 8.6.3 In Tennessee, recurring charges for -48V DC power consumption will be assessed per ampere per month based upon the engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable racks to Focal Communications's equipment or space enclosure. Focal Communications shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within Focal Communications's arrangement and terminations of cable within the Collocation Space.
- 8.6.3.1 In Tennessee, nonrecurring charges for -48V DC power distribution will be based on the common power feeder cable support structure between the BellSouth BDFB and Focal Communications's arrangement area.
- 8.6.4 In Alabama and Louisiana, Focal Communications has the option to purchase power directly from an electric utility company. Under such an option, Focal Communications is responsible for contracting with the electric utility company for its own power feed and meter, and is financially responsible for purchasing all equipment necessary to accomplish the arrangement, including inverters, batteries, power boards, bus bars, BDFBs, backup power supplies and cabling. The actual work to install this arrangement must be performed by a BellSouth Certified Supplier hired by Focal Communications. Focal Communications's BellSouth Certified Supplier must comply with all applicable safety codes, including the National Electric Safety Codes, in installing this power arrangement. If Focal Communications previously had power supplied by BellSouth, Focal Communications may request to change its arrangement to obtain power from an electric utility company by submitting a Subsequent Application. BellSouth will waive any application fee for this subsequent application if

no other change was requested therein. Any floor space, cable racking, etc. utilized by Focal Communications in provisioning said power will be billed on an ICB basis.

- 8.6.5 In South Carolina, Focal Communications has the option to purchase power directly from an electric utility company where technically feasible and where space is available in a requested Premises. Under such an option, Focal Communications is responsible for contracting with the electric utility company for its own power feed and meter, and is financially responsible for purchasing all equipment necessary to accomplish the arrangement, including inverters, batteries, power boards, bus bars, BDFBs, backup power supplies and power cabling. The actual work to install this arrangement must be performed by a BellSouth Certified Supplier hired by Focal Communications. Focal Communications's BellSouth Certified Supplier must comply with all applicable national, regional, state and local safety, electrical, fire and building codes, including the National Electric Safety Code standards, in installing this power arrangement, just as BellSouth is required to comply with these codes. Focal Communications must submit an application to BellSouth for the appropriate amount of Collocation Space that Focal Communications requires to install this type of power arrangement. BellSouth will evaluate the request and determine if the appropriate amount of space is available within the office for the installation of Focal Communications's power equipment and facilities. This type of power arrangement must be located in an appropriate area in the central office that has been properly conditioned for the installation of power equipment and conforms to the applicable national, regional, state and local safety, electrical, fire and building codes. BellSouth shall waive the application fee or any other nonrecurring 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. Focal Communications shall be responsible for the recurring charges associated with the central office space needed for collocation of this type of power arrangement, including space required to place associated power-related equipment and facilities (i.e., batteries, generator, power meter, etc.). If there is no space available for this type of power arrangement in the requested central office, BellSouth may seek a waiver of these requirements from the Commission for the central office requested. Focal Communications would still have the option to order its power needs directly from BellSouth.
- 8.6.6 If Focal Communications requests a reduction in the amount of power that BellSouth is currently providing, Focal Communications must submit a Subsequent Application. If no modification to the Collocation Space is requested other than the reduction in power, the Subsequent Application Fee for Power Reduction as set forth in Exhibit B will apply. If modifications are requested in addition to the reduction of power, the Subsequent Application Fee will apply. BellSouth will bill this nonrecurring fee on the date that BellSouth provides an Application Response.
- 8.6.7 In Alabama and Louisiana, if Focal Communications is currently served from the BellSouth main power board and requests that its power be reconfigured to connect to a BellSouth BDFB, in a specific central office, Focal Communications must submit a

Subsequent Application. BellSouth will respond to such application within seven (7) calendar days and no application fee will apply.

- 8.7 Security Escort. A security escort will be required whenever Focal Communications or its approved agent desires access to the entrance manhole or must have access to the Premises after the one accompanied site visit allowed pursuant to Section 5 prior to completing BellSouth's Security Training requirements. Rates for a security escort are assessed according to the schedule appended hereto as Exhibit B beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and Focal Communications shall pay for such half-hour charges in the event Focal Communications fails to show up.
- 8.8 Cable Record charges. These charges apply for work required to build cable records in BellSouth systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records. These nonrecurring fees will be billed upon receipt of Focal Communications's BFFO.
- 8.9 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party.

9. Insurance

- 9.1 Focal Communications shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section and underwritten by insurance companies licensed to do business in the states applicable under this Agreement and having a Best's Insurance Rating of A-.
- 9.2 Focal Communications shall maintain the following specific coverage:
- 9.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.
- 9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
- 9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of Focal Communications's real and personal property situated on or within BellSouth's Central Office location(s).

- 9.2.4 Focal Communications may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 9.3 The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) calendar days notice to Focal Communications to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.4 All policies purchased by Focal Communications shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to Premises and shall remain in effect for the term of this Attachment or until all Focal Communications's property has been removed from BellSouth's Premises, whichever period is longer. If Focal Communications fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Focal Communications.
- 9.5 Focal Communications shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. Focal Communications shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from Focal Communications's insurance company. Focal Communications shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:
- BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
17H53 BellSouth Center
675 W. Peachtree Street
Atlanta, Georgia 30375
- 9.6 Focal Communications must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 9.7 Self-Insurance. If Focal Communications's net worth exceeds five hundred million dollars (\$500,000,000), Focal Communications may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 9.2.1 and 9.2.2. Focal Communications shall provide audited financial statements to BellSouth thirty (30) calendar days prior to the commencement of any work in the Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to Focal Communications in the event that self-insurance status is not granted to Focal Communications. If BellSouth approves Focal Communications for self-insurance, Focal Communications shall annually furnish to BellSouth, and keep current, evidence

of such net worth that is attested to by one of Focal Communications's corporate officers. The ability to self-insure shall continue so long as the Focal Communications meets all of the requirements of this Section. If Focal Communications subsequently no longer satisfies this Section, Focal Communications is required to purchase insurance as indicated by Sections 9.2.1 and 9.2.2.

- 9.8 The net worth requirements set forth in Section 9.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) calendar days' notice to Focal Communications to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

10. Mechanics Liens

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

11. Inspections

- 11.1 BellSouth may conduct an inspection of Focal Communications's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between Focal Communications's equipment and equipment of BellSouth. BellSouth may conduct an inspection if Focal Communications adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide Focal Communications with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

12. Security and Safety Requirements

- 12.1 Unless otherwise specified, Focal Communications will be required, at its own expense, to conduct a statewide investigation of criminal history records for each

Focal Communications employee hired in the past five years being considered for work on the Premises, for the states/counties where the Focal Communications employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. Focal Communications shall not be required to perform this investigation if an affiliated company of Focal Communications has performed an investigation of the Focal Communications employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if Focal Communications has performed a pre-employment statewide investigation of criminal history records of the Focal Communications employee for the states/counties where the Focal Communications employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.

- 12.2 Focal Communications will be required to administer to its personnel assigned to the Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.
- 12.3 Focal Communications shall provide its employees and agents with picture identification, which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo identification card shall bear, at a minimum, the employee's name and photo and Focal Communications's name. BellSouth reserves the right to remove from its Premises any employee of Focal Communications not possessing identification issued by Focal Communications or who has violated any of BellSouth's policies as outlined in the CLEC Security Training documents. Focal Communications shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Premises. Focal Communications shall be solely responsible for ensuring that any Guest(s) of Focal Communications is in compliance with all subsections of this Section.
- 12.4 Focal Communications shall not assign to the Premises any personnel with records of felony criminal convictions. Focal Communications shall not assign to the Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any Focal Communications personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that Focal Communications chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, Focal Communications may, in the alternative, certify to BellSouth that it shall not assign to the Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 12.4.1 Focal Communications shall not knowingly assign to the Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.

- 12.4.2 Focal Communications shall not knowingly assign to the Premises any individual who was a former supplier of BellSouth and whose access to a Premises was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each Focal Communications employee or agent hired by Focal Communications within five years of being considered for work on the Premises, who requires access to a Premises pursuant to this Attachment, Focal Communications shall furnish BellSouth, prior to an employee or agent gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certify that the employee completed the security training. If the employee's criminal history includes misdemeanor convictions, Focal Communications will disclose the nature of the convictions to BellSouth at that time. In the alternative, Focal Communications may certify to BellSouth that it shall not assign to the Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 12.5.1 For all other Focal Communications employees requiring access to a Premises pursuant to this Attachment, Focal Communications shall furnish BellSouth, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 12.5 above and that security training was completed by the employee.
- 12.6 At BellSouth's request, Focal Communications shall promptly remove from Premises any employee of Focal Communications BellSouth does not wish to grant access to its Premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of Focal Communications is found interfering with the property or personnel of BellSouth or another collocated telecommunications carrier, provided that an investigation shall promptly be commenced by BellSouth.
- 12.7 Security Violations. BellSouth reserves the right to interview Focal Communications's employees, agents, or suppliers in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another collocated telecommunications carrier's property or personnel, provided that BellSouth shall provide reasonable notice to Focal Communications's Security representative of such interview. Focal Communications and its suppliers shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Focal Communications's employees, agents, or suppliers. Additionally, BellSouth reserves the right to bill Focal Communications for all reasonable costs associated with investigations involving its employees, agents, or suppliers if it is established and mutually agreed in good faith that Focal Communications's employees, agents, or suppliers are responsible for the alleged act. BellSouth shall bill Focal Communications for BellSouth property, which is stolen or damaged where an investigation determines the culpability of Focal Communications's employees, agents, or suppliers and where Focal Communications agrees, in good

faith, with the results of such investigation. Focal Communications shall notify BellSouth in writing immediately in the event that Focal Communications discovers one of its employees already working on the Premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth's Premises, any employee found to have violated the security and safety requirements of this Section. Focal Communications shall hold BellSouth harmless for any damages resulting from such removal of its personnel from Premises.

- 12.8 Use of Supplies. Unauthorized use of equipment, supplies or other property by either Party, whether or not used routinely to provide telephone service will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 12.10 Accountability. Full compliance with the Security requirements of this Section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

13. Destruction of Collocation Space

- 13.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for Focal Communications's permitted use hereunder, then either Party may elect within ten (10) calendar days after such damage, to terminate occupancy of the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for Focal Communications's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to Focal Communications, except for improvements not to the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. Focal Communications may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a BellSouth Certified Supplier is used and the necessary space preparation has been completed. If Focal Communications's acceleration of the project increases the cost of the project, then those additional charges will be incurred

by Focal Communications. Where allowed and where practical, Focal Communications may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, Focal Communications shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for Focal Communications's permitted use, until such Collocation Space is fully repaired and restored and Focal Communications's equipment installed therein (but in no event later than thirty (30) calendar days after the Collocation Space is fully repaired and restored). Where Focal Communications has placed an Adjacent Arrangement pursuant to Section 3.4, Focal Communications shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this Section, BellSouth will restore the associated services to the Adjacent Arrangement.

14. Eminent Domain

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

15. Nonexclusivity

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

ENVIRONMENTAL AND SAFETY PRINCIPLES

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

1. GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. BellSouth and Focal Communications agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC (Applicable Laws). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 Notice. BellSouth and Focal Communications shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. A Hazardous Chemical inventory list is posted on an OSHA Poster and updated annually at each Central Office. This Poster is normally located near the front entrance of the building or in the lounge area. Each Party is required to provide specific notice for known potential Imminent Danger conditions. Focal Communications should contact 1-800-743-6737 for any BellSouth MSDS required.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for Focal Communications to follow when working at a Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and suppliers of BellSouth for environmental protection. Focal Communications will require its suppliers, agents and others accessing the Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by Focal Communications when operating in the Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the Focal Communications space with proper notification. BellSouth reserves the right to stop any Focal Communications work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Premises.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the Premises by Focal Communications are owned by Focal Communications. Focal Communications will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by Focal Communications or different hazardous materials used by Focal Communications at Premises. Focal Communications must demonstrate adequate

emergency response capabilities for its materials used or remaining at the Premises.

- 1.6 Spills and Releases. When contamination is discovered at a Premises, either Party discovering the condition must notify the other Party. All Spills or Releases of regulated materials will immediately be reported by Focal Communications to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and Focal Communications will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and Focal Communications will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, Focal Communications must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. BellSouth and Focal Communications shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages (including direct and indirect damages and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, suppliers, or employees concerning its operations at the Premises.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

- 2.1 When performing functions that fall under the following Environmental categories on BellSouth's Premises, Focal Communications agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. Focal Communications further agrees to cooperate with BellSouth to ensure that Focal Communications's employees, agents, and/or suppliers are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by Focal Communications, its employees, agents and/or suppliers.
- 2.2 The most current version of the reference documentation must be requested from Focal Communications's BellSouth Regional Contract Manager (RCM) (f/k/a Account Team Collocation Coordinator – ATCC).

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact RCM Representative)
Emergency response	Hazmat/waste release/spill fire safety emergency	Fact Sheet Series 17000 Building Emergency Operations Plan (EOP) (specific to and located on Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state, & federal laws and regulations Performance of services in accordance with BST's environmental M&Ps Insurance	Std T&C 450 Std T&C 450-B (Contact RCM Representative for copy of appropriate E/S M&Ps.) Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact RCM Representative)
Maintenance/operations work which may produce a waste Other maintenance work	Compliance with all applicable local, state, & federal laws and regulations Protection of BST employees and equipment	Std T&C 450 29CFR 1910.147 (OSHA Standard) 29CFR 1910 Subpart O

		(OSHA Standard)
Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations All Hazardous Material and Waste Asbestos notification and protection of employees and equipment	Procurement Manager (CRES Related Matters)-BST Supply Chain Services Fact Sheet Series 17000 GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)
Manhole cleaning	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	Std T&C 450 Fact Sheet 14050 BSP 620-145-011PR Issue A, August 1996 Std T&C 660-3 Approved Environmental Vendor List (Contact RCM Representative)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3 For questions regarding removing or disturbing materials that contain asbestos, call the BellSouth Building Service Center: AL, MS, TN, KY & LA (local area code) 557-6194 FL, GA, NC & SC (local area code) 780-2740

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in Section 1004 of RCRA.

Version 1Q03: 02/28/03

Imminent Danger. Any conditions or practices at a Premises which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

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

4. ACRONYMS

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

BST – BellSouth Telecommunications

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

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

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

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

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std T&C - Standard Terms & Conditions

Exhibit 1 to Amendment

COLLOCATION - Alabama										Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
						First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION															
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	PE1R2	0.03	12.30	11.80	6.03	5.44		15.66			
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	0.03	12.30	11.80	6.03	5.44		15.66			
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	0.03	12.30	11.80	6.03	5.44		15.66			
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.03	12.30	11.80	6.03	5.44		15.66			
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.03	12.30	11.80	6.03	5.44		15.66			
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	PE1R2	0.03	12.30	11.80	6.03	5.44		15.66			
	Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	0.05	12.39	11.87	6.39	5.73		15.66			
PHYSICAL COLLOCATION															
	Physical Collocation - Application Fee - Initial			CLO	PE1BA		1,879.48	1,879.48							
	Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		1,566.60	1,566.60							
	Physical Collocation - Cageless - Application Fee			CLO	PE1CH		1,205.26	1,205.26							
	Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		742.15								
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		600.71	600.71							
	Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	1.96									
	Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless			CLO	PE1SL	2.62									
	Physical Collocation - Space Preparation - Common Systems Modification per Cage			CLO	PE1SM	88.66									
	Physical Collocation - Cable Installation			CLO	PE1BD		859.71	859.71	22.49	22.49					
	Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1PJ	3.22									
	Physical Collocation - Cable Support Structure, Per Entrance Cable			CLO	PE1PM	17.11									
	Physical Collocation - Cageless - Cable Support Structure			CLO	PE1CJ	14.97									
	Physical Collocation - Power -48V DC Power, per Fused Amp			CLO	PE1PL	7.83									
	Physical Collocation - 120V, Single Phase Standby Power Rate			CLO	PE1FB	4.91									
	Physical Collocation - 240V, Single Phase Standby Power Rate			CLO	PE1FD	9.84									
	Physical Collocation - 120V, Three Phase Standby Power Rate			CLO	PE1FE	14.74									
	Physical Collocation - 277V, Three Phase Standby Power Rate			CLO	PE1FG	34.06									
	Physical Collocation - 2-Wire Cross-Connects			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ, UDL, UNCVX, UNLDX, UNCNX	PE1P2	0.03	12.30	11.80	6.03	5.44					
	Physical Collocation - 4-Wire Cross-Connects			CLO, UAL, UDL, UDN, UEA, UHL, UNCVX, UNCDX, UCL	PE1P4	0.05	12.39	11.87	6.39	5.73					
	Physical Collocation - DS1 Cross-Connects			CLO,UEANL,UEQ,W DS1,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1, UDL	PE1P1	1.11	22.03	15.93	6.40	5.79					

Exhibit 1 to Amendment

COLLOCATION - Alabama										Attachment: 4		Exhibit: B				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS Rates (\$)
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - DS3 Cross-Connects			CLO, UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3, UDL	PE1P3	14.16	20.89	15.20	7.38	5.92						
	Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	2.81	20.89	15.20	7.38	5.92						
	Physical Collocation - Cageless - 2 Fiber Cross Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1CK	2.84	20.89	15.20	7.38	5.92						
	Physical Collocation - 4-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	4.99	25.55	19.86	9.71	8.25						
	Physical Collocation - Cageless - 4-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1CL	5.69	25.55	19.86	9.71	8.25						
	Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.			CLO	PE1BW	156.33										
	Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.			CLO	PE1CW	15.34										
	Physical Collocation - Security Access System - Security System per Central Office			CLO	PE1AX	45.70										
	Physical Collocation - Security Access System - New Access Card Activation, per Card			CLO	PE1A1	0.05	27.79	27.79								
	Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		7.79	7.79								
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		22.78	22.78								
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		13.10	13.10								
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.10	13.10								
	Physical Collocation - Space Availability Report per premises			CLO	PE1SR		1,075.17	1,075.17								
	POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UDL, UNCVX, UNCDX, UNCNX	PE1PE	0.08										
	POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, USL, UNCVX, UNCDX	PE1PF	0.17										
	POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,WDS1L,W DS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1	PE1PG	1.20										

COLLOCATION - Alabama										Attachment: 4		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
													Rec
	POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UDL, UDLSX	PE1PH	10.67							
	POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B2	36.40							
	POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B4	49.09							
	Physical Collocation - Request Resend of CFA Information, per CLI			CLO	PE1C9								
	Nonrecurring Collocation Cable Records - per request			CLO	PE1CR								
	Nonrecurring Collocation Cable Records - VG/DS0 Cable, per cable record			CLO	PE1CD								
	Nonrecurring Collocation Cable Records - VG/DS0 Cable, per each 100 pair			CLO	PE1CO								
	Nonrecurring Collocation Cable Records - DS1, per T1TIE			CLO	PE1C1								
	Nonrecurring Collocation Cable Records - DS3, per T3TIE			CLO	PE1C3								
	Nonrecurring Collocation Cable Records - Fiber Cable, per 99 fiber records			CLO	PE1CB								
	Physical Collocation - Security Escort - Basic, per Half Hour			CLO,CLORS	PE1BT								
	Physical Collocation - Security Escort - Overtime, per Half Hour			CLO,CLORS	PE1OT								
	Physical Collocation - Security Escort - Premium, per Half Hour			CLO,CLORS	PE1PT								
	V to P Conversion, Per Customer Request-Voice Grade			CLO	PE1BV								
	V to P Conversion, Per Customer Request-DS0			CLO	PE1B0								
	V to P Conversion, Per Customer Request-DS1			CLO	PE1B1								
	V to P Conversion, Per Customer request-DS3			CLO	PE1B3								
	V to P Conversion, Per Customer Request per VG Circuit Reconfigured			CLO	PE1BR								
	V to P Conversion, Per Customer Request per DS0 Circuit Reconfigured			CLO	PE1BP								
	V to P Conversion, Per Customer Request per DS1 Circuit Reconfigured			CLO	PE1BS								
	V to P Conversion, Per Customer Request per DS3 Circuit Reconfigured			CLO	PE1BE								
	V to P Conversion, Cable Pairs Assigned to Collo Space per 700 prs or fraction thereof			CLO	PE1B7								
	Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable, per linear ft.			CLO,UDF	PE1ES	0.0011							
	Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable, per lin. ft.			CLO, UE3, USL	PE1DS	0.0016							
	Physical Collocation - Co-Carrier Cross Connects Only - Application Fee, per application			CLO	PE1DT	584.22							

COLLOCATION - Alabama										Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - Application to Augment Existing Space - Simple			CLO	PE1KS		594.41		1.21						
	Physical Collocation - Application to Augment Existing Space - Minor			CLO	PE1KM		833.47		1.21						
	Physical Collocation - Application to Augment Existing Space - Intermediate			CLO	PE1K1		1,058.00		1.21						
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			CLOAC	PE1P2	0.02	12.30	11.80	6.03	5.44					
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL, CLOAC	PE1P4	0.04	12.39	11.87	6.39	5.73					
	Adjacent Collocation - DS1 Cross-Connects			USL,CLOAC	PE1P1	1.03	22.03	15.93	6.40	5.79					
	Adjacent Collocation - DS3 Cross-Connects			CLOAC	PE1P3	13.95	20.89	15.20	7.38	5.92					
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	2.36	20.89	15.20	7.38	5.92					
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	4.52	25.55	19.86	9.71	8.25					
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		1,576.69								
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	4.91									
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	9.84									
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	14.74									
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	34.06									
	Adjacent Collocation - DC power provisioning (Alabama Only Mandate)			CLOAC				ICB							
	Note: ICB means Individual Case Basis														
PHYSICAL COLLOCATION IN THE REMOTE SITE															
	Physical Collocation in the Remote Site - Application Fee			CLOAC	PE1RA		307.70	307.70	168.22	168.22					
	Cabinet Space in the Remote Site per Bay/ Rack			CLOAC	PE1RB	201.42									
	Physical Collocation in the Remote Site - Security Access - Key			CLOAC	PE1RD		13.10	13.10							
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLOAC	PE1SR		115.87	115.87							
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLOAC	PE1RE		37.56	37.56							
	Remote Site DLEC Data (BRSD), per Compact Disk, per CO			CLOAC	PE1RR		233.38								
	Power, DC Power Provisioning (Alabama Only)			CLOAC					ICB						
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT															
	Remote Site-Adjacent Collocation - AC Power, per breaker amp	1		CLOAC	PE1RS	6.27									
	Remote Site-Adjacent Collocation - Real Estate, per square foot	1		CLOAC	PE1RT	0.134									
	Remote Site-Adjacent Collocation-Application Fee	1		CLOAC	PE1RU		755.62	755.62							
	NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.														
VIRTUAL COLLOCATION															
	Virtual Collocation - Application Fee			AMTFS	EAF		1,205.26	1,205.26	0.51	0.51			15.66		
	Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX		859.71	859.71	22.49	22.49			15.66		
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	3.22									
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	7.83									
	Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX	14.97									
	Virtual Collocation - 2-wire Cross Connects (loop)			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ, AMTFS, UDL, UNCVX, UNCDX, UNCNX	UEAC2	0.03	12.30	11.80	6.03	5.44			15.66		

COLLOCATION - Alabama										Attachment: 4		Exhibit: B				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
													Rec	Nonrecurring		Nonrecurring Disconnect
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL,AMTFS,UAL,UDN,UNCVX,UNCDX	UEAC4	0.05	12.39	11.87	6.39	5.73		15.66				
	Virtual Collocation - 2-Fiber Cross Connects			AMTFS,UDL12,UDLO3,U1T48,U1T12,U1T03,ULD03,ULD12,ULD48,UDF	CNC2F	2.84	20.89	15.20	7.38	5.92		15.66				
	Virtual Collocation - 4-Fiber Cross Connects			AMTFS,UDL12,UDLO3,U1T48,U1T12,U1T03,ULD03,ULD12,ULD48,UDF	CNC4F	5.69	25.55	19.86	9.71	8.25		15.66				
	Virtual collocation - Special Access & UNE, cross-connect per DS1			USL,ULC,AMTFS,ULR,UXTD1,UNC1X,ULDD1,U1TD1,USLEL,UNLD1	CNC1X	1.11	22.03	15.93	6.40	5.79		15.66				
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL,ULC,AMTFS,U E3,U1TD3,UXTS1,UXTD3,UNC3X,UNCSX,ULDD3,U1TS1,ULDS1,UDLSX,UNLD3	CND3X	14.16	20.89	15.20	7.38	5.92		15.66				
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot			AMTFS	VE1CB	0.0026										
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0038										
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable			AMTFS	VE1CC		535.37					15.66				
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		535.37					15.66				
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA		1,518.57	1,518.57	265.99	265.99		15.66				
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		653.83	653.83	378.24	378.24		15.66				
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		9.62	9.62	11.79	11.79		15.66				
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		4.50	4.50	5.52	5.52		15.66				
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		15.75	15.75	19.32	19.32		15.66				
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		168.97	168.97	154.25	154.25		15.66				
	Virtual collocation - Security Escort - Basic, per half hour			AMTFS	SPTBX		16.93	10.73				15.66				
	Virtual collocation - Security Escort - Overtime, per half hour			AMTFS	SPTOX		22.05	13.86				15.66				
	Virtual collocation - Security Escort - Premium, per half hour			AMTFS	SPTPX		27.17	16.98				15.66				
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		27.93	10.73				15.66				
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		36.47	13.86				15.66				
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		45.02	16.98				15.66				
VIRTUAL COLLOCATION																
	Virtual Collocation - 2-wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	VE1R2	0.03	12.30	11.80	6.03	5.44		15.66				
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	VE1R2	0.03	12.30	11.80	6.03	5.44		15.66				
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	VE1R2	0.03	12.30	11.80	6.03	5.44		15.66				
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0.03	12.30	11.80	6.03	5.44		15.66				

COLLOCATION - Florida										Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION															
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	PE1R2	0.0276	8.22	7.22				11.90			
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	0.0276	8.22	7.22				11.90			
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	0.0276	8.22	7.22				11.90			
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.0276	8.22	7.22				11.90			
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.0276	8.22	7.22				11.90			
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	PE1R2	0.0276	8.22	7.22				11.90			
	Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	0.0552	8.42	7.36				11.90			
PHYSICAL COLLOCATION															
	Physical Collocation - Application Fee - Initial			CLO	PE1BA		2,597.00								
	Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		2,236.00								
	Physical Collocation Administrative Only - Application Fee	I		CLO	PE1BL		742.00								
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		288.93								
	Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.38									
	Physical Collocation - Space Preparation - Common Systems Modification per Cage			CLO	PE1SM	92.55									
	Physical Collocation - Cable Installation per Cable			CLO	PE1BD		1,750.00		45.16						
	Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1PJ	7.86									
	Physical Collocation - Cable Support Structure, Per Entrance Cable			CLO	PE1PM	18.96									
	Physical Collocation - Power, per Fused Amp			CLO	PE1PL	7.80									
	Physical Collocation - Power Reduction, Application Fee	I		CLO	PE1PR		399.43								
	Physical Collocation - 120V, Single Phase Standby Power Rate			CLO	PE1FB	5.38									
	Physical Collocation - 240V, Single Phase Standby Power Rate			CLO	PE1FD	10.77									
	Physical Collocation - 120V, Three Phase Standby Power Rate			CLO	PE1FE	16.15									
	Physical Collocation - 277V, Three Phase Standby Power Rate			CLO	PE1FG	37.30									
	Physical Collocation - 2-Wire Cross-Connects			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ, UDL, UNCVX, UNLDX, UNCNX	PE1P2	0.0276	8.22	7.22	5.74	4.58					
	Physical Collocation - 4-Wire Cross-Connects			CLO, UAL, UDL, UDN, UEA, UHL, UNCVX, UNCDX, UCL	PE1P4	0.0552	8.42	7.36	5.90	4.66					
	Physical Collocation - DS1 Cross-Connects			CLO,UEANL,UEQ,W DS1L,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1, UDL	PE1P1	1.32	27.77	15.52	5.93	4.77					

COLLOCATION - Florida										Attachment: 4		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
													Rec
										SOMEC	SOMAN	SOMAN	SOMAN
	POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect	I		UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, ULDO3, ULD12, ULD48, U1T03, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B2	0.00							
	POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect	I		UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, ULDO3, ULD12, ULD48, U1T03, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B4	0.00							
	Physical Collocation - Request Resend of CFA Information, per CLLI	I		CLO	PE1C9								
	Nonrecurring Collocation Cable Records - per request			CLO	PE1CR								
	Nonrecurring Collocation Cable Records - VG/DS0 Cable, per cable record			CLO	PE1CD								
	Nonrecurring Collocation Cable Records - VG/DS0 Cable, per each 100 pair			CLO	PE1CO								
	Nonrecurring Collocation Cable Records - DS1, per T1TIE			CLO	PE1C1								
	Nonrecurring Collocation Cable Records - DS3, per T3TIE			CLO	PE1C3								
	Nonrecurring Collocation Cable Records - Fiber Cable, per 99 fiber records			CLO	PE1CB								
	Physical Collocation - Security Escort - Basic, Per Quarter Hour			CLO	PE1BQ								
	Physical Collocation - Security Escort - Overtime, Per Quarter Hour			CLO	PE1OQ								
	Physical Collocation - Security Escort - Premium, Per Quarter Hour			CLO	PE1PQ								
	Physical Collocation - Security Escort - Basic, per Half Hour			CLO,CLORS	PE1BT								
	Physical Collocation - Security Escort - Overtime, per Half Hour			CLO,CLORS	PE1OT								
	Physical Collocation - Security Escort - Premium, per Half Hour			CLO,CLORS	PE1PT								
	V to P Conversion, Per Customer Request-Voice Grade	I		CLO	PE1BV								
	V to P Conversion, Per Customer Request-DS0	I		CLO	PE1BO								
	V to P Conversion, Per Customer Request-DS1	I		CLO	PE1B1								
	V to P Conversion, Per Customer request-DS3	I		CLO	PE1B3								
	V to P Conversion, Per Customer Request per VG Circuit Reconfigured	I		CLO	PE1BR								
	V to P Conversion, Per Customer Request per DS0 Circuit Reconfigured	I		CLO	PE1BP								
	V to P Conversion, Per Customer Request per DS1 Circuit Reconfigured	I		CLO	PE1BS								
	V to P Conversion, Per Customer Request per DS3 Circuit Reconfigured	I		CLO	PE1BE								
	V to P Conversion, Cable Pairs Assigned to Collo Space per 700 prs or fraction thereof	I		CLO	PE1B7								
	Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable, per linear ft.			CLO,UDF	PE1ES	0.001							
	Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable, per lin. ft.			CLO, UE3, USL	PE1DS	0.0014							
	Physical Collocation - Co-Carrier Cross Connects Only - Application Fee, per application			CLO	PE1DT	584.11							
ADJACENT COLLOCATION													
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.1635							
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.11							

COLLOCATION - Florida										Attachment: 4		Exhibit: B				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect							
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Adjacent Collocation - 2-Wire Cross-Connects			CLOAC	PE1P2	0.0213	24.69	23.69	11.77	10.62						
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL, CLOAC	PE1P4	0.0426	24.88	23.83	12.04	10.80						
	Adjacent Collocation - DS1 Cross-Connects			USL_CLOAC	PE1P1	1.22	44.24	31.98	12.07	10.91						
	Adjacent Collocation - DS3 Cross-Connects			CLOAC	PE1P3	16.56	41.94	30.52	13.91	11.15						
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	2.81	41.94	30.52	13.91	11.16						
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	5.36	51.30	39.87	18.29	15.54						
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		2,785.00									
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.38										
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	10.77										
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	16.15										
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	37.30										
	Adjacent Collocation - Cable Support Structure per Entrance Cable			CLOAC	PE1PM	18.96										
PHYSICAL COLLOCATION IN THE REMOTE SITE																
	Physical Collocation in the Remote Site - Application Fee			CLOAC	PE1RA		617.91		328.81							
	Cabinet Space in the Remote Site per Bay/ Rack			CLOAC	PE1RB	219.49										
	Physical Collocation in the Remote Site - Security Access - Key			CLOAC	PE1RD		26.30									
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLOAC	PE1SR		232.69									
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLOAC	PE1RE		75.41									
	Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLOAC	PE1RR		233.51									
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLOAC	PE1RS	6.27										
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLOAC	PE1RT	0.134										
	Remote Site-Adjacent Collocation-Application Fee			CLOAC	PE1TRU		755.62	755.62								
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																
VIRTUAL COLLOCATION																
	Virtual Collocation - Application Fee/Planning Fee Initial Request			AMTFS	EAF		4,122.00					11.90				
	Virtual Collocation - Application Fee/Planning Fee Additional Entrance Cable Request			AMTFS	EAF		1,249.00					11.90				
	Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX	12.45	965.00					11.90				
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	4.25										
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	6.95										
	Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX	13.35										
	Virtual Collocation - 2-wire Cross Connects (loop)			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ, AMTFS, UDL, UNCVX, UNCDX, UNCNX	UEAC2	0.0502	11.57	11.57				11.90				
	Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL, AMTFS, UAL, UDN, UNCVX, UNCDX	UEAC4	0.0502	11.57	11.57				11.90				
	Virtual Collocation - 2-Fiber Cross Connects			AMTFS,UDL12, UDL03, U1T48, U1T12, U1T03, ULD03, ULD12, ULD48, UDF	CNC2F	6.71	2,431.00					11.90				

COLLOCATION - Florida										Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual Collocation - 4-Fiber Cross Connects			AMTFS,UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC4F	6.71	2,431.00					11.90			
	Virtual collocation - Special Access & UNE, cross-connect per DS1			USL,U/LC,AMTFS, ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1	CNC1X	7.50	155.00	14.00				11.90			
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL,U/LC,AMTFS,U E3, U1TD3, UXTS1, UXTD3, UNC3X, UNC3X, ULDD3, U1TS1, ULDS1, UDL3X, UNLD3	CND3X	56.25	151.90	11.83				11.90			
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot			AMTFS,CLO	VE1CB	0.0028									
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft			AMTFS, CLO	VE1CD	0.0041									
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable			AMTFS	VE1CC		535.54					11.90			
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		535.54					11.90			
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA		1,525.00	1,525.00	267.08	267.08					
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		656.50	656.50	379.78	379.78					
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		9.66	9.66	11.84	11.84					
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		4.52	4.52	5.54	5.54					
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		15.82	15.82	19.40	19.40					
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		169.67	169.67	154.89	154.89					
	Virtual collocation - Security Escort - Basic, per quarter hour			AMTFS	SPTBQ		10.89					11.90			
	Virtual collocation - Security Escort - Overtime, per quarter hour			AMTFS	SPTOQ		13.64					11.90			
	Virtual collocation - Security Escort - Premium, per quarter hour			AMTFS	SPTPQ		16.40					11.90			
	Virtual Collocation - 2-wire Cross Connects (loop), per ckts			AMTFS	VE1R2	0.05	11.57					11.90			
	Virtual Collocation - 4-wire Cross Connects (loop), per ckts			AMTFS	VE1R4	0.05	11.57					11.90			
	Virtual Collocation - DS-1/DCS Cross Connects, PER CKTS			AMTFS	VE11S	8.09	69.64					11.90			
	Virtual Collocation - DS-1/DSX Cross Connects, PER CKTS			AMTFS	VE11X	0.41	69.64					11.90			
	Virtual Collocation - DS-3/DCS Cross Connects, PER CKT			AMTFS	VE13S	59.67	528.00					11.90			
	Virtual Collocation - DS-3/DSC Cross Connects, PER CKT			AMTFS	VE13X	10.06	528.00					11.90			
	Virtual collocation - Maintenance in CO - Basic, per quarter hour			AMTFS	SPTRE		10.89					11.90			
	Virtual collocation - Maintenance in CO - Overtime, per quarter hour			AMTFS	SPTOE		13.64					11.90			
	Virtual collocation - Maintenance in CO - Premium per quarter hour			AMTFS	SPTPE		16.40					11.90			
VIRTUAL COLLOCATION															
	Virtual Collocation - 2-wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	VE1R2	0.0502	11.57	11.57				11.90			
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	VE1R2	0.0502	11.57	11.57				11.90			
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	VE1R2	0.0502	11.57	11.57				11.90			
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0.0502	11.57	11.57				11.90			

COLLOCATION - Florida															
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4		Exhibit: B	
						Rec	Nonrecurring		Nonrecurring Disconnect			Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual Collocation 2-Wire Cross Connect, Exchnage Port 2-Wire ISDN			UEPSX	VE1R2	0.0502	11.57	11.57			11.90				
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	VE1R2	0.0502	11.57	11.57			11.90				
	Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	VE1R4	0.0502	11.57	11.57			11.90				
Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.															

Exhibit 1 to Amendment

COLLOCATION - Georgia										Attachment: 4		Exhibit: B				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS Rates (\$)
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	PE1R2	0.30	12.60	12.60					18.94	8.42		
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	0.30	12.60	12.60					18.94	8.42		
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	0.30	12.60	12.60					18.94	8.42		
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.30	12.60	12.60					18.94	8.42		
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.30	12.60	12.60					18.94	8.42		
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	PE1R2	0.30	12.60	12.60					18.94	8.42		
	Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	0.50	12.60	12.60					18.94	8.42		
PHYSICAL COLLOCATION																
	Physical Collocation - Application Fee - Initial			CLO	PE1BA		3,850.00									
	Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		3,130.00	3,130.00								
	Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		740.83									
	Physical Collocation - Space Preparation - Firm Order Processing	I		CLO	PE1SJ		1,187.00									
	Physical Collocation - Space Preparation - C.O. Modification per square ft.	I		CLO	PE1SK	2.02										
	Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless	I		CLO	PE1SL	2.80										
	Physical Collocation - Space Preparation - Common Systems Modification per Cage	I		CLO	PE1SM	95.23										
	Physical Collocation - Cable Installation			CLO	PE1BD		2,750.00	2,750.00								
	Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1PJ	7.50										
	Physical Collocation - Floor Space - Zone B per Sq. Ft.			CLO	PE1PK	6.75										
	Physical Collocation - Cable Support Structure, Per Entrance Cable			CLO	PE1PM	13.35										
	Physical Collocation - Power -48V DC Power, per Fused Amp	I		CLO	PE1PL	8.06										
	Physical Collocation - Power Reduction, Application Fee	I		CLO	PE1PR		398.80									
	Physical Collocation - 120V, Single Phase Standby Power Rate	I		CLO	PE1FB	5.52										
	Physical Collocation - 240V, Single Phase Standby Power Rate	I		CLO	PE1FD	11.05										
	Physical Collocation - 120V, Three Phase Standby Power Rate	I		CLO	PE1FE	16.58										
	Physical Collocation - 277V, Three Phase Standby Power Rate	I		CLO	PE1FG	38.27										
	Physical Collocation - 2-Wire Cross-Connects			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,U EQ, UDL, UNC VX, UNLDX, UNC NX	PE1P2	0.30	12.60	12.60								
	Physical Collocation - 4-Wire Cross-Connects			CLO, UAL, UDL, UDN, UEA, UHL, UNC VX, UNC DX, UCL	PE1P4	0.50	12.60	12.60								
	Physical Collocation - DS1 Cross-Connects			CLO,UEANL,UEQ,WDS1L,WDS1S,USL,U1TD1,UXTD1,UNC1X,ULDD1,USLEL,UNLD1,UDL	PE1P1	8.00	155.00	27.00								

COLLOCATION - Georgia										Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - DS3 Cross-Connects			CLO, UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3, UDL	PE1P3	72.00	155.00	27.00							
	Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	2.86	52.14	38.72							
	Physical Collocation - 4-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	5.08	64.74	51.31							
	Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.	1		CLO	PE1BW	161.27									
	Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.	1		CLO	PE1CW	15.82									
	Physical Collocation - Security System Per Central Office Per Assignable Sq. Ft.			CLO	PE1AY	0.0172									
	Physical Collocation - Security Access System - New Access Card Activation, per Card			CLO	PE1A1	0.0607	46.20	46.20							
	Physical Collocation - Security Access System - New Access Card Deactivation, per Card			CLO	PE1A4		8.72	8.72							
	Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		15.40	15.40							
	Physical Collocation - Security Access System- Replace Lost or Stolen Card, per Card			CLO	PE1AR		45.02	45.02							
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		26.16	26.16							
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		26.16	26.16							
	Physical Collocation - Space Availability Report per premises	1		CLO	PE1SR		2,148.00	2,148.00							
	POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UDL, UNCVX, UNCDX, UNCNX	PE1PE	0.40									
	POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, USL, UNCVX, UNCDX	PE1PF	1.20									
	POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,WDS1L,W DS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1	PE1PG	1.20									
	POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UDL, UDLSX	PE1PH	8.00									

COLLOCATION - Georgia						Attachment: 4		Exhibit: B								
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
													Rec	Nonrecurring		Nonrecurring Disconnect
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Adjacent Collocation - 2-Wire Cross-Connects			CLOAC	PE1P2	0.598		24.95	23.97	11.80	10.67					
				UEA,UHL,UCL,UCL												
	Adjacent Collocation - 4-Wire Cross-Connects			CLOAC	PE1P4	0.1196	25.14	24.11	12.15	10.93						
	Adjacent Collocation - DS1 Cross-Connects			USL,CLOAC	PE1P1	1.04	44.19	32.13	11.93	10.81						
	Adjacent Collocation - DS3 Cross-Connects			CLOAC	PE1P3	14.12	41.93	30.69	13.71	11.04						
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	2.39	41.93	30.69	13.71	11.05						
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	4.57	51.14	39.90	17.96	15.29						
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		1,555.00									
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.39										
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	10.79										
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	16.18										
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	38.27										
	Adjacent Collocation - 240V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JD	37.37										
PHYSICAL COLLOCATION IN THE REMOTE SITE																
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		608.18	608.17	323.63	323.63						
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	224.82										
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		25.88	25.88								
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		229.02	229.02								
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		74.22	74.22								
	Remote Site DLEC Data (BRSD), per Compact Disk, per CO			CLORS	PE1RR		232.88									
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27										
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134										
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62								
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																
VIRTUAL COLLOCATION																
	Virtual Collocation - Application Fee			AMTFS	EAF		2,848.30	2,848.30				19.99	19.99			
	Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX		2,750.00	2,750.00				19.99	19.99			
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	3.20										
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	3.48										
	Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX	13.35										
	Virtual Collocation - 2-wire Cross Connects (loop)			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,AMTFS,UDL,UNCVX,UNCDX,UNCNX	UEAC2	0.0283	24.56	23.56	9.20	8.30		19.99	19.99	19.99	19.99	
	Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL,AMTFS,UAL,UDN,UNCVX,UNCDX	UEAC4	0.0566	24.75	23.70	9.03	8.10		19.99	19.99	19.99	19.99	
	Virtual Collocation - 2-Fiber Cross Connects			AMTFS,UDL12,UDLO3,U1T48,U1T12,U1T03,ULDO3,ULD12,ULD48,UDF	CNC2F	2.88	41.72	30.36	10.43	8.36		2.20	2.20			

Exhibit 1 to Amendment

COLLOCATION - Georgia										Attachment: 4		Exhibit: B				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS Rates (\$)
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual Collocation - 4-Fiber Cross Connects			AMTFS,UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC4F	5.76	51.03	39.67	13.71	11.65			2.20	2.20		
	Virtual collocation - Special Access & UNE, cross-connect per DS1			USL,ULC,AMTFS, ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1	CNC1X	7.50	155.00	14.00					19.99	19.99		
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL,ULC,AMTFS,U E3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	56.25	151.90	11.83					19.99	19.99		
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot			AMTFS	VE1CB	0.0023										
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0034										
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable			AMTFS	VE1CC		553.43						19.99			
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		553.43						19.99			
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA		1,706.00	1,706.00								
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		922.38	922.38								
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		18.00	18.00								
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		8.43	8.43								
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		29.49	29.49								
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		278.61	278.61								
	Virtual collocation - Security Escort - Basic, per half hour			AMTFS	SPTBX		41.00	25.00					19.99	19.99		
	Virtual collocation - Security Escort - Overtime, per half hour			AMTFS	SPTOX		48.00	30.00					19.99	19.99		
	Virtual collocation - Security Escort - Premium, per half hour			AMTFS	SPTPX		55.00	35.00					19.99	19.99		
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		30.64	30.64					19.99	19.99		
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		35.77	35.77					19.99	19.99		
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		40.90	40.90					19.99	19.99		
VIRTUAL COLLOCATION																
	Virtual Collocation - 2-wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	VE1R2	0.30	12.60	12.60					18.94	8.42		
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	VE1R2	0.30	12.60	12.60					18.94	8.42		
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	VE1R2	0.30	12.60	12.60					18.94	8.42		
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0.30	12.60	12.60					18.94	8.42		
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	VE1R2	0.30	12.60	12.60					18.94	8.42		
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	VE1R2	0.30	12.60	12.60					18.94	8.42		
	Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	VE1R4	0.50	12.60	12.60					18.94	8.42		

Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.

COLLOCATION - Kentucky										Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION															
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	PE1R2	0.0333	24.68	23.68	12.14	10.95		7.86			
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	0.0333	24.68	23.68	12.14	10.95		7.86			
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	0.0333	24.68	23.68	12.14	10.95		7.86			
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.0333	24.68	23.68	12.14	10.95		7.86			
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.0333	24.68	23.68	12.14	10.95		7.86			
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	PE1R2	0.0333	24.68	23.68	12.14	10.95		7.86			
	Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	1.48	44.23	31.98	12.81	11.57		7.86			
PHYSICAL COLLOCATION															
	Physical Collocation - Application Fee - Initial			CLO	PE1BA		3,773.54	3,773.54							
	Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		3,145.35	3,145.35							
	Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		742.12								
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		1,206.07	1,206.07							
	Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.32									
	Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless			CLO	PE1SL	3.26									
	Physical Collocation - Space Preparation - Common Systems Modification per Cage			CLO	PE1SM	110.57									
	Physical Collocation - Cable Installation			CLO	PE1BD		1,729.11		45.16						
	Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1PJ	7.99									
	Physical Collocation - Cable Support Structure, Per Entrance Cable			CLO	PE1PM	19.86									
	Physical Collocation - Power -48V DC Power, per Fused Amp			CLO	PE1PL	8.06									
	Physical Collocation - Power Reduction, Application Fee		I	CLO	PE1PR		399.50								
	Physical Collocation - 120V, Single Phase Standby Power Rate			CLO	PE1FB	5.44									
	Physical Collocation - 240V, Single Phase Standby Power Rate			CLO	PE1FD	10.88									
	Physical Collocation - 120V, Three Phase Standby Power Rate			CLO	PE1FE	16.32									
	Physical Collocation - 277V, Three Phase Standby Power Rate			CLO	PE1FG	37.68									
	Physical Collocation - 2-Wire Cross-Connects			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,UDL,UNCVX,UNLDX,UNCNX	PE1P2	0.0333	24.68	23.68	12.14	10.95					
	Physical Collocation - 4-Wire Cross-Connects			CLO,UAL,UDL,UDN,UEA,UHL,UNCVX,UNCDX,UCL	PE1P4	0.0665	24.88	23.82	12.77	11.46					
	Physical Collocation - DS1 Cross-Connects			CLO,UEANL,UEQ,WDS1L,WDS1S,USL,U1TD1,UXTD1,UNC1X,ULDD1,USLEL,UNLD1,UDL	PE1P1	1.48	44.23	31.98	12.81	11.57					

COLLOCATION - Kentucky										Attachment: 4		Exhibit: B				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect							
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - DS3 Cross-Connects			CLO, UE3,U1TD3, UXTD3, UXTS1, UNCSX, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3, UDL	PE1P3	18.89	41.93	30.51	14.75	11.83						
	Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	3.75	41.93	30.51	14.76	11.84						
	Physical Collocation - 4-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	6.65	51.29	39.87	19.41	16.49						
	Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.			CLO	PE1BW	184.97										
	Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.			CLO	PE1CW	18.14										
	Physical Collocation - Security Access System - Security System per Central Office			CLO	PE1AX	76.10										
	Physical Collocation - Security Access System - New Access Card Activation, per Card			CLO	PE1A1	0.058	55.79	55.79								
	Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		15.64	15.64								
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		45.74	45.74								
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		26.29	26.29								
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		26.29	26.29								
	Physical Collocation - Space Availability Report per premises			CLO	PE1SR		2,158.67	2,158.67								
	POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UDL, UNCVX, UNCDX, UNCNX	PE1PE	0.113										
	POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, USL, UNCVX, UNCDX	PE1PF	0.23										
	POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,WDS1L,W DS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1	PE1PG	1.60										
	POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UE3, U1TD3, UXTD3, UXTS1, UNCSX, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UDL, UDL SX	PE1PH	14.23										

COLLOCATION - Kentucky							Attachment: 4		Exhibit: B						
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
	POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, ULDO3, ULD12, ULD48, U1T03, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B2	48.57									
	POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, ULDO3, ULD12, ULD48, U1T03, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B4	65.50									
	Physical Collocation - Request Resend of CFA Information, per CLLI			CLO	PE1C9		77.55								
	Nonrecurring Collocation Cable Records - per request			CLO	PE1CR		1,524.45	980.01	267.02						
	Nonrecurring Collocation Cable Records - VG/DS0 Cable, per cable record			CLO	PE1CD		656.37	656.37	379.70						
	Nonrecurring Collocation Cable Records - VG/DS0 Cable, per each 100 pair			CLO	PE1CO		9.65	9.65	11.84	11.84					
	Nonrecurring Collocation Cable Records - DS1, per T1TIE			CLO	PE1C1		4.52	4.52	5.54	5.54					
	Nonrecurring Collocation Cable Records - DS3, per T3TIE			CLO	PE1C3		15.81	15.81	19.39	19.39					
	Nonrecurring Collocation Cable Records - Fiber Cable, per 99 fiber records			CLO	PE1CB		169.63	169.63	154.85	154.85					
	Physical Collocation - Security Escort - Basic, per Half Hour			CLO,CLORS	PE1BT		33.98	21.53							
	Physical Collocation - Security Escort - Overtime, per Half Hour			CLO,CLORS	PE1OT		44.26	27.81							
	Physical Collocation - Security Escort - Premium, per Half Hour			CLO,CLORS	PE1PT		54.54	34.09							
	V to P Conversion, Per Customer Request-Voice Grade			CLO	PE1BV		33.00								
	V to P Conversion, Per Customer Request-DS0			CLO	PE1BO		33.00								
	V to P Conversion, Per Customer Request-DS1			CLO	PE1B1		52.00								
	V to P Conversion, Per Customer request-DS3			CLO	PE1B3		52.00								
	V to P Conversion, Per Customer Request per VG Circuit Reconfigured			CLO	PE1BR		23.00								
	V to P Conversion, Per Customer Request per DS0 Circuit Reconfigured			CLO	PE1BP		23.00								
	V to P Conversion, Per Customer Request per DS1 Circuit Reconfigured			CLO	PE1BS		33.00								
	V to P Conversion, Per Customer Request per DS3 Circuit Reconfigured			CLO	PE1BE		37.00								
	V to P Conversion, Cable Pairs Assigned to Collo Space per 700 prs or fraction thereof			CLO	PE1B7		592.00								
	Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable, per linear ft.			CLO,UDF	PE1ES	0.0012									
	Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable, per lin. ft.			CLO, UE3, USL	PE1DS	0.0018									
	Physical Collocation - Co-Carrier Cross Connects Only - Application Fee, per application			CLO	PE1DT		584.20								
	Physical Collocation - Application to Augment Existing Space - Simple			CLO	PE1KS		594.98		1.21						
	Physical Collocation - Application to Augment Existing Space - Minor			CLO	PE1KM		834.26		1.21						
	Physical Collocation - Application to Augment Existing Space - Intermediate			CLO	PE1K1		1,059.00		1.21						
ADJACENT COLLOCATION															
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0173									
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.35									

COLLOCATION - Kentucky										Attachment: 4		Exhibit: B				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect							
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Adjacent Collocation - 2-Wire Cross-Connects			CLOAC	PE1P2	0.0258	24.68	23.68	12.14	10.95						
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL, CLOAC	PE1P4	0.0515	24.88	23.82	12.77	11.46						
	Adjacent Collocation - DS1 Cross-Connects			USL,CLOAC	PE1P1	1.37	44.23	31.98	12.81	11.57						
	Adjacent Collocation - DS3 Cross-Connects			CLOAC	PE1P3	18.61	41.93	30.51	14.75	11.83						
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	3.15	41.93	30.51	14.76	11.84						
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	6.02	51.29	39.87	19.41	16.49						
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		3,165.50									
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.44										
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	10.88										
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	16.32										
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	37.68										
PHYSICAL COLLOCATION IN THE REMOTE SITE																
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		617.78		338.89							
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	219.67										
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		26.29									
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		232.64									
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		75.40									
	Remote Site DLEC Data (BRSDDD), per Compact Disk, per CO			CLORS	PE1RR		233.42									
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27										
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134										
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62								
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																
VIRTUAL COLLOCATION																
	Virtual Collocation - Application Fee			AMTFS	EAF		2,419.86	2,419.86	1.01	1.01		7.86				
	Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX		1,729.11	1,729.11	45.16	45.16		7.86				
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	7.99										
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	8.06										
	Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX	17.38										
	Virtual Collocation - 2-wire Cross Connects (loop)			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,AMTFS,UDL, UNCVX,UNCDX, UNCNX	UEAC2	0.0309	24.68	23.68	12.14	10.95		7.86				
	Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL, AMTFS,UAL,UDN, UNCVX,UNCDX	UEAC4	0.0619	24.88	23.82	12.77	11.46		7.86				
	Virtual Collocation - 2-Fiber Cross Connects			AMTFS,UDL12, UDLO3,U1T48, U1T12,U1T03, ULDO3,ULD12, ULD48,UDF	CNC2F	3.80	41.94	30.51	14.76	11.84		7.86				
	Virtual Collocation - 4-Fiber Cross Connects			AMTFS,UDL12, UDLO3,U1T48, U1T12,U1T03, ULDO3,ULD12, ULD48,UDF	CNC4F	7.59	51.29	39.87	19.41	16.49		7.86				

COLLOCATION - Kentucky										Attachment: 4		Exhibit: B								
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l					
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS Rates (\$)				
							First	Add'l	First							Add'l	SOME C	SOMAN	SOMAN	SOMAN
	Virtual collocation - Special Access & UNE, cross-connect per DS1			USL,ULC,AMTFS,ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1	CNC1X	1.48	44.23	31.98	12.81	11.57										
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL,ULC,AMTFS,U E3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	18.89	41.93	30.51	14.75	11.83										
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot			AMTFS	VE1CB	0.003														
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0045														
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable			AMTFS	VE1CC		535.55													
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		535.55													
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA		1,524.45	980.01	267.02	267.02										
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		656.37	656.37	379.70	379.70										
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		9.65	9.65	11.84	11.84										
	Virtual Collocation Cable Records -DS1, per T1TIE			AMTFS	VE1BD		4.52	4.52	5.54	5.54										
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		15.81	15.81	19.39	19.39										
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		169.63	169.63	154.85	154.85										
	Virtual collocation - Security Escort - Basic, per half hour			AMTFS	SPTBX		33.98		21.53											
	Virtual collocation - Security Escort - Overtime, per half hour			AMTFS	SPTOX		44.26		27.81											
	Virtual collocation - Security Escort - Premium, per half hour			AMTFS	SPTPX		54.54		34.09											
	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											
VIRTUAL COLLOCATION																				
	Virtual Collocation - 2-wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	VE1R2	0.0309	24.68	23.68	12.14	10.95				7.86						
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	VE1R2	0.0309	24.68	23.68	12.14	10.95				7.86						
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	VE1R2	0.0309	24.68	23.68	12.14	10.95				7.86						
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0.0309	24.68	23.68	12.14	10.95				7.86						
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	VE1R2	0.0309	24.68	23.68	12.14	10.95				7.86						
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	VE1R2	0.0309	24.68	23.68	12.14	10.95				7.86						
	Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	VE1R4	1.48	44.23	31.98	12.81	11.57				7.86						
Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.																				

COLLOCATION - Louisiana										Attachment: 4		Exhibit: B										
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l							
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS Rates (\$)						
							First	Add'l	First							Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																						
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	PE1R2	0.0318	11.94	11.46						15.20								
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	0.0318	11.94	11.46						15.20								
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	0.0318	11.94	11.46						15.20								
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.0318	11.94	11.46						15.20								
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.0318	11.94	11.46						15.20								
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	PE1R2	0.0318	11.94	11.46						15.20								
	Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	0.0636	12.04	11.53						15.20								
PHYSICAL COLLOCATION																						
	Physical Collocation - Application Fee - Initial			CLO	PE1BA		1,837.24															
	Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		1,533.41															
	Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		741.97															
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		583.33															
	Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.31																
	Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless			CLO	PE1SL	2.70																
	Physical Collocation - Space Preparation - Common Systems Modification per Cage			CLO	PE1SM	91.60																
	Physical Collocation - Cable Installation			CLO	PE1BD		841.54	841.54														
	Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1PJ	5.30																
	Physical Collocation - Cable Support Structure, Per Entrance Cable			CLO	PE1PM	18.31																
	Physical Collocation - Power -48V DC Power, per Fused Amp			CLO	PE1PL	8.32																
	Physical Collocation - 120V, Single Phase Standby Power Rate			CLO	PE1FB	5.45																
	Physical Collocation - 240V, Single Phase Standby Power Rate			CLO	PE1FD	10.92																
	Physical Collocation - 120V, Three Phase Standby Power Rate			CLO	PE1FE	16.37																
	Physical Collocation - 277V, Three Phase Standby Power Rate			CLO	PE1FG	37.80																
	Physical Collocation - 2-Wire Cross-Connects			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,U EQ, UDL, UNCVX, UNLDX, UNCNX	PE1P2	0.0318	11.94	11.46														
	Physical Collocation - 4-Wire Cross-Connects			CLO, UAL, UDL, UDN, UEA, UHL, UNCVX, UNCDX, UCL	PE1P4	0.0636	12.04	11.53														
	Physical Collocation - DS1 Cross-Connects			CLO,UEANL,UEQ,WDS1S,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1, UDL	PE1P1	1.04	21.39	15.47														

COLLOCATION - Louisiana										Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - DS3 Cross-Connects			CLO, UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3, UDL	PE1P3	13.21	20.28	14.76							
	Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	2.62	20.28	14.76							
	Physical Collocation - 4-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	4.65	24.81	19.29							
	Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.			CLO	PE1BW	184.50									
	Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.			CLO	PE1CW	18.10									
	Physical Collocation - Security System Per Central Office Per Assignable Sq. Ft.			CLO	PE1AY	0.0224									
	Physical Collocation - Security Access System - New Access Card Activation, per Card			CLO	PE1A1	0.0579	27.50								
	Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		7.74	7.74							
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		22.64	22.64							
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		13.01	13.01							
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.01	13.01							
	Physical Collocation - Space Availability Report per premises			CLO	PE1SR		1,044.07	1,044.07							
	POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UDL, UNCVX, UNCDX, UNCNX	PE1PE	0.079									
	POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, USL, UNCVX, UNCDX	PE1PF	0.158									
	POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,WDS1L,W DS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1	PE1PG	1.12									
	POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UDL, UDLSX	PE1PH	9.95									

COLLOCATION - Louisiana										Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	Adjacent Collocation - 2-Wire Cross-Connects			CLOAC	PE1P2	0.0245	11.94	11.46							
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL, CLOAC	PE1P4	0.0491	12.04	11.53							
	Adjacent Collocation - DS1 Cross-Connects			USL,CLOAC	PE1P1	0.9605	21.39	15.47							
	Adjacent Collocation - DS3 Cross-Connects			CLOAC	PE1P3	13.01	20.28	14.76							
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	2.20	20.28	14.76							
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	4.21	24.81	19.29							
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		1,543.20								
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.45									
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	10.92									
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	16.37									
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	37.80									
PHYSICAL COLLOCATION IN THE REMOTE SITE															
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		298.80	298.80							
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	225.39									
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		13.01	13.01							
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		112.52	112.52							
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		36.47	36.47							
	Remote Site DLEC Data (BRSDDD), per Compact Disk, per CO			CLORS	PE1RR		233.21								
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT															
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27									
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134									
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62							
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.															
VIRTUAL COLLOCATION															
	Virtual Collocation - Application Fee			AMTFS	EAF		1,770.40					15.20			
	Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX		841.54					15.20			
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	3.20									
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	8.32									
	Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX	16.02									
	Virtual Collocation - 2-wire Cross Connects (loop)			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,AMTFS,UDL, UNCVX,UNCDX, UNCNX	UEAC2	0.0296	11.94	11.46				15.20			
	Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL, AMTFS,UAL,UDN, UNCVX,UNCDX	UEAC4	0.0591	12.04	11.53				15.20			
	Virtual Collocation - 2-Fiber Cross Connects			AMTFS,UDL12, UDLO3,U1T48, U1T12,U1T03, ULD03,ULD12, ULD48,UDF	CNC2F	2.65	20.29	14.76				15.20			
	Virtual Collocation - 4-Fiber Cross Connects			AMTFS,UDL12, UDLO3,U1T48, U1T12,U1T03, ULD03,ULD12, ULD48,UDF	CNC4F	5.31	24.81	19.29				15.20			

COLLOCATION - Louisiana														Attachment: 4		Exhibit: B					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l						
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS Rates (\$)					
							First	Add'l	First							Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual collocation - Special Access & UNE, cross-connect per DS1			USL,U/LC,AMTFS,ULR, UXTD1,UNC1X, ULDD1,U1TD1, USLEL,UNLD1	CNC1X	1.04	21.39	15.47			15.20										
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL,U/LC,AMTFS,U E3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	13.21	20.28	14.76			15.20										
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot			AMTFS	VE1CB	0.0024															
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0036															
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable			AMTFS	VE1CC		534.79				15.20										
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		534.79				15.20										
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA	10.97															
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB	5.29															
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC	0.08															
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD	0.04															
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE	0.13															
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF	1.37															
	Virtual collocation - Security Escort - Basic, per half hour			AMTFS	SPTBX		16.44	10.42			15.20										
	Virtual collocation - Security Escort - Overtime, per half hour			AMTFS	SPTOX		21.41	13.45			15.20										
	Virtual collocation - Security Escort - Premium, per half hour			AMTFS	SPTPX		26.38	16.49			15.20										
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		27.12	10.42			15.20										
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		35.42	13.45			15.20										
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		43.72	16.49			15.20										
VIRTUAL COLLOCATION																					
	Virtual Collocation - 2-wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	VE1R2	0.0296	11.94	11.46			15.20										
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	VE1R2	0.0296	11.94	11.46			15.20										
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	VE1R2	0.0296	11.94	11.46			15.20										
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0.0296	11.94	11.46			15.20										
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	VE1R2	0.0296	11.94	11.46			15.20										
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	VE1R2	0.0296	11.94	11.46			15.20										
	Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	VE1R4	0.0591	12.04	11.53			15.20										

Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.

Exhibit 1 to Amendment

COLLOCATION - Mississippi										Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION															
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	PE1R2	0.0288	12.37	11.87	6.04	5.45					15.75
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	0.0288	12.37	11.87	6.04	5.45					15.75
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	0.0288	12.37	11.87	6.04	5.45					15.75
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.0288	12.37	11.87	6.04	5.45					15.75
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.0288	12.37	11.87	6.04	5.45					15.75
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	PE1R2	0.0288	12.37	11.87	6.04	5.45					15.75
	Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	0.0576	12.47	11.94	6.59	5.91					15.75
PHYSICAL COLLOCATION															
	Physical Collocation - Application Fee - Initial			CLO	PE1BA		1,890.38								
	Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		1,575.69								
	Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		740.76								
	Physical Collocation - Space Preparation - Firm Order Processing		I	CLO	PE1SJ		604.19								
	Physical Collocation - Space Preparation - C.O. Modification per square ft.		I	CLO	PE1SK		2.30								
	Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless		I	CLO	PE1SL		2.52								
	Physical Collocation - Space Preparation - Common Systems Modification per Cage		I	CLO	PE1SM		85.67								
	Physical Collocation - Cable Installation			CLO	PE1BD			926.27	926.27	22.62					
	Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1PJ			5.74							
	Physical Collocation - Cable Support Structure, Per Entrance Cable			CLO	PE1PM			17.42							
	Physical Collocation - Power -48V DC Power, per Fused Amp		I	CLO	PE1PL			7.33							
	Physical Collocation - Power Reduction, Application Fee		I	CLO	PE1PR			398.76							
	Physical Collocation - 120V, Single Phase Standby Power Rate		I	CLO	PE1FB			5.29							
	Physical Collocation - 240V, Single Phase Standby Power Rate		I	CLO	PE1FD			10.58							
	Physical Collocation - 120V, Three Phase Standby Power Rate		I	CLO	PE1FE			15.87							
	Physical Collocation - 277V, Three Phase Standby Power Rate		I	CLO	PE1FG			36.65							
	Physical Collocation - 2-Wire Cross-Connects			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,UDL,UNCVX,UNLDX,UNCNX	PE1P2	0.0288	12.37	11.87	6.04	5.45					
	Physical Collocation - 4-Wire Cross-Connects			CLO, UAL, UDL, UDN, UEA, UHL, UNCVX, UNCDX, UCL	PE1P4	0.0576	12.47	11.94	6.59	5.91					
	Physical Collocation - DS1 Cross-Connects			CLO,UEANL,UEQ,W DS1L,WDS1S,USL,U1TD1,UXTD1,UNC1X,U added1,USLEL,UNLD1,UDL	PE1P1	1.14	22.16	16.02	6.60	5.97					

Exhibit 1 to Amendment

COLLOCATION - Mississippi										Attachment: 4		Exhibit: B				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect							
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - DS3 Cross-Connects			CLO, UE3,U1TD3, UXTD3, UXTS1, UNCSX, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3, UDL	PE1P3	14.49	21.01	15.29	7.61	6.10						
	Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	2.87	21.01	15.29	7.61	6.10						
	Physical Collocation - 4-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	5.10	25.70	19.97	10.01	8.50						
	Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.			CLO	PE1BW	183.20										
	Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.			CLO	PE1CW	17.97										
	Physical Collocation - Security Access System - Security System per Central Office		I	CLO	PE1AX	75.23										
	Physical Collocation - Security Access System - New Access Card Activation, per Card		I	CLO	PE1A1	0.0576	27.95	27.95								
	Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card		I	CLO	PE1AA		7.84	7.84								
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		22.91	22.91								
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		13.17	13.17								
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.17	13.17								
	Physical Collocation - Space Availability Report per premises		I	CLO	PE1SR		1,081.40	1,081.40								
	POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UDL, UNCVX, UNCDX, UNCNX	PE1PE	0.0867										
	POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, USL, UNCVX, UNCDX	PE1PF	0.1734										
	POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,WDS1L,W DS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1	PE1PG	1.22										
	POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UE3, U1TD3, UXTD3, UXTS1, UNCSX, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UDL, UDLSX	PE1PH	10.91										

COLLOCATION - Mississippi										Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
	POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, ULD03, ULD12, ULD48, U1T03, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B2	37.26									
	POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, ULD03, ULD12, ULD48, U1T03, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B4	50.24									
	Physical Collocation - Request Resend of CFA Information, per CLLI			CLO	PE1C9		77.41								
	Nonrecurring Collocation Cable Records - per request			CLO	PE1CR		763.69	490.94	133.77						
	Nonrecurring Collocation Cable Records - VG/DS0 Cable, per cable record			CLO	PE1CD		328.81		190.22						
	Nonrecurring Collocation Cable Records - VG/DS0 Cable, per each 100 pair			CLO	PE1CO		4.84	4.84	5.93	5.93					
	Nonrecurring Collocation Cable Records - DS1, per T1TIE			CLO	PE1C1		2.27	2.27	2.78	2.78					
	Nonrecurring Collocation Cable Records - DS3, per T3TIE			CLO	PE1C3		7.92	7.92	9.72	9.72					
	Nonrecurring Collocation Cable Records - Fiber Cable, per 99 fiber records			CLO	PE1CB		84.98	84.98	77.58	77.58					
	Physical Collocation - Security Escort - Basic, per Half Hour			CLO,CLORS	PE1BT		17.02	10.79							
	Physical Collocation - Security Escort - Overtime, per Half Hour			CLO,CLORS	PE1OT		22.17	13.94							
	Physical Collocation - Security Escort - Premium, per Half Hour			CLO,CLORS	PE1PT		27.32	17.08							
	V to P Conversion, Per Customer Request-Voice Grade			CLO	PE1BV		33.00								
	V to P Conversion, Per Customer Request-DS0			CLO	PE1BO		33.00								
	V to P Conversion, Per Customer Request-DS1			CLO	PE1B1		52.00								
	V to P Conversion, Per Customer request-DS3			CLO	PE1B3		52.00								
	V to P Conversion, Per Customer Request per VG Circuit Reconfigured			CLO	PE1BR		23.00								
	V to P Conversion, Per Customer Request per DS0 Circuit Reconfigured			CLO	PE1BP		23.00								
	V to P Conversion, Per Customer Request per DS1 Circuit Reconfigured			CLO	PE1BS		33.00								
	V to P Conversion, Per Customer Request per DS3 Circuit Reconfigured			CLO	PE1BE		37.00								
	V to P Conversion, Cable Pairs Assigned to Collo Space per 700 prs or fraction thereof			CLO	PE1B7		592.00								
	Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable, per linear ft.			CLO,UDF	PE1ES	0.001									
	Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable, per lin. ft.			CLO, UE3, USL	PE1DS	0.0015									
	Physical Collocation - Co-Carrier Cross Connects Only - Application Fee, per application			CLO	PE1DT		583.13								
	Physical Collocation - Application to Augment Existing Space - Simple			CLO	PE1KS		597.34		1.22						
	Physical Collocation - Application to Augment Existing Space - Minor			CLO	PE1KM		837.57		1.22						
	Physical Collocation - Application to Augment Existing Space - Intermediate			CLO	PE1K1		1,063.00		1.22						
ADJACENT COLLOCATION															
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0678									
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	4.68									

COLLOCATION - Mississippi										Attachment: 4		Exhibit: B				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect							
						First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Adjacent Collocation - 2-Wire Cross-Connects			CLOAC	PE1P2	0.0223	12.37	11.87	6.04	5.45						
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL, CLOAC	PE1P4	0.0446	12.47	11.94	6.59	5.91						
	Adjacent Collocation - DS1 Cross-Connects			USL,CLOAC	PE1P1	1.05	22.16	16.02	6.60	5.97						
	Adjacent Collocation - DS3 Cross-Connects			CLOAC	PE1P3	14.27	21.01	15.29	7.61	6.10						
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	2.42	21.01	15.29	7.61	6.10						
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	4.62	25.70	19.97	10.01	8.50						
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		1,585.83									
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.29										
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	10.58										
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	15.87										
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	36.65										
PHYSICAL COLLOCATION IN THE REMOTE SITE																
	Physical Collocation in the Remote Site - Application Fee			CLOCS	PE1RA		309.48		168.63							
	Cabinet Space in the Remote Site per Bay/ Rack			CLOCS	PE1RB	210.05										
	Physical Collocation in the Remote Site - Security Access - Key			CLOCS	PE1RD		13.17	13.17								
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLOCS	PE1SR		116.54	116.54								
	Physical Collocation in the Remote Site - Remote Site CLI Code Request, per CLI Code Requested			CLOCS	PE1RE		37.77	37.77								
	Remote Site DLEC Data (BRSD), per Compact Disk, per CO			CLOCS	PE1RR		233.14									
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLOCS	PE1RS	6.27										
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLOCS	PE1RT	0.134										
	Remote Site-Adjacent Collocation-Application Fee			CLOCS	PE1RU		755.62	755.62								
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																
VIRTUAL COLLOCATION																
	Virtual Collocation - Application Fee			AMTFS	EPF		1,212.25		0.51			15.75				
	Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX		926.27		22.62			15.75				
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	5.74										
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	7.33										
	Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX	15.24										
	Virtual Collocation - 2-wire Cross Connects (loop)			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ, AMTFS, UDL, UNCVX, UNCDX, UNCNX	UEAC2	0.0268	12.37	11.87	6.04	5.45		15.75				
	Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL,AMTFS, UAL, UDN, UNCVX, UNCDX	UEAC4	0.0536	12.47	11.94	6.59	5.91		15.75				
	Virtual Collocation - 2-Fiber Cross Connects			AMTFS,UDL12,UDLO3,U1T48,U1T12,U1T03,ULD03,ULD12,ULD48,UDF	CNC2F	2.91	21.01	15.29	7.61	6.10		15.75				
	Virtual Collocation - 4-Fiber Cross Connects			AMTFS,UDL12,UDLO3,U1T48,U1T12,U1T03,ULD03,ULD12,ULD48,UDF	CNC4F	5.82	25.70	19.97	10.01	8.50		15.75				

COLLOCATION - North Carolina																
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4		Exhibit: B		
						Rec	Nonrecurring		Nonrecurring Disconnect			Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							First	Add'l	First							Add'l
										SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
PHYSICAL COLLOCATION																
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	PE1R2	0.32	41.78	39.23					26.94	12.76		
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	0.32	41.78	39.23					26.94	12.76		
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	0.32	41.78	39.23					26.94	12.76		
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.32	41.78	39.23					26.94	12.76		
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.32	41.78	39.23					26.94	12.76		
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	PE1R2	0.32	41.78	39.23					26.94	12.76		
	Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	0.64	41.91	39.25					26.94	12.76		
PHYSICAL COLLOCATION																
	Physical Collocation - Application Fee - Initial		I	CLO	PE1BA		2,322.00									
	Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		2,311.00									
	Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		741.44									
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		1,196.00									
	Physical Collocation - Space Preparation - C.O. Modification per square ft.		I	CLO	PE1SK		2.42									
	Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless		I	CLO	PE1SL		2.88									
	Physical Collocation - Space Preparation - Common Systems Modification per Cage		I	CLO	PE1SM		97.98									
	Space Preparation Fees - Power Per Nominal -48V Dc Amp		I	CLO	PE1FH		5.76									
	Physical Collocation - Cable Installation		I	CLO	PE1BD		1,701.00	1,701.00								
	Physical Collocation - Floor Space per Sq. Ft.		I	CLO	PE1PJ		4.77									
	Physical Collocation - Cable Support Structure, Per Entrance Cable		I	CLO	PE1PM		20.57									
	Physical Collocation - Power -48V DC Power, per Fused Amp		I	CLO	PE1PL		7.65									
	Physical Collocation - Power Reduction, Application Fee		I	CLO	PE1PR		399.13									
	Physical Collocation - 120V, Single Phase Standby Power Rate		I	CLO	PE1FB		5.50									
	Physical Collocation - 240V, Single Phase Standby Power Rate		I	CLO	PE1FD		11.01									
	Physical Collocation - 120V, Three Phase Standby Power Rate		I	CLO	PE1FE		16.51									
	Physical Collocation - 277V, Three Phase Standby Power Rate		I	CLO	PE1FG		38.12									
	Physical Collocation - 2-Wire Cross-Connects		I	UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,UDL,UNCVX,UNLDX,UNCNX	PE1P2	0.0309	33.53	31.65								
	Physical Collocation - 4-Wire Cross-Connects		I	CLO,UAL,UDL,UDN,UEA,UHL,UNCVX,UNCDX,UCL	PE1P4	0.0618	33.67	31.70								
	Physical Collocation - DS1 Cross-Connects		I	CLO,UEANL,UEQ,WDS1L,WDS1S,USL,U1TD1,UXTD1,UNC1X,U added1,USLEL,UNLD1,UDL	PE1P1	1.38	52.87	39.86								

COLLOCATION - North Carolina										Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - DS3 Cross-Connects	I		CLO, UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3, UDL	PE1P3	17.62	51.97	38.59							
	Physical Collocation - 2-Fiber Cross-Connect	I		CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	3.50	51.97	38.59							
	Physical Collocation - 4-Fiber Cross-Connect	I		CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	6.20	64.53	51.15							
	Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.	I		CLO	PE1BW		559.81								
	Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.	I		CLO	PE1CW		25.37								
	Physical Collocation - Security System Per Central Office Per Assignable Sq. Ft.			CLO	PE1AY	0.0135									
	Physical Collocation - Security Access System - Security System per Central Office	I		CLO	PE1AX	41.03									
	Physical Collocation - Security Access System - New Access Card Activation, per Card	I		CLO	PE1A1	0.062	15.00								
	Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card	I		CLO	PE1AA		15.51								
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		15.00								
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		15.00								
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		15.00								
	Physical Collocation - Space Availability Report per premises	I		CLO	PE1SR		2,140.00	2,140.00							
	POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UDL, UNCVX, UNCDX, UNCNX	PE1PE	0.1054									
	POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, USL, UNCVX, UNCDX	PE1PF	0.2108									
	POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,WDS1L,W DS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1	PE1PG	1.49									
	POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UDL, UDLSX	PE1PH	13.27									

Exhibit 1 to Amendment

COLLOCATION - North Carolina										Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
													Rec	Nonrecurring	
										SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, ULDO3, ULD12, ULD48, U1T03, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B2	45.30									
	POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, ULDO3, ULD12, ULD48, U1T03, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B4	61.09									
	Physical Collocation - Request Resend of CFA Information, per CLI			CLO	PE1C9										
	Nonrecurring Collocation Cable Records - per request			CLO	PE1CR										
	Nonrecurring Collocation Cable Records - VG/DS0 Cable, per cable record			CLO	PE1CD										
	Nonrecurring Collocation Cable Records - VG/DS0 Cable, per each 100 pair			CLO	PE1CO										
	Nonrecurring Collocation Cable Records - DS1, per T1TIE			CLO	PE1C1										
	Nonrecurring Collocation Cable Records - DS3, per T3TIE			CLO	PE1C3										
	Nonrecurring Collocation Cable Records - Fiber Cable, per 99 fiber records			CLO	PE1CB										
	Physical Collocation - Security Escort - Basic, per Half Hour			CLO,CLORS	PE1BT										
	Physical Collocation - Security Escort - Overtime, per Half Hour			CLO,CLORS	PE1OT										
	Physical Collocation - Security Escort - Premium, per Half Hour			CLO,CLORS	PE1PT										
	V to P Conversion, Per Customer Request-Voice Grade			CLO	PE1BV										
	V to P Conversion, Per Customer Request-DS0			CLO	PE1BO										
	V to P Conversion, Per Customer Request-DS1			CLO	PE1B1										
	V to P Conversion, Per Customer request-DS3			CLO	PE1B3										
	V to P Conversion, Per Customer Request per VG Circuit Reconfigured			CLO	PE1BR										
	V to P Conversion, Per Customer Request per DS0 Circuit Reconfigured			CLO	PE1BP										
	V to P Conversion, Per Customer Request per DS1 Circuit Reconfigured			CLO	PE1BS										
	V to P Conversion, Per Customer Request per DS3 Circuit Reconfigured			CLO	PE1BE										
	V to P Conversion, Cable Pairs Assigned to Collo Space per 700 prs or fraction thereof			CLO	PE1B7										
	Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable, per linear ft.			CLO,UDF	PE1ES	0.0028									
	Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable, per lin. ft.			CLO,UE3,USL	PE1DS	0.0041									
	Physical Collocation - Co-Carrier Cross Connects Only - Application Fee, per application			CLO	PE1DT	583.66									
	Physical Collocation - Application to Augment Existing Space - Simple			CLO	PE1KS	575.93								1.16	
	Physical Collocation - Application to Augment Existing Space - Minor			CLO	PE1KM	806.66								1.16	
	Physical Collocation - Application to Augment Existing Space - Intermediate			CLO	PE1K1	1,023.00								1.16	
ADJACENT COLLOCATION															
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.1555									
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.78									

COLLOCATION - North Carolina										Attachment: 4		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
													Rec
	Adjacent Collocation - 2-Wire Cross-Connects			CLOAC	PE1P2	0.0239							
				UEA,UHL,UDL,UCL, CLOAC	PE1P4	0.0477	33.53	31.65					
	Adjacent Collocation - 4-Wire Cross-Connects			USL,CLOAC	PE1P1	1.28	52.87	39.86					
	Adjacent Collocation - DS1 Cross-Connects			CLOAC	PE1P3	17.35	51.97	38.59					
	Adjacent Collocation - DS3 Cross-Connects			CLOAC	PE1F2	2.94	51.97	38.59					
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F4	5.62	64.53	51.15					
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JB		3,139.00						
	Adjacent Collocation - Application Fee												
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.50							
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	11.01							
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	16.51							
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	38.12							
PHYSICAL COLLOCATION IN THE REMOTE SITE													
	Physical Collocation in the Remote Site - Application Fee			CLOAC	PE1RA		865.34	865.34					
	Cabinet Space in the Remote Site per Bay/ Rack			CLOAC	PE1RB	254.02							
	Physical Collocation in the Remote Site - Security Access - Key			CLOAC	PE1RD		26.06	26.06					
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLOAC	PE1SR		230.60	230.60					
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLOAC	PE1RE		74.74	74.74					
	Remote Site DLEC Data (BRSDDD), per Compact Disk, per CO			CLOAC	PE1RR		232.94						
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT													
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLOAC	PE1RS	6.27							
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLOAC	PE1RT	0.134							
	Remote Site-Adjacent Collocation-Application Fee			CLOAC	PE1RU		755.62	755.62					
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.													
VIRTUAL COLLOCATION													
	Virtual Collocation - Application Fee			AMTFS	EAF		2,848.30	2,848.30			26.94	12.76	
	Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX		2,750.00	2,750.00			26.94	12.76	
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	3.20							
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	3.48							
	Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX	13.35							
	Virtual Collocation - 2-wire Cross Connects (loop)			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,AMTFS,UDL, UNCVX,UNCDX, UNCNX	UEAC2	0.09	41.78	39.23	4.75	4.75	26.94	12.76	
	Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL, AMTFS,UAL,UDN, UNCVX,UNCDX	UEAC4	0.18	41.91	39.25	4.73	4.73	26.94	12.76	
	Virtual Collocation - 2-Fiber Cross Connects			AMTFS,UDL12, UDLO3,U1T48, U1T12,U1T03, ULD03,ULD12, ULD48,UDF	CNC2F	15.99	67.34	48.55			26.94	12.76	
	Virtual Collocation - 4-Fiber Cross Connects			AMTFS,UDL12, UDLO3,U1T48, U1T12,U1T03, ULD03,ULD12, ULD48,UDF	CNC4F	28.74	82.35	63.56			26.94	12.76	

COLLOCATION - North Carolina										Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual collocation - Special Access & UNE, cross-connect per DS1			USL,ULC,AMTFS,ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1	CNC1X	0.97	71.02	51.08					26.94	12.76	
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL,ULC,AMTFS,U E3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	56.25	151.90	11.83					26.94	12.76	
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot			AMTFS	VE1CB	0.0028									
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0041									
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable			AMTFS	VE1CC		532.72						26.94	12.76	
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		532.72						26.94	12.76	
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA		1,707.00								
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		923.08								
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		18.02	18.02							
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		8.43	8.43							
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		29.51	29.51							
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		278.82	278.82							
	Virtual collocation - Security Escort - Basic, per half hour			AMTFS	SPTBX		41.00	25.00					26.94	12.76	
	Virtual collocation - Security Escort - Overtime, per half hour			AMTFS	SPTOX		48.00	30.00					26.94	12.76	
	Virtual collocation - Security Escort - Premium, per half hour			AMTFS	SPTPX		55.00	35.00					26.94	12.76	
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		30.64	30.64					26.94	12.76	
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		35.77	35.77					26.94	12.76	
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		40.90	40.90					26.94	12.76	
VIRTUAL COLLOCATION															
	Virtual Collocation - 2-wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	VE1R2	0.09	41.78	39.23					26.94	12.76	
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	VE1R2	0.09	41.78	39.23					26.94	12.76	
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	VE1R2	0.09	41.78	39.23					26.94	12.76	
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0.09	41.78	39.23					26.94	12.76	
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	VE1R2	0.09	41.78	39.23					26.94	12.76	
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	VE1R2	0.09	41.78	39.23					26.94	12.76	
	Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	VE1R4	0.18	41.91	39.25					26.94	12.76	
Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.															

Exhibit 1 to Amendment

COLLOCATION - South Carolina										Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION															
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	PE1R2	0.0341	12.32	11.83	6.04	5.45		15.69			
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	0.0341	12.32	11.83	6.04	5.45		15.69			
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	0.0341	12.32	11.83	6.04	5.45		15.69			
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.0341	12.32	11.83	6.04	5.45		15.69			
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.0341	12.32	11.83	6.04	5.45		15.69			
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	PE1R2	0.0341	12.32	11.83	6.04	5.45		15.69			
	Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	1.12	22.08	15.96	6.42	5.80		15.69			
PHYSICAL COLLOCATION															
	Physical Collocation - Application Fee - Initial			CLO	PE1BA		1,883.67	1,883.67							
	Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		1,570.10	1,570.10							
	Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		743.66								
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		602.05	602.05							
	Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK		2.75								
	Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless			CLO	PE1SL		3.24								
	Physical Collocation - Space Preparation - Common Systems Modification per Cage			CLO	PE1SM		110.16								
	Physical Collocation - Cable Installation			CLO	PE1BD		794.22	794.22	22.54	22.54					
	Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1PJ		3.95								
	Physical Collocation - Cable Support Structure, Per Entrance Cable			CLO	PE1PM		21.33								
	Physical Collocation - Power -48V DC Power, per Fused Amp			CLO	PE1PL		9.19								
	Physical Collocation - Power Reduction, Application Fee			CLO	PE1PR		400.33								
	Physical Collocation - 120V, Single Phase Standby Power Rate			CLO	PE1FB		5.67								
	Physical Collocation - 240V, Single Phase Standby Power Rate			CLO	PE1FD		11.36								
	Physical Collocation - 120V, Three Phase Standby Power Rate			CLO	PE1FE		17.03								
	Physical Collocation - 277V, Three Phase Standby Power Rate			CLO	PE1FG		39.33								
	Physical Collocation - 2-Wire Cross-Connects			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ, UDL, UNCVX, UNLDX, UCNX	PE1P2	0.0341	12.32	11.83	6.04	5.45					
	Physical Collocation - 4-Wire Cross-Connects			CLO, UAL, UDL, UDN, UEA, UHL, UNCVX, UNCDX, UCL	PE1P4	0.0682	12.42	11.90	6.40	5.74					
	Physical Collocation - DS1 Cross-Connects			CLO,UEANL,UEQ,W DS1L,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1, UDL	PE1P1	1.12	22.08	15.96	6.42	5.80					

COLLOCATION - South Carolina										Attachment: 4		Exhibit: B									
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l						
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS Rates (\$)					
							First	Add'l	First							Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - DS3 Cross-Connects			CLO, UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3, UDL	PE1P3	14.21	20.94	15.23	7.39	5.93											
	Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	2.82	20.94	15.23	7.40	5.93											
	Physical Collocation - 4-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	5.01	25.61	19.90	9.73	8.26											
	Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.			CLO	PE1BW	219.19															
	Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.			CLO	PE1CW	21.50															
	Physical Collocation - Security Access System - Security System per Central Office			CLO	PE1AX	74.72															
	Physical Collocation - Security Access System - New Access Card Activation, per Card			CLO	PE1A1	0.0601	27.85	27.85													
	Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		7.81	7.81													
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		22.83	22.83													
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		13.13	13.13													
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.13	13.13													
	Physical Collocation - Space Availability Report per premises			CLO	PE1SR		1,077.57	1,077.57													
	POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UDL, UNCVX, UNCDX, UNCNX	PE1PE	0.085															
	POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,USL, UNCVX, UNCDX	PE1PF	0.1701															
	POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,WDS1L,W DS1S,USL,U1TD1, UXTD1,UNC1X, ULDD1,USLEL, UNLD1	PE1PG	1.20															
	POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UE3, U1TD3, UXTD3, UXTS1,UNC3X, UNCSX,ULDD3, U1TS1,ULDS1, UNLD3,UDL, UDLSX	PE1PH	10.71															

COLLOCATION - South Carolina										Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
	POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, ULDO3, ULD12, ULD48, U1T03, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B2	36.55									
	POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, ULDO3, ULD12, ULD48, U1T03, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B4	49.29									
	Physical Collocation - Request Resend of CFA Information, per CLLI			CLO	PE1C9		77.71								
	Nonrecurring Collocation Cable Records - per request			CLO	PE1CR		760.98	489.20	133.29	133.29					
	Nonrecurring Collocation Cable Records - VG/DS0 Cable, per cable record			CLO	PE1CD		327.65	327.65	189.54	189.54					
	Nonrecurring Collocation Cable Records - VG/DS0 Cable, per each 100 pair			CLO	PE1CO		4.82	4.82	5.91	5.91					
	Nonrecurring Collocation Cable Records - DS1, per T1TIE			CLO	PE1C1		2.26	2.26	2.77	2.77					
	Nonrecurring Collocation Cable Records - DS3, per T3TIE			CLO	PE1C3		7.90	7.90	9.68	9.68					
	Nonrecurring Collocation Cable Records - Fiber Cable, per 99 fiber records			CLO	PE1CB		84.68	84.68	77.30	77.30					
	Physical Collocation - Security Escort - Basic, per Half Hour			CLO,CLORS	PE1BT		16.96	10.75							
	Physical Collocation - Security Escort - Overtime, per Half Hour			CLO,CLORS	PE1OT		22.10	13.89							
	Physical Collocation - Security Escort - Premium, per Half Hour			CLO,CLORS	PE1PT		27.23	17.02							
	V to P Conversion, Per Customer Request-Voice Grade			CLO	PE1BV				33.00						
	V to P Conversion, Per Customer Request-DS0			CLO	PE1BO				33.00						
	V to P Conversion, Per Customer Request-DS1			CLO	PE1B1				52.00						
	V to P Conversion, Per Customer request-DS3			CLO	PE1B3				52.00						
	V to P Conversion, Per Customer Request per VG Circuit Reconfigured			CLO	PE1BR				23.00						
	V to P Conversion, Per Customer Request per DS0 Circuit Reconfigured			CLO	PE1BP				23.00						
	V to P Conversion, Per Customer Request per DS1 Circuit Reconfigured			CLO	PE1BS				33.00						
	V to P Conversion, Per Customer Request per DS3 Circuit Reconfigured			CLO	PE1BE				37.00						
	V to P Conversion, Cable Pairs Assigned to Collo Space per 700 prs or fraction thereof			CLO	PE1B7				592.00						
	Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable, per linear ft.			CLO,UDF	PE1ES	0.001									
	Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable, per lin. ft.			CLO, UE3, USL	PE1DS	0.0015									
	Physical Collocation - Co-Carrier Cross Connects Only - Application Fee, per application			CLO	PE1DT		584.42								
	Physical Collocation - Application to Augment Existing Space - Simple			CLO	PE1KS		594.27		1.21						
	Physical Collocation - Application to Augment Existing Space - Minor			CLO	PE1KM		833.26		1.21						
	Physical Collocation - Application to Augment Existing Space - Intermediate			CLO	PE1K1		1,058.00		1.21						
ADJACENT COLLOCATION															
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0939									
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	6.40									

COLLOCATION - South Carolina										Attachment: 4		Exhibit: B				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect							
						First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
	Adjacent Collocation - 2-Wire Cross-Connects			CLOAC	PE1P2	0.0264	12.32	11.83	6.04	5.45						
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL, CLOAC	PE1P4	0.0527	12.42	11.90	6.40	5.74						
	Adjacent Collocation - DS1 Cross-Connects			USL,CLOAC	PE1P1	1.03	22.08	15.96	6.42	5.80						
	Adjacent Collocation - DS3 Cross-Connects			CLOAC	PE1P3	14.00	20.94	15.23	7.39	5.93						
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	2.37	20.94	15.23	7.40	5.93						
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	4.53	25.61	19.90	9.73	8.26						
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		1,580.20									
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.67										
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	11.36										
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	17.03										
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	39.33										
PHYSICAL COLLOCATION IN THE REMOTE SITE																
	Physical Collocation in the Remote Site - Application Fee			CLOAC	PE1RA		308.38	308.38	168.60	168.60						
	Cabinet Space in the Remote Site per Bay/ Rack			CLOAC	PE1RB	246.44										
	Physical Collocation in the Remote Site - Security Access - Key			CLOAC	PE1RD		13.13	13.13								
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLOAC	PE1SR		116.13	116.13								
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLOAC	PE1RE		37.64	37.64								
	Remote Site DLEC Data (BRSD), per Compact Disk, per CO			CLOAC	PE1RR		234.50									
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLOAC	PE1RS	6.27										
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLOAC	PE1RT	0.134										
	Remote Site-Adjacent Collocation-Application Fee			CLOAC	PE1RU		755.62	755.62								
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																
VIRTUAL COLLOCATION																
	Virtual Collocation - Application Fee			AMTFS	EAF		1,207.95	1,207.95	0.51	0.51		15.69				
	Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX		794.22	794.22	22.54	22.54		15.69				
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	3.95										
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	9.19										
	Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX	18.66										
	Virtual Collocation - 2-wire Cross Connects (loop)			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,AMTFS,UDL, UNCVX,UNCDX, UNCNX	UEAC2	0.0317	12.32	11.83	6.04	5.45		15.69				
	Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL, AMTFS,UAL,UDN, UNCVX,UNCDX	UEAC4	0.0634	12.42	11.90	6.40	5.74		15.69				
	Virtual Collocation - 2-Fiber Cross Connects			AMTFS,UDL12, UDLO3,U1T48, U1T12,U1T03, ULD03,ULD12, ULD48,UDF	CNC2F	2.86	20.94	15.23	7.40	5.93		15.69				
	Virtual Collocation - 4-Fiber Cross Connects			AMTFS,UDL12, UDLO3,U1T48, U1T12,U1T03, ULD03,ULD12, ULD48,UDF	CNC4F	5.71	25.61	19.90	9.73	8.26		15.69				

COLLOCATION - South Carolina										Attachment: 4		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
													Rec
	Virtual collocation - Special Access & UNE,cross-connect per DS1			USL,ULC,AMTFS,ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1	CNC1X	1.12	22.08	15.96	6.42	5.80		15.69	
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL,ULC,AMTFS,U E3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	14.21	20.94	15.23	7.39	5.93		15.69	
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot			AMTFS	VE1CB	0.0022							
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0033							
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure,per cable			AMTFS	VE1CC		536.56						
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		536.56						
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA		760.98	489.20	133.29	133.29			
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		327.65	327.65	189.54	189.54			
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		4.82	4.82	5.91	5.91			
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		2.26	2.26	2.77	2.77			
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		7.90	7.90	9.68	9.68			
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		84.68	84.68	77.30	77.30			
	Virtual collocation - Security Escort - Basic, per half hour			AMTFS	SPTBX		16.96	10.75				15.69	
	Virtual collocation - Security Escort - Overtime, per half hour			AMTFS	SPTOX		22.10	13.89				15.69	
	Virtual collocation - Security Escort - Premium, per half hour			AMTFS	SPTPX		27.23	17.02				15.69	
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		27.99	10.75				15.69	
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		36.56	13.89				15.69	
	Virtual collocation - Maintenance, in CO - Premium per half hour			AMTFS	SPTPM		45.12	17.02				15.69	
VIRTUAL COLLOCATION													
	Virtual Collocation - 2-wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	VE1R2	0.0317	12.32	11.83	6.04	5.45		15.69	
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	VE1R2	0.0317	12.32	11.83	6.04	5.45		15.69	
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	VE1R2	0.0317	12.32	11.83	6.04	5.45		15.69	
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0.0317	12.32	11.83	6.04	5.45		15.69	
	Virtual Collocation 2-Wire Cross Connect, Exchnage Port 2-Wire ISDN			UEPSX	VE1R2	0.0317	12.32	11.83	6.04	5.45		15.69	
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	VE1R2	0.0317	12.32	11.83	6.04	5.45		15.69	
	Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	VE1R4	1.12	22.08	15.96	6.42	5.80		15.69	
Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.													

Exhibit 1 to Amendment

COLLOCATION - Tennessee										Attachment: 4		Exhibit: B				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring First	Nonrecurring Add'l						
PHYSICAL COLLOCATION																
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	PE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	PE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
	Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	0.50	19.20	19.20					20.35	10.54	13.32	1.40
PHYSICAL COLLOCATION																
	Physical Collocation - Cageless - Application Fee			CLO	PE1CH		2,633.00	2,633.00								
	Physical Collocation Administrative Only - Application Fee	I		CLO	PE1BL		743.25									
	Physical Collocation - Space Preparation - Firm Order	I		CLO	PE1SJ		1,204.00	1,204.00								
	Physical Collocation - Space Preparation - C.O. Modification per square ft.	I		CLO	PE1SK	2.74										
	Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless	I		CLO	PE1SL	2.95										
	Physical Collocation - Space Preparation - Common Systems Modification per Cage	I		CLO	PE1SM	100.14										
	Physical Collocation - Cageless - Cable Installation Cost, per cable			CLO	PE1ZA		1,749.00									
	Physical Collocation - Cageless - Floor Space, per sq. ft.			CLO	PE1ZB	3.91										
	Physical Collocation - Floor Space per Sq. Ft.	I		CLO	PE1PJ	5.94										
	Physical Collocation - Cageless - Cable Support Structure			CLO	PE1CJ	17.87										
	Physical Collocation - Cable Support Structure, Per Entrance Cable	I		CLO	PE1PM	19.80										
	Physical Collocation - Cageless - Floor Space Power, per Fused Amp			CLO	PE1ZC	6.79										
	Physical Collocation - Power -48V DC Power, per Fused Amp	I		CLO	PE1PL	8.87										
	Physical Collocation - Power Reduction, Application Fee	I		CLO	PE1PR		400.10									
	Physical Collocation - 120V, Single Phase Standby Power Rate	I		CLO	PE1FB	5.60										
	Physical Collocation - 240V, Single Phase Standby Power Rate	I		CLO	PE1FD	11.22										
	Physical Collocation - 120V, Three Phase Standby Power Rate	I		CLO	PE1FE	16.82										
	Physical Collocation - 277V, Three Phase Standby Power Rate	I		CLO	PE1FG	38.84										
	Physical Collocation - 2-Wire Cross-Connects	I		UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,UDL,UNCVX,UNLDX,UNCNX	PE1P2	0.033	33.82	31.92								
	Physical Collocation - 4-Wire Cross-Connects	I		CLO,UAL,UDL,UDN,UEA,UHL,UNCVX,UNCDX,UCL	PE1P4	0.066	33.94	31.95								

Exhibit 1 to Amendment

COLLOCATION - Tennessee										Attachment: 4		Exhibit: B				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l						
	Physical Collocation - DS1 Cross-Connects	I		CLO,UEANL,UEQ,WDS1L,WDS1S,USL,U1TD1,UXTD1,UNC1X,ULDD1,USLEL,UNLD1,UDL	PE1P1	1.51	53.27	40.16								
	Physical Collocation - DS3 Cross-Connects	I		CLO,UE3,U1TD3,UXTD3,UXTS1,UNC3X,UNC3X,ULDD3,U1TS1,ULDS1,UNLD3,UDL	PE1P3	19.26	52.37	38.89								
	Physical Collocation - 2-Fiber Cross-Connect	I		CLO,ULDO3,ULD12,ULD48,U1TO3,U1T12,U1T48,UDLO3,UDL12,UDF	PE1F2	15.64	41.56	29.82	12.96	10.34		2.69	2.69	1.56	1.56	
	Physical Collocation - Cageless - 2-Fiber Cross-Connect			CLO,ULDO3,ULD12,ULD48,U1TO3,U1T12,U1T48,UDLO3,UDL12,UDF	PE1CK	3.03	41.56	29.82	12.96	10.34						
	Physical Collocation - 4-Fiber Cross-Connect	I		CLO,ULDO3,ULD12,ULD48,U1TO3,U1T12,U1T48,UDLO3,UDL12,UDF	PE1F4	28.11	50.53	38.78	16.97	14.35		2.69	2.69	1.56	1.56	
	Physical Collocation - Cageless - 4-Fiber Cross-Connect			CLO,ULDO3,ULD12,ULD48,U1TO3,U1T12,U1T48,UDLO3,UDL12,UDF	PE1CL	6.06	50.53	38.78	16.97	14.35						
	Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.	I		CLO	PE1BW	218.53										
	Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.	I		CLO	PE1CW	21.44										
	Physical Collocation - Security Access System - Security System per Central Office	I		CLO	PE1AX	55.99										
	Physical Collocation - Security Access System - New Access Card Activation, per Card	I		CLO	PE1A1	0.059	55.67	55.67								
	Physical Collocation - Security Access System - Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		15.61	15.61								
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		45.64	45.64								
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		26.24	26.24								
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		26.24	26.24								
	Physical Collocation - Space Availability Report per premises			CLO	PE1SR		2,027.00	2,154.00								
	POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect	I		UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UDL,UNCVX,UNCDX,UNCNX	PE1PE	0.40										
	POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect	I		UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,USL,UNCVX,UNCDX	PE1PF	1.20										

COLLOCATION - Tennessee										Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First						
	POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect	I		UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,WDS1L,W DS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1	PE1PG	1.20									
	POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect	I		UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCXS, ULDD3, U1TS1, ULDS1, UNLD3, UDL, UDLSX	PE1PH	8.00									
	POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, Per Cross-Connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, ULDO3, ULD12, ULD48, U1T03, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B2	38.79									
	POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, ULDO3, ULD12, ULD48, U1T03, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B4	52.31									
	Physical Collocation - Request Resend of CFA Information, per CLLI	I		CLO	PE1C9		77.67								
	Nonrecurring Collocation Cable Records - per request	I		CLO	PE1CR		1,711.00								
	Nonrecurring Collocation Cable Records - VG/DS0 Cable, per cable record	I		CLO	PE1CD		925.06								
	Nonrecurring Collocation Cable Records - VG/DS0 Cable, per each 100 pair	I		CLO	PE1CO		18.05	18.05							
	Nonrecurring Collocation Cable Records - DS1, per T1TIE	I		CLO	PE1C1		8.45	8.45							
	Nonrecurring Collocation Cable Records - DS3, per T3TIE	I		CLO	PE1C3		29.57	29.57							
	Nonrecurring Collocation Cable Records - Fiber Cable, per 99 fiber records	I		CLO	PE1CB		279.42	279.42							
	Physical Collocation - Cageless - Security Escort - Basic, per Half Hour			CLO	PE1ZM		33.15	20.44							
	Physical Collocation - Cageless - Security Escort - Overtime, per Half Hour			CLO	PE1ZN		41.50	25.61							
	Physical Collocation - Cageless - Security Escort - Premium, per Half Hour			CLO	PE1ZO		49.86	30.79							
	Physical Collocation - Security Escort - Basic, per Half Hour			CLO,CLORS	PE1BT		33.91	21.49							
	Physical Collocation - Security Escort - Overtime, per Half Hour			CLO,CLORS	PE1OT		44.17	27.76							
	Physical Collocation - Security Escort - Premium, per Half Hour			CLO,CLORS	PE1PT		54.42	34.02							
	V to P Conversion, Per Customer Request-Voice Grade	I		CLO	PE1BV		33.00								
	V to P Conversion, Per Customer Request-DS0	I		CLO	PE1B0		33.00								
	V to P Conversion, Per Customer Request-DS1	I		CLO	PE1B1		52.00								
	V to P Conversion, Per Customer request-DS3	I		CLO	PE1B3		52.00								
	V to P Conversion, Per Customer Request per VG Circuit Reconfigured	I		CLO	PE1BR		23.00								
	V to P Conversion, Per Customer Request per DS0 Circuit Reconfigured	I		CLO	PE1BP		23.00								

COLLOCATION - Tennessee										Attachment: 4		Exhibit: B				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l						
											SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	V to P Conversion, Per Customer Request per DS1 Circuit Reconfigured	I		CLO	PE1BS		33.00									
	V to P Conversion, Per Customer Request per DS3 Circuit Reconfigured	I		CLO	PE1BE		37.00									
	V to P Conversion, Cable Pairs Assigned to Collo Space per 700 prs or fraction thereof	I		CLO	PE1B7		592.00									
	Physical Caged Collocation-App Cost(initial & sub)-Planning, per request			CLO	PE1AC	16.16	2,903.66	2,903.66								
	Physical Caged Collocation-Space Prep-Grounding, per location			CLO	PE1BB	4.32										
	Physical Caged Collocation-Space Prep-Power Delivery, per 40 amp Feed			CLO	PE1SN		142.40									
	Physical Caged Collocation-Space Prep-Power Delivery, per 100 amp Feed			CLO	PE1SO		185.72									
	Physical Caged Collocation-Space Prep-Power Delivery, per 200 amp Feed			CLO	PE1SP		242.05									
	Physical Caged Collocation-Space Enclosure-Cage Preparation, per first 100 sq. ft.			CLO	PE1S1	110.97										
	Physical Caged Collocation-Space Enclosure-Cage Preparation2, per add'l 50 sq. ft.			CLO	PE1S5	55.49										
	Physical Caged Collocation-Cable Installation-Entrance Fiber Structure, interduct per ft.			CLO	PE1CP	0.0156										
	Physical Caged Collocation-Cable Installation-Entrance Fiber, per cable			CLO	PE1CQ	2.56	944.27									
	Physical Caged Collocation-Floor Space-Land & Buildings, per sq. ft.			CLO	PE1FS	5.94										
	Physical Caged Collocation-Cable Support Structure-Cable Racking, per entrance cable			CLO	PE1CS	21.47										
	Physical Caged Collocation-Power-Power Construction, per amp DC plant			CLO	PE1PN	3.55										
	Physical Caged Collocation-Power-Power Consumption,per amp AC usage			CLO	PE1PO	2.03										
	Physical Caged Collocation-2-wire Cross Connects-Voice Grade ckt, per ckt.			CLO	PE12C	0.0475	7.68									
	Physical Caged Collocation-4-wire Cross Connects-Voice Grade Ckts, per ckt.			CLO	PE14C	0.0475	7.68									
	Physical Caged Collocation-DS1 Cross Connects-connection to DCS, per ckt.			CLO	PE11S	7.68	41.65									
	Physical Caged Collocation-DS1 Cross Connects-Connection to DSX, per ckt.			CLO	PE11X	0.38	41.65									
	Physical Caged Collocation-DS3 Cross Connects-Connection to DCS, per ckt.			CLO	PE13S	53.96	298.03									
	Physical Caged Collocation-DS3 Cross Connects-Connection to DSX, per ckt.			CLO	PE13X	9.32	298.03									
	Physical Caged Collocation-Security Access-Access Cards, per 5 Cards			CLO	PE1A2		76.10									
	Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable, per linear ft.			CLO,UDF	PE1ES	0.0013										
	Physical Collocation - Cageless - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear ft.			CLO	PE1ZH	0.0031										
	Physical Collocation - Cageless - Co-Carrier Cross Connects- Fiber Cable Support Structure, per cable			CLO	PE1ZK		555.03									
	Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable, per lin. ft.			CLO	PE1DS	0.0019										
	Physical Collocation - Cageless - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft.			CLO	PE1ZJ	0.0045										
	Physical Collocation - Cageless - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			CLO	PE1ZL		555.03									

COLLOCATION - Tennessee										Attachment: 4		Exhibit: B				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l						
											SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - Co-Carrier Cross Connects Only - Application Fee, per application			CLO	PE1DT		585.09									
ADJACENT COLLOCATION																
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0656										
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.53										
	Adjacent Collocation - 2-Wire Cross-Connects			CLOAC	PE1P2	0.34	11.12	10.18	11.33	10.23			1.77	1.77	1.12	1.12
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL,CLOAC	PE1P4	0.33	11.30	10.31	11.62	10.44			1.77	1.77	1.12	1.12
	Adjacent Collocation - DS1 Cross-Connects			USL,CLOAC	PE1P1	1.70	28.39	16.88	11.65	10.54			1.77	1.77	1.12	1.12
	Adjacent Collocation - DS3 Cross-Connects			CLOAC	PE1P3	19.03	26.23	15.51	13.40	10.77			1.77	1.77	1.12	1.12
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	3.49	26.23	15.51	13.41	10.78			1.77	1.77	1.12	1.12
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	6.50	29.75	19.02	17.60	14.97			1.77	1.77	1.12	1.12
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		2,973.00									
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.81										
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	11.64										
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	17.45										
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	40.30										
PHYSICAL COLLOCATION IN THE REMOTE SITE																
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		580.20		312.76							
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	220.41										
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		24.69									
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		218.49									
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		70.81									
	Remote Site DLEC Data (BRSDDD), per Compact Disk, per CO			CLORS	PE1RR		234.15									
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27										
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134										
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62								
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																
VIRTUAL COLLOCATION																
	Virtual Collocation - Application Fee			AMTFS	EAF		2,633.00	2,633.00					2.07	2.81	0.67	1.41
	Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX		1,749.00	1,749.00					2.07	2.81	0.67	1.41
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	3.91										
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	6.79										
	Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX	17.87										
	Virtual Collocation - 2-wire Cross Connects (loop)			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,U	UEAC2	0.57	11.62	9.90	10.38	8.66			2.07	2.81	0.67	1.41
	Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL,AMTFS,UAL,UDN,UNCVX,UNCDCX	UEAC4	0.57	11.81	10.04	10.44	8.67			2.07	2.81	0.67	1.41
	Virtual Collocation - 2-Fiber Cross Connects			AMTFS,UDL12,UDLO3,U1T48,U1T12,U1T03,ULDO3,ULD12,ULD48,UDF	CNC2F	3.03	41.56	29.82	12.96	10.34			2.69	2.69	1.56	1.56

COLLOCATION - Tennessee														Attachment: 4		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l							OSS Rates (\$)
	Virtual Collocation - 4-Fiber Cross Connects			AMTFS,UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULDD1, ULD48, UDF	CNC4F	6.06	50.53	38.78	16.97	14.35			2.69	2.69	1.56	1.56	
	Virtual collocation - Special Access & UNE, cross-connect per DS1			USL,ULC,AMTFS, ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1	CNC1X	1.32	32.22	17.76	10.46	8.75			2.07	2.81	0.67	1.41	
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL,ULC,AMTFS,U E3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	12.32	29.97	16.30	12.03	8.99			2.07	2.81	0.67	1.41	
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot			AMTFS	VE1CB	0.0031											
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0045											
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable			AMTFS	VE1CC		555.03						2.07	2.81	0.67	1.41	
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		555.03						2.07	2.81	0.67	1.41	
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA		1,711.00										
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		925.06										
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		18.05	18.05									
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		8.45	8.45									
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		29.57	29.57									
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		279.42	279.42									
	Virtual collocation - Security Escort - Basic, per half hour			AMTFS	SPTBX		33.15	20.44				2.07	2.81	0.67	1.41		
	Virtual collocation - Security Escort - Overtime, per half hour			AMTFS	SPTOX		41.50	25.61				2.07	2.81	0.67	1.41		
	Virtual collocation - Security Escort - Premium, per half hour			AMTFS	SPTPX		49.86	30.79				2.07	2.81	0.67	1.41		
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		30.64	30.64				2.07	2.81	0.67	1.41		
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		35.77	35.77				2.07	2.81	0.67	1.41		
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		40.90	40.90				2.07	2.81	0.67	1.41		
VIRTUAL COLLOCATION																	
	Virtual Collocation - 2-wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	VE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40	
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	VE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40	
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	VE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40	
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40	
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	VE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40	
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	VE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40	
	Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	VE1R4	0.50	19.20	19.20					20.35	10.54	13.32	1.40	

Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.

LOCAL INTERCONNECTION - Alabama										Attachment: 3				Exhibit: A			
CATEGORY	NOTES	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect							OSS RATES (\$)
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																	
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3. The Parties will designate, through the reporting of the Percent Local Facility ("PLF") factor, the portion of switched dedicated facilities utilized for local traffic, and thus eligible for bill and keep.																	
COMPENSATION																	
		Single Rate for Local and ISP-bound Traffic (6/30/03-12/29/03)															\$0.00070

LOCAL INTERCONNECTION - Florida										Attachment: 3				Exhibit: A			
CATEGORY	NOTES	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	
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																	
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3. The Parties will designate, through the reporting of the Percent Local Facility ("PLF") factor, the portion of switched dedicated facilities utilized for local traffic, and thus eligible for bill and keep.																	
COMPENSATION																	
		Single Rate for Local and ISP-bound Traffic (6/30/03-12/29/03)															\$0.00070

LOCAL INTERCONNECTION - Georgia										Attachment: 3				Exhibit: A			
CATEGORY	NOTES	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	
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																	
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3. The Parties will designate, through the reporting of the Percent Local Facility ("PLF") factor, the portion of switched dedicated facilities utilized for local traffic, and thus eligible for bill and keep.																	
COMPENSATION																	
		Single Rate for Local and ISP-bound Traffic (6/30/03-12/29/03)															\$0.00070

LOCAL INTERCONNECTION - Kentucky										Attachment: 3				Exhibit: A		
CATEGORY	NOTES	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						
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3. The Parties will designate, through the reporting of the Percent Local Facility ("PLF") factor, the portion of switched dedicated facilities utilized for local traffic, and thus eligible for bill and keep.																
COMPENSATION																
		Single Rate for Local and ISP-bound Traffic (6/30/03-12/29/03)														

LOCAL INTERCONNECTION - Louisiana										Attachment: 3				Exhibit: A			
CATEGORY	NOTES	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	
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																	
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3. The Parties will designate, through the reporting of the Percent Local Facility ("PLF") factor, the portion of switched dedicated facilities utilized for local traffic, and thus eligible for bill and keep.																	
COMPENSATION																	
		Single Rate for Local and ISP-bound Traffic (6/30/03-12/29/03)					\$0.00070										

LOCAL INTERCONNECTION - North Carolina										Attachment: 3				Exhibit: A			
CATEGORY	NOTES	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	
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																	
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3. The Parties will designate, through the reporting of the Percent Local Facility ("PLF") factor, the portion of switched dedicated facilities utilized for local traffic, and thus eligible for bill and keep.																	
COMPENSATION																	
		Single Rate for Local and ISP-bound Traffic (6/30/03-12/29/03)															\$0.00070

LOCAL INTERCONNECTION - South Carolina										Attachment: 3				Exhibit: A			
CATEGORY	NOTES	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect							OSS RATES (\$)
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																	
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3. The Parties will designate, through the reporting of the Percent Local Facility ("PLF") factor, the portion of switched dedicated facilities utilized for local traffic, and thus eligible for bill and keep.																	
COMPENSATION																	
Single Rate for Local and ISP-bound Traffic (6/30/03-12/29/03)																	
							\$0.00070										

LOCAL INTERCONNECTION - Tennessee										Attachment: 3				Exhibit: A			
CATEGORY	NOTES	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect							OSS RATES (\$)
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																	
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3. The Parties will designate, through the reporting of the Percent Local Facility ("PLF") factor, the portion of switched dedicated facilities utilized for local traffic, and thus eligible for bill and keep.																	
COMPENSATION																	
		Single Rate for Local and ISP-bound Traffic (6/30/03-12/29/03)															\$0.00070