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BellSouth Telecommunications, Inc.
150 South Monroe Street
Suite 400
Tallahassee, Florida 32301

Jerry.hendrix@bellsouth.com

Jerry D. Hendrix
Vice President
Regulatory Relations

COMMISSION
CLERK

Phone: (850) 577-5550
Fax (850) 222-8640

July 6, 2006

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

Re: Docket 060460-TP Approval of Interconnection, Unbundling, Resale and Collocation Agreement And one Amendment between BellSouth Telecommunications, Inc. And Azul Tel, Inc.

Dear Ms. Bayo:

Please find enclosed pages 451-649 that were inadvertently left out from the original filing on June 15, 2006. If you have any questions please do not hesitate to contact Robyn Holland at (850) 577-5551.

Yours very truly,

Regulatory Vice President

Attachments

- CMP _____
- COM _____
- CTR _____
- ECR _____
- GCL _____
- OPC _____
- RCA _____
- SCR _____
- SGA _____
- SEC 1
- OTH _____

DOCUMENT NUMBER-DATE

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FPSC-COMMISSION CLERK

UNBUNDLED NETWORK ELEMENTS - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: A			
						Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l			SOME C	SOMAN	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
															SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Line Port (Bus)																	
	2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	1.70	22.14	15.25	8.45	3.91		15.69						
	2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	1.70	22.14	15.25	8.45	3.91		15.69						
	2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	1.70	22.14	15.25	8.45	3.91		15.69						
	2-Wire voice Grade unbundled Tennessee extended local dialing parity port with Caller ID - bus			UEPBX	UEPAV	1.70	22.14	15.25	8.45	3.91		15.69						
	2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPBX	UEPB1	1.70	22.14	15.25	8.45	3.91		15.69						
	2-Wire voice unbundled Tennessee Bus 2-Way Area Calling Port Economy Option (TACC1)			UEPBX	UEPAC	1.70	22.14	15.25	8.45	3.91		15.69						
	2-Wire voice unbundled Tennessee Bus 2-Way Area Calling Port Standard Option (TACC2)			UEPBX	UEPAD	1.70	22.14	15.25	8.45	3.91		15.69						
	2-Wire voice unbundled Tennessee Bus 2-Way Collierville and Memphis Local Calling Port (B2F)			UEPBX	UEPAE	1.70	22.14	15.25	8.45	3.91		15.69						
	2-Wire Voice Unbundled Tennessee Business Dialing Plan without Caller ID			UEPBX	UEPWO	1.70	22.14	15.25	8.45	3.91		15.69						
	Tennessee Inward Collierville and Memphis Local Calling Plan (BUS)			UEPBX	UEPB2	1.70	22.14	15.25	8.45	3.91		15.69						
	Tennessee 2-Way Collierville and Memphis Local Calling Plan (BUS)			UEPBX	UEPB3	1.70	22.14	15.25	8.45	3.91		15.69						
	2-Wire voice unbundled Incoming Only Port without Caller ID Capability			UEPBX	UEPBE	1.70	22.14	15.25	8.45	3.91		15.69						
	LOCAL NUMBER PORTABILITY																	
	Local Number Portability (1 per port)			UEPBX	LNPCX	0.35												
	FEATURES																	
	All Features Offered			UEPBX	UEPVF	0.00	0.00	0.00				15.69						
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																	
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPBX	USAC2		1.03	0.29				15.69						
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPBX	USACC		1.03	0.29				15.69						
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update							0.76				15.69						
	ADDITIONAL NRCs																	
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPBX	USAS2	0.00	0.00	0.00				15.69						
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPBX	URETL			8.33	0.83				20.35	10.54	13.32	13.32		
	OFF/OFF PREMISES EXTENSION CHANNELS																	
	2 Wire Analog Voice Grade Extension Loop - Non-Design		1	UEPBX	UEAFN	13.19	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32		
	2 Wire Analog Voice Grade Extension Loop - Non-Design		2	UEPBX	UEAFN	17.23	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32		
	2 Wire Analog Voice Grade Extension Loop - Non-Design		3	UEPBX	UEAFN	22.53	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32		
	2 Wire Analog Voice Grade Extension Loop - Design		1	UEPBX	UEAED	16.56	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32		
	2 Wire Analog Voice Grade Extension Loop - Design		2	UEPBX	UEAED	21.63	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32		
	2 Wire Analog Voice Grade Extension Loop - Design		3	UEPBX	UEAED	28.28	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32		
	INTEROFFICE TRANSPORT																	
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPBX	U1TV2	18.58	55.39	17.37	27.96	3.51								
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPBX	U1TVM	0.0174	0.00	0.00										
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)																	
	UNE Port/Loop Combination Rates																	
	2-Wire VG Loop/Port Combo - Zone 1		1			14.18												
	2-Wire VG Loop/Port Combo - Zone 2		2			18.01												
	2-Wire VG Loop/Port Combo - Zone 3		3			23.02												
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPRG	UEPLX	12.48												
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPRG	UEPLX	16.31												
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPRG	UEPLX	21.32												
	2-Wire Voice Grade Line Port Rates (RES - PBX)																	

UNBUNDLED NETWORK ELEMENTS - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Monthly per LSR	Attachment: 2		Exhibit: A	
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect				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	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
									First	Add'l						
	2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	1.70	22.14	15.25	8.45	3.91		15.69				
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPRG	LNPCP	3.15	0.00	0.00				15.69				
FEATURES																
	All Features Offered			UEPRG	UEPVF	0.00	0.00	0.00				15.69				
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPRG	USAC2		1.03	0.29				15.69				
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPRG	USACC		1.03	0.29				15.69				
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						0.76					15.69				
ADDITIONAL NRCs																
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPRG	USAS2	0.00	0.00	0.00				15.69				
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.64				15.69				
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPRG	URETL		8.33	0.83					20.35	10.54	13.32	13.32
OFF/ON PREMISES EXTENSION CHANNELS																
	Local Channel Voice grade, per termination		1	UEPRG	P2JHX	16.56	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
	Local Channel Voice grade, per termination		2	UEPRG	P2JHX	21.63	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
	Local Channel Voice grade, per termination		3	UEPRG	P2JHX	28.28	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
	Non-Wire Direct Serve Channel Voice Grade		SW	UEPRG	SDD2X	10.02	148.84	112.34	73.14	36.65			20.35	10.54	13.32	13.32
INTEROFFICE TRANSPORT																
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPRG	U1TV2	18.58	55.39	17.37	27.96	3.51						
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPRG	U1TVM	0.0174	0.00	0.00								
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX) UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1		1			14.18										
	2-Wire VG Loop/Port Combo - Zone 2		2			18.01										
	2-Wire VG Loop/Port Combo - Zone 3		3			23.02										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPPX	UEPLX	12.48										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPPX	UEPLX	16.31										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPPX	UEPLX	21.32										
2-Wire Voice Grade Line Port Rates (BUS - PBX)																
	Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	1.70	22.14	15.25	8.45	3.91		15.69				
	Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	1.70	22.14	15.25	8.45	3.91		15.69				
	Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	1.70	22.14	15.25	8.45	3.91		15.69				
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	1.70	22.14	15.25	8.45	3.91		15.69				
	2-Wire Voice Unbundled 2-Way Combination PBX Tennessee Calling Port			UEPPX	UEPT2	1.70	22.14	15.25	8.45	3.91		15.69				
	2-Wire Voice Unbundled 1-Way Outgoing PBX Tennessee Calling Port			UEPPX	UEPTO	1.70	22.14	15.25	8.45	3.91		15.69				
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	1.70	22.14	15.25	8.45	3.91		15.69				
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	1.70	22.14	15.25	8.45	3.91		15.69				
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	1.70	22.14	15.25	8.45	3.91		15.69				
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	1.70	22.14	15.25	8.45	3.91		15.69				
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	1.70	22.14	15.25	8.45	3.91		15.69				
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	1.70	22.14	15.25	8.45	3.91		15.69				
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	1.70	22.14	15.25	8.45	3.91		15.69				

UNBUNDLED NETWORK ELEMENTS - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR		Svc Order Submitted Manually per LSR		Attachment: 2		Exhibit: A	
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect		SOMEK	SOMAN	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							SOMAN	SOMAN
	2-Wire Voice Unbundled 1W Out PBX Hotel/Hospital Economy Administrative Calling Port TN Calling Port			UEPPX	UEPXN	1.70	22.14	15.25	8.45	3.91		15.69						
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	1.70	22.14	15.25	8.45	3.91		15.69						
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	1.70	22.14	15.25	8.45	3.91		15.69						
	2-Wire Voice Unbundled PBX Collierville and Memphis Calling Port			UEPPX	UEPXU	1.70	22.14	15.25	8.45	3.91		15.69						
	2-Wire Voice Unbundled 2-Way PBX Tennessee Region Serv Calling Port			UEPPX	UEPXV	1.70	22.14	15.25	8.45	3.91		15.69						
	Tennessee PBX 2-Way Combo Each Additional Trunk Collierville and Memphis Local Calling Plan			UEPPX	UEPA6	1.70	22.14	15.25	8.45	3.91		15.69						
	Tennessee PBX 2-Way Combo First Trunk Collierville and Memphis Local Calling Plan			UEPPX	UEPA7	1.70	22.14	15.25	8.45	3.91		15.69						
LOCAL NUMBER PORTABILITY																		
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00				15.69						
FEATURES																		
	All Features Offered			UEPPX	UEPVF	0.00	0.00	0.00				15.69						
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																		
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPPX	USAC2		1.03	0.29				15.69						
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPPX	USACC		1.03	0.29				15.69						
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						0.76					15.69						
ADDITIONAL NRCs																		
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPPX	USAS2	0.00	0.00	0.00				15.69						
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.64				15.69						
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPPX	URETL		8.33	0.83					20.35	10.54	13.32	13.32		
OFF/ON PREMISES EXTENSION CHANNELS																		
	Local Channel Voice grade, per termination		1	UEPPX	P2JHX	16.56	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32		
	Local Channel Voice grade, per termination		2	UEPPX	P2JHX	21.63	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32		
	Local Channel Voice grade, per termination		3	UEPPX	P2JHX	28.28	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32		
	Non-Wire Direct Serve Channel Voice Grade		SW	UEPPX	SDD2X	10.02	148.84	112.34	73.14	36.65			20.35	10.54	13.32	13.32		
INTEROFFICE TRANSPORT																		
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPPX	U1TV2	18.58	55.39	17.37	27.96	3.51								
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPPX	U1TVM	0.0174	0.00	0.00										
UNE Port/Loop Combination Rates																		
	2-Wire VG Coin Port/Loop Combo - Zone 1		1			14.18												
	2-Wire VG Coin Port/Loop Combo - Zone 2		2			18.01												
	2-Wire VG Coin Port/Loop Combo - Zone 3		3			23.02												
UNE Loop Rates																		
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPCO	UEPLX	12.48												
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPCO	UEPLX	16.31												
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPCO	UEPLX	21.32												
2-Wire Voice Grade Line Ports (COIN)																		
	2-Wire Coin 2-Way without Operator Screening and without Blocking (TN)			UEPCO	UEPTB	1.70	22.14	15.25	8.45	3.91		15.69						
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (NC, TN)			UEPCO	UEPRP	1.70	22.14	15.25	8.45	3.91		15.69						
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (TN)			UEPCO	UEPTA	1.70	22.14	15.25	8.45	3.91		15.69						
	2-Wire Coin 2-Way with Operator Screening: 900 Blocking: 900/976, 1+DDD, 011+, and Local (NC, TN)			UEPCO	UEPCA	1.70	22.14	15.25	8.45	3.91		15.69						

UNBUNDLED NETWORK ELEMENTS - Tennessee										Attachment: 2		Exhibit: A				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l						SOME C
	2-Wire Coin Outward with Operator Screening and 011 Blocking (TN)			UEPCO	UEPTC	1.70	22.14	15.25	8.45	3.91		15.69				
	2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (TN)			UEPCO	UEPOT	1.70	22.14	15.25	8.45	3.91		15.69				
	2-Wire 2-Way Smartline with 900/976 (all states except LA)			UEPCO	UEPCK	1.88						15.69				
	2-Wire Coin Outward Smartline with 900/976 (all states except LA)			UEPCO	UEPCR	1.88						15.69				
	ADDITIONAL UNE COIN PORT/LOOP (RC)															
	UNE Coin Port/Loop Combo Usage (Flat Rate)			UEPCO	URECU	3.45	0.00	0.00	0.00	0.00		15.69				
	Local Number Portability (1 per port)			UEPCO	LNPCX	0.35										
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPCO	USAC2		1.03	0.29				15.69				
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPCO	USACC		1.03	0.29				15.69				
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPCO	USAS2	0.00	0.00	0.00				15.69				
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPCO	URETL		8.33	0.83					20.35	10.54	13.32	13.32
	2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (RES)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/IO Transport/Port Combo - Zone 1		1				18.45									
	2-Wire VG Loop/IO Transport/Port Combo - Zone 2		2				23.52									
	2-Wire VG Loop/IO Transport/Port Combo - Zone 3		3				30.17									
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL2) - Zone 1		1	UEPFR	UECF2		16.56									
	2-Wire Voice Grade Loop (SL2) - Zone 2		2	UEPFR	UECF2		21.63									
	2-Wire Voice Grade Loop (SL2) - Zone 3		3	UEPFR	UECF2		28.28									
	2-Wire Voice Grade Line Port Rates (Res)															
	2-Wire voice unbundled port - residence			UEPFR	UEPRL	1.89	84.99	57.39	32.36	20.56		15.69				
	2-Wire voice unbundled port with Caller ID - res			UEPFR	UEPRC	1.89	84.99	57.39	32.36	20.56		15.69				
	2-Wire voice unbundled port outgoing only - res			UEPFR	UEPRO	1.89	84.99	57.39	32.36	20.56		15.69				
	2-Wire voice Grade unbundled Tennessee extended local dialing parity port with Caller ID - res			UEPFR	UEPAQ	1.89	84.99	57.39	32.36	20.56		15.69				
	2-Wire voice unbundled Tennessee Area Plus with Caller ID - res (AC7)			UEPFR	UEPAH	1.89	84.99	57.39	32.36	20.56		15.69				
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (F2R)			UEPFR	UEPAK	1.89	84.99	57.39	32.36	20.56		15.69				
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (TACER)			UEPFR	UEPAL	1.89	84.99	57.39	32.36	20.56		15.69				
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (TACSR)			UEPFR	UEPAM	1.89	84.99	57.39	32.36	20.56		15.69				
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (1MF2X)			UEPFR	UEPAN	1.89	84.99	57.39	32.36	20.56		15.69				
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (2MR)			UEPFR	UEPAO	1.89	84.99	57.39	32.36	20.56		15.69				
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPFR	UEPAP	1.89	84.99	57.39	32.36	20.56		15.69				
	2-Wire Voice Unbundled Tennessee Residence Dialing Plan without Caller ID			UEPFR	UEPWN	1.89	84.99	57.39	32.36	20.56		15.69				
	INTEROFFICE TRANSPORT															
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPFR	U1TV2	18.58	55.39	17.37	27.96	3.51						
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPFR	1L5XX	0.0174										
	FEATURES															
	All Features Offered			UEPFR	UEPVF	0.00	0.00	0.00				15.69				
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPFR	LNPCX	0.35										
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															

UNBUNDLED NETWORK ELEMENTS - Tennessee										Attachment: 2		Exhibit: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First						
										SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-as-is			UEPFR	USAC2	16.94	3.72				15.69				
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-With-Change			UEPFR	USACC	16.94	3.72				15.69				
	Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPFR	URETN	11.23	1.10					20.35	10.54	13.32	13.32
2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (BUS)															
UNE Port/Loop Combination Rates															
	2-Wire VG Loop/IO Transport/Port Combo - Zone 1		1			18.45									
	2-Wire VG Loop/IO Transport/Port Combo - Zone 2		2			23.52									
	2-Wire VG Loop/IO Transport/Port Combo - Zone 3		3			30.17									
UNE Loop Rates															
	2-Wire Voice Grade Loop (SL2) - Zone 1		1	UEPFB	UECF2	16.56									
	2-Wire Voice Grade Loop (SL2) - Zone 2		2	UEPFB	UECF2	21.63									
	2-Wire Voice Grade Loop (SL2) - Zone 3		3	UEPFB	UECF2	28.28									
2-Wire Voice Grade Line Port (Bus)															
	2-Wire voice unbundled port without Caller ID - bus			UEPFB	UEPBL	1.89	84.99	57.39	32.36	20.56		15.69			
	2-Wire voice unbundled port with Caller + E484 ID - bus			UEPFB	UEPBC	1.89	84.99	57.39	32.36	20.56		15.69			
	2-Wire voice unbundled port outgoing only - bus			UEPFB	UEPBO	1.89	84.99	57.39	32.36	20.56		15.69			
	2-Wire voice Grade unbundled Tennessee extended local dialing party port with Caller ID - bus			UEPFB	UEPAV	1.89	84.99	57.39	32.36	20.56		15.69			
	2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPFB	UEPB1	1.89	84.99	57.39	32.36	20.56		15.69			
	2-Wire voice unbundled Tennessee Bus 2-Way Area Calling Port Economy Option (TACC1)			UEPFB	UEPAC	1.89	84.99	57.39	32.36	20.56		15.69			
	2-Wire voice unbundled Tennessee Bus 2-Way Area Calling Port Standard Option (TACC2)			UEPFB	UEPAD	1.89	84.99	57.39	32.36	20.56		15.69			
	2-Wire voice unbundled Tennessee Bus 2-Way Collierville and Memphis Local Calling Port (B2F)			UEPFB	UEPAE	1.89	84.99	57.39	32.36	20.56		15.69			
	2-Wire Voice Unbundled Tennessee Business Dialing Plan without Caller ID			UEPFB	UEPWO	1.89	84.99	57.39	32.36	20.56		15.69			
	Tennessee Inward Collierville and Memphis Local Calling Plan (BUS)			UEPFB	UEPB2	1.89	84.99	57.39	32.36	20.56		15.69			
	Tennessee 2-Way Collierville and Memphis Local Calling Plan (BUS)			UEPFB	UEPB3	1.89	84.99	57.39	32.36	20.56		15.69			
LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPFB	LNPCX	0.35									
INTEROFFICE TRANSPORT															
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPFB	U1TV2	18.58	55.39	17.37	27.96	3.51					
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPFB	1L5XX	0.0174									
FEATURES															
	All Features Offered			UEPFB	UEPVF	0.00	0.00	0.00			15.69				
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-as-is			UEPFB	USAC2	16.94	3.72				15.69				
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch with change			UEPFB	USACC	16.94	3.72				15.69				
	Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPFB	URETN	11.23	1.10					20.35	10.54	13.32	13.32
2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (PBX)															
UNE Port/Loop Combination Rates															
	2-Wire VG Loop/IO Transport/Port Combo - Zone 1		1			18.45									
	2-Wire VG Loop/IO Transport/Port Combo - Zone 2		2			23.52									
	2-Wire VG Loop/IO Transport/Port Combo - Zone 3		3			30.17									
UNE Loop Rates															
	2-Wire Voice Grade Loop (SL2) - Zone 1		1	UEPFB	UECF2	16.56									
	2-Wire Voice Grade Loop (SL2) - Zone 2		2	UEPFB	UECF2	21.63									
	2-Wire Voice Grade Loop (SL2) - Zone 3		3	UEPFB	UECF2	28.28									

UNBUNDLED NETWORK ELEMENTS - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: A			
						Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l			SOME C	SOMAN	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
															SOMAN	SOMAN	SOMAN	SOMAN
2-Wire Voice Grade Line Port Rates (BUS - PBX)																		
	Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPFP	UEPPC	1.79	106.40	63.08	42.67	18.54		15.69						
	Line Side Unbundled Outward PBX Trunk Port - Bus			UEPFP	UEPPO	1.79	106.40	63.08	42.67	18.54		15.69						
	Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPFP	UEPP1	1.79	106.40	63.08	42.67	18.54		15.69						
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPFP	UEPLD	1.79	106.40	63.08	42.67	18.54		15.69						
	2-Wire Voice Unbundled 2-Way Combination PBX Tennessee Calling Port			UEPFP	UEPT2	1.79	106.40	63.08	42.67	18.54		15.69						
	2-Wire Voice Unbundled 1-Way Outgoing PBX Tennessee Calling Port			UEPFP	UEPTO	1.79	106.40	63.08	42.67	18.54		15.69						
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPFP	UEPXA	1.79	106.40	63.08	42.67	18.54		15.69						
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPFP	UEPXB	1.79	106.40	63.08	42.67	18.54		15.69						
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPFP	UEPXC	1.79	106.40	63.08	42.67	18.54		15.69						
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPFP	UEPXD	1.79	106.40	63.08	42.67	18.54		15.69						
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPFP	UEPXE	1.79	106.40	63.08	42.67	18.54		15.69						
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPFP	UEPXL	1.79	106.40	63.08	42.67	18.54		15.69						
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPFP	UEPXM	1.79	106.40	63.08	42.67	18.54		15.69						
	2-Wire Voice Unbundled 1W Out PBX Hotel/Hospital Economy Administrative Calling Port TN Calling Port			UEPFP	UEPXN	1.79	106.40	63.08	42.67	18.54		15.69						
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPFP	UEPXO	1.79	106.40	63.08	42.67	18.54		15.69						
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPFP	UEPXS	1.79	106.40	63.08	42.67	18.54		15.69						
	2-Wire Voice Unbundled PBX Collierville and Memphis Calling Port			UEPFP	UEPXU	1.79	106.40	63.08	42.67	18.54		15.69						
	2-Wire Voice Unbundled 2-Way PBX Tennessee RegionServ Calling Port			UEPFP	UEPXV	1.79	106.40	63.08	42.67	18.54		15.69						
LOCAL NUMBER PORTABILITY																		
	Local Number Portability (1 per port)			UEPFP	LNPCP	3.15	0.00	0.00				15.69						
INTEROFFICE TRANSPORT																		
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPFP	U1TV2	18.58	55.39	17.37	27.96	3.51								
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPFP	1L5XX	0.0174												
FEATURES																		
	All Features Offered			UEPFP	UEPVF	0.00	0.00	0.00				15.69						
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																		
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-as-is			UEPFP	USAC2		16.94	3.72				15.69						
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch with change			UEPFP	USACC		16.94	3.72				15.69						
	Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPFP	URETN		11.23	1.10					20.35	10.54	13.32			
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																		
2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT																		
UNE Port/Loop Combination Rates																		
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 1		1				18.38											
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2		2				19.87											
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3		3				24.78											
UNE Loop Rates																		
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1		1	UEPPX	UECD1		9.60											
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2		2	UEPPX	UECD1		11.09											
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3		3	UEPPX	UECD1		16.00											
UNE Port Rate																		
	Exchange Ports - 2-Wire DID Port			UEPPX	UEPD1		8.78	45.44	29.94	8.45	3.91		30.89	7.03				
NONRECURRING CHARGES - CURRENTLY COMBINED																		

UNBUNDLED NETWORK ELEMENTS - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: A		
						Rec	Nonrecurring First	Add'l	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
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination - Switch-as-is			UEPPX	USAC1		8.76	5.75					30.89	7.03		
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes			UEPPX	USA1C		8.76	5.75					30.89	7.03		
	Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPPX	URETN		11.23	1.10								
	Telephone Number/Trunk Group Establishment Charges															
	DID Trunk Termination (One Per Port)			UEPPX	NDT	0.00	0.00	0.00								
	Additional DID Numbers for each Group of 20 DID Numbers			UEPPX	ND4	0.00	0.00	0.00								
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPPX	ND5	0.00	0.00	0.00								
	Reserve Non-Consecutive DID numbers			UEPPX	ND6	0.00	0.00	0.00								
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00								
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00								
	2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT															
	UNE Port/Loop Combination Rates															
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1		1	UEPPB	UEPPR		32.27									
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2		2	UEPPB	UEPPR		34.78									
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3		3	UEPPB	UEPPR		44.32									
	UNE Loop Rates															
	2-Wire ISDN Digital Grade Loop - UNE Zone 1		1	UEPPB	UEPPR	USL2X	16.20									
	2-Wire ISDN Digital Grade Loop - UNE Zone 2		2	UEPPB	UEPPR	USL2X	18.71									
	2-Wire ISDN Digital Grade Loop - UNE Zone 3		3	UEPPB	UEPPR	USL2X	28.25									
	UNE Port Rate															
	Exchange Port - 2-Wire ISDN Line Side Port			UEPPB	UEPPR	UEPPB	16.07	141.75	118.37	49.20	43.26		19.99	19.99		
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversion			UEPPB	UEPPR	USACB	0.00	117.23	117.23				19.99	19.99		
	ADDITIONAL NRCs															
	2-Wire ISDN Loop / 2-Wire ISDN Port Combination - Sub Actvy Non Feature/Add Trunk			UEPPB	UEPPR	USASB		212.88					19.99	19.99		
	Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPPB	UEPPR	URETN		11.23	1.10							
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPPB	UEPPR	URETL		8.33	0.83							
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPB	UEPPR	LNPCX	0.35	0.00	0.00							
	B-CHANNEL USER PROFILE ACCESS:															
	CVS/CSD (DMS/5ESS)			UEPPB	UEPPR	U1UCA	0.00	0.00	0.00							
	CVS (EWSD)			UEPPB	UEPPR	U1UCB	0.00	0.00	0.00							
	CSD			UEPPB	UEPPR	U1UCC	0.00	0.00	0.00							
	B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL,KY,LA,MS SC,MS, & TN)															
	CVS/CSD (DMS/5ESS)			UEPPB	UEPPR	U1UCD	0.00	0.00	0.00							
	CVS (EWSD)			UEPPB	UEPPR	U1UCE	0.00	0.00	0.00							
	CSD			UEPPB	UEPPR	U1UCF	0.00	0.00	0.00							
	USER TERMINAL PROFILE															
	User Terminal Profile (EWSD only)			UEPPB	UEPPR	U1UMA	0.00	0.00	0.00							
	VERTICAL FEATURES															
	All Vertical Features - One per Channel B User Profile			UEPPB	UEPPR	UEPVF	0.00	0.00	0.00							
	INTEROFFICE CHANNEL MILEAGE															
	Interoffice Channel mileage each, including first mile and facilities termination			UEPPB	UEPPR	M1GNC	17.91	53.99	17.37				19.99	19.99		
	Interoffice Channel mileage each, additional mile			UEPPB	UEPPR	M1GNM	0.173	0.00	0.00							
	4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT															
	The UNE-P DS1 combination rates below for in this rate exhibit apply to the embedded base in place as of 10/2/03 until 4/1/04. After 4/1/04 these rates shall revert to tariff rates or a separate commercial agreement.															

UNBUNDLED NETWORK ELEMENTS - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: A	
									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
						SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
Requests for 4-Wire DS1 Digital Loop with 4-Wire ISDN DS1 Digital Trunk Port after the effective date of this amendment shall be provided pursuant to a separate agreement or tariff at BellSouth's discretion.												
UNE Port/Loop Combination Rates												
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 1		1	UEPPP		132.58						
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2		2	UEPPP		150.25						
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3		3	UEPPP		173.44						
UNE Loop Rates												
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPPP	USL4P	57.73						
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPPP	USL4P	75.40						
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPPP	USL4P	98.59						
UNE Port Rate												
	Exchange Ports - 4-Wire ISDN DS1 Port (E:4/1/2004)			UEPPP	UEPPP	74.85	415.53	366.90	89.28	77.43	19.99	19.99
NONRECURRING CHARGES - CURRENTLY COMBINED												
	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Conversion -Switch-as-is (E:4/1/2004)			UEPPP	USACP	0.00	328.53	328.53			19.99	19.99
ADDITIONAL NRCS												
	4-Wire DS1 Loop/4-W ISDN Digil Trk Port - Subseqt Actvy-Inward/two way Tel Nos. (except NC)			UEPPP	PR7TF		0.94				19.99	19.99
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All States except NC)			UEPPP	PR7TO		22.36	22.36			19.99	19.99
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Tel Numbers			UEPPP	PR7ZT		44.71	44.70			19.99	19.99
LOCAL NUMBER PORTABILITY												
	Local Number Portability (1 per port)			UEPPP	LNPCN	1.75						
INTERFACE (Provisioning Only)												
	Voice/Data			UEPPP	PR71V	0.00	0.00	0.00				
	Digital Data			UEPPP	PR71D	0.00	0.00	0.00				
	Inward Data			UEPPP	PR71E	0.00	0.00	0.00				
New or Additional "B" Channel												
	New or Additional - Voice/Data B Channel			UEPPP	PR7BV	0.00	28.39				19.99	19.99
	New or Additional - Digital Data B Channel			UEPPP	PR7BF	0.00	29.11				19.99	19.99
	New or Additional Inward Data B Channel			UEPPP	PR7BD	0.00	29.39				19.99	19.99
CALL TYPES												
	Inward			UEPPP	PR7C1	0.00	0.00	0.00				
	Outward			UEPPP	PR7CO	0.00	0.00	0.00				
	Two-way			UEPPP	PR7CC	0.00	0.00	0.00				
Interoffice Channel Mileage												
	Fixed Each Including First Mile			UEPPP	1LN1A	76.1825	145.98	109.85	19.55		19.99	19.99
	Each Airline-Fractional Additional Mile			UEPPP	1LN1B	0.3525						
4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT												
The UNE-P DS1 combination rates below for in this rate exhibit apply to the embeddad base in place as of 10/2/03 until 4/1/04. After 4/1/04 these rates shall revert to tariff rates or a separate commercial agreement.												
Requests for 4-Wire DS1 Digital Loop with 4-Wire DDITS after the effective date of this amendment shall be provided pursuant to a separate agreement or tariff at BellSouth's discretion.												
UNE Port/Loop Combination Rates												
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 1		1	UEPDC		93.28					19.99	19.99
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2		2	UEPDC		110.95					19.99	19.99
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3		3	UEPDC		134.14					19.99	19.99
UNE Loop Rates												
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPDC	USLDC	57.53						
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPDC	USLDC	75.40						
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPDC	USLDC	98.59						
UNE Port Rate												
	4-Wire DDITS Digital Trunk Port (E:4/1/2004)			UEPDC	UDD1T	35.55	342.80	257.87	61.41	48.49	19.99	19.99
NONRECURRING CHARGES - CURRENTLY COMBINED												
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Switch-as-is (E:4/1/2004)			UEPDC	USAC4		312.91	312.91			19.99	19.99
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with DS1 Changes (E:4/1/2004)			UEPDC	USAWA		312.91	312.91			19.99	19.99

UNBUNDLED NETWORK ELEMENTS - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: A		
									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	SOMAN		
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with Change - Trunk (E:4/1/2004)			UEPDC	USAWB	312.91	312.91			19.99	19.99		
ADDITIONAL NRCs													
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Service Activity Per Service Order			UEPDC	USAS4	94.88	94.88						
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - NRC - Subsequent Channel Activation/Chan - 2-Way Trunk			UEPDC	UDTTA	108.67	108.67			19.99	19.99		
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk			UEPDC	UDTTB	108.67	108.67			19.99	19.99		
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Channel Activation/Chan Inward Trunk w/out DID			UEPDC	UDTTC	108.67	108.67			19.99	19.99		
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation Per Chan - Inward Trunk with DID			UEPDC	UDTTD	108.67	108.67			19.99	19.99		
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation / Chan - 2-Way DID w User Trans			UEPDC	UDTTE	108.67	108.67			19.99	19.99		
BIPOLAR 8 ZERO SUBSTITUTION													
	8BZS - Superframe Format			UEPDC	CCOSF	0.00i	590.00s			19.99	19.99		
	8BZS - Extended Superframe Format			UEPDC	CCOEF	0.00i	590.00s			19.99	19.99		
Alternate Mark Inversion													
	AMI - Superframe Format			UEPDC	MCOSF	0.00	0.00						
	AMI - Extended SuperFrame Format			UEPDC	MCOPD	0.00	0.00						
Telephone Number/Trunk Group Establishment Charges													
	Telephone Number for 2-Way Trunk Group			UEPDC	UDTGX	0.00				19.99	19.99		
	Telephone Number for 1-Way Outward Trunk Group			UEPDC	UDTGY	0.00				19.99	19.99		
	Telephone Number for 1-Way Inward Trunk Group Without DID			UEPDC	UDTGZ	0.00				19.99	19.99		
	DID Numbers for each Group of 20 DID Numbers			UEPDC	ND4	0.00				19.99	19.99		
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPDC	ND5	0.00				19.99	19.99		
	Reserve Non-Consecutive DID Nos.			UEPDC	ND6	0.00	0.00	0.00					
	Reserve DID Numbers			UEPDC	NDV	0.00	0.00	0.00					
Dedicated DS1 (Interoffice Channel Mileage) - FX/FCO for 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port													
	Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination)			UEPDC	1LNO1	75.83	145.98	109.85	19.66	14.99			
	Interoffice Channel Mileage - Additional rate per mile - 0-8 miles			UEPDC	1LNOA	0.3525	0.00	0.00					
	Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)			UEPDC	1LNO2	0.00	0.00	0.00					
	Interoffice Channel Mileage - Additional rate per mile - 9-25 miles			UEPDC	1LNOB	0.3525	0.00	0.00					
	Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination)			UEPDC	1LNO3	0.00	0.00	0.00					
	Interoffice Channel Mileage - Additional rate per mile - 25+ miles			UEPDC	1LNOC	0.3525	0.00	0.00					
	Local Number Portability, per DS0 Activated			UEPDC	LNPCP	3.15	0.00	0.00					
	Central Office Terminating Point			UEPDC	CTG	0.00							
4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT													
System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations													
Each System can have up to 24 combinations of rates depending on type and number of ports used													
The UNE-P DS1 combination rates below for 4-Wire DS1 Loop with Channelization with Port in this rate exhibit apply to the embedded base in place as of 10/2/03 until 4/1/04. After 4/1/04 these rates shall revert to tariff rates or a separate agreement.													
Requests for 4-Wire DS1 Loop with Channelization with Port after the effective date of this amendment shall be provided pursuant to a separate agreement or tariff at BellSouth's discretion.													
UNE DS1 Loop													
	4-Wire DS1 Loop - UNE Zone 1		1	UEPMG	USLDC	57.73	0.00	0.00					
	4-Wire DS1 Loop - UNE Zone 2		2	UEPMG	USLDC	75.40	0.00	0.00					
	4-Wire DS1 Loop - UNE Zone 3		3	UEPMG	USLDC	98.59	0.00	0.00					
UNE DS0 Channelization Capacities (D4 Channel Bank Configurations)													
	24 DS0 Channel Capacity - 1 per DS1			UEPMG	VUM24	131.87	0.00	0.00			19.99	19.99	
	48 DS0 Channel Capacity - 1 per 2 DS1s			UEPMG	VUM48	263.74	0.00	0.00			19.99	19.99	
	96 DS0 Channel Capacity -1per 4 DS1s			UEPMG	VUM96	527.48	0.00	0.00			19.99	19.99	
	144 DS0 Channel Capacity - 1 per 6 DS1s			UEPMG	VUM144	791.42	0.00	0.00			19.99	19.99	
	192 DS0 Channel Capacity -1 per 8 DS1s			UEPMG	VUM192	827.76	0.00	0.00			19.99	19.99	

UNBUNDLED NETWORK ELEMENTS - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: A		
						Rec	Nonrecurring First	Add'l	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
	240 DS0 Channel Capacity - 1 per 10 DS1s			UEPMG	VUM20	1,318.70	0.00	0.00					19.99	19.99		
	288 DS0 Channel Capacity - 1 per 12 DS1s			UEPMG	VUM28	1,582.44	0.00	0.00					19.99	19.99		
	384 DS0 Channel Capacity - 1 per 16 DS1s			UEPMG	VUM38	2,109.92	0.00	0.00					19.99	19.99		
	480 DS0 Channel Capacity - 1 per 20 DS1s			UEPMG	VUM40	2,637.40	0.00	0.00					19.99	19.99		
	576 DS0 Channel Capacity - 1 per 24 DS1s			UEPMG	VUM57	3,164.88	0.00	0.00					19.99	19.99		
	672 DS0 Channel Capacity - 1 per 28 DS1s			UEPMG	VUM67	3,692.36	0.00	0.00					19.99	19.99		
	Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channelization with Port - Conversion Charge Based on a System															
	A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DS0 Ports with Feature Activations.															
	Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.															
	NRC - Conversion (Currently Combined) with or without BellSouth Allowed Changes			UEPMG	USAC4	0.00	303.61	15.74					19.99	19.99		
	System Additions at End User Locations Where 4-Wire DS1 Loop with Channelization with Port Combination Currently Exists and New (Not Currently Combined) in all states, except in Density Zone 1 of Top 8 MSA's															
	1 DS1/D4 Channel Bank - Additionally Add NRC for each Port and Assoc Fea Activation (E:4/1/2004)			UEPMG	VUMD4	0.00	704.68	441.48	138.36	16.41			19.99			
	Bipolar 8 Zero Substitution															
	Clear Channel Capability Format, superframe - Subsequent Activity Only			UEPMG	CCOSF	0.00	0.00i	590.00s								
	Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only			UEPMG	CCOEF	0.00	0.00i	590.00s								
	Alternate Mark Inversion (AMI)															
	Superframe Format			UEPMG	MCOSF	0.00	0.00	0.00								
	Extended Superframe Format			UEPMG	MCOPO	0.00	0.00	0.00								
	Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port Exchange Ports															
	Line Side Combination Channelized PBX Trunk Port - Business (E:4/1/2004)			UEPPX	UEPCX	1.70	0.00	0.00	0.00	0.00			30.89	7.03		
	Line Side Outward Channelized PBX Trunk Port - Business (E:4/1/2004)			UEPPX	UEPOX	1.70	0.00	0.00	0.00	0.00			30.89	7.03		
	Line Side Inward Only Channelized PBX Trunk Port without DID (E:4/1/2004)			UEPPX	UEP1X	1.70	0.00	0.00	0.00	0.00			30.89	7.03		
	2-Wire Trunk Side Unbundled Channelized DID Trunk Port (E:4/1/2004)			UEPPX	UEPDM	8.97	0.00	0.00	0.00	0.00			30.89	7.03		
	Unbundled Exchange Ports, 2-Wire Channelized - Outdial - (AL, KY, LA, MS, & TN)(Conversion from Network Access Service) (E:4/1/2004)			UEPPX	UEPCY	1.70	0.00	0.00	0.00	0.00			30.89	7.03		
	Unbundled Exchange Ports, 2-Wire Channelized - Combination (AL, KY, LA, MS, & TN) (Conversion from Network Access Service) (E:4/1/2004)			UEPPX	UEPCT	1.70	0.00	0.00	0.00	0.00			30.89	7.03		
	Unbundled Exchange Ports, 2-Wire Channelized - Outdial - Tennessee Only - Calling Plan - Region serv (E:4/1/2004)			UEPPX	UEPCZ	1.70	0.00	0.00	0.00	0.00			30.89	7.03		
	Unbundled Exchange Ports, 2-Wire Channelized - Two Way - Tennessee Only - Calling Plan - Region serv (E:4/1/2004)			UEPPX	UEPC6	1.70	0.00	0.00	0.00	0.00			30.89	7.03		
	Feature Activations - Unbundled Loop Concentration															
	Feature (Service) Activation for each Line Port Terminated in D4 Bank (includes Q.1.4, P50.1, P.50.498)			UEPPX	1PQWM	2.02	23.94	12.64	3.82	3.80			30.89	7.03		
	Feature (Service) Activation for each Trunk Port Terminated in D4 Bank (includes Q.1.4, P50.1, P.50.498)			UEPPX	1PQUW	2.02	73.67	17.37	54.09	10.57			30.89	7.03		
	Telephone Number/ Group Establishment Charges for DID Service															
	DID Trunk Termination (1 per Port)			UEPPX	NDT	0.00	0.00	0.00								
	DID Numbers - groups of 20 - Valid all States			UEPPX	ND4	0.00	0.00	0.00								
	Non-Consecutive DID Numbers - per number			UEPPX	ND5	0.00	0.00	0.00								
	Reserve Non-Consecutive DID Numbers			UEPPX	ND6	0.00	0.00	0.00								
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00								
	Local Number Portability															
	Local Number Portability - 1 per port			UEPPX	LNPCP	3.15	0.00	0.00								
	FEATURES - Vertical and Optional															
	Local Switching Features Offered with Line Side Ports Only															
	All Features Available			UEPPX	UEPVF	0.00	0.00	0.00								

UNBUNDLED NETWORK ELEMENTS - Tennessee															
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: A	
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First			Add'l	SOME C	SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Add'l
UNBUNDLED CENTREX PORT/LOOP COMBINATIONS - COST BASED RATES															
1. Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.															
2. Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.															
3. End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.															
4. The first and additional Port nonrecurring charges apply to Not Currently Combined Combos. For Currently Combined Combos, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections. Additional NRCs may apply also and are categorized accordingly.															
5. Market Rates for Unbundled Centrex Port/Loop Combination will be negotiated on an Individual Case Basis, until further notice.															
UNE-P CENTREX - 1AESS - (Valid in AL,FL,GA,KY,LA,MS,&TN only)															
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo															
UNE Port/Loop Combination Rates (Non-Design)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP91											
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP91											
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP91											
UNE Port/Loop Combination Rates (Design)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP91											
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP91											
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP91											
UNE Loop Rate															
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP91	UECS1										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP91	UECS1										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP91	UECS1										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP91	UECS2										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP91	UECS2										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP91	UECS2										
UNE Ports															
All States (Except North Carolina and Sout Carolina)															
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP91	UEPYA	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP91	UEPYB	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2-Wire Voice Grade Port (Centrex with Caller ID)Note1 Basic Local Area			UEP91	UEPYH	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) Note 2, 3 Basic Local Area			UEP91	UEPYM	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP91	UEPYZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP91	UEPY9	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP91	UEPY2	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
AL, KY, LA, MS, & TN Only															
	2-Wire Voice Grade Port (Centrex)			UEP91	UEPQA	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP91	UEPQB	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP91	UEPQH	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2,3			UEP91	UEPQM	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2-Wire Voice Grade Port, Diff Serving Wire Center - 2,3 - 800 Service Term			UEP91	UEPQZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP91	UEPQ9	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP91	UEPQ2	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
Local Switching															
	Centrex Intercom Funtionality, per port			UEP91	URECS	0.6381									
Local Number Portability															

UNBUNDLED NETWORK ELEMENTS - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: A			
						Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l			SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Local Number Portability (1 per port)			UEP91	LNPCc	0.35												
Features																		
	All Standard Features Offered, per port			UEP91	UEPVF	0.00						30.89	7.03					
	All Select Features Offered, per port			UEP91	UEPVS	0.00	433.78					30.89	7.03					
	All Centrex Control Features Offered, per port			UEP91	UEPVC	0.00						30.89	7.03					
NARS																		
	Unbundled Network Access Register - Combination			UEP91	UARCX	0.00	0.00	0.00	0.00	0.00		0.00	7.03					
	Unbundled Network Access Register - Initial			UEP91	UAR1X	0.00	0.00	0.00	0.00	0.00		0.00	7.03					
	Unbundled Network Access Register - Outdial			UEP91	UAROX	0.00	0.00	0.00	0.00	0.00		0.00	7.03					
Miscellaneous Terminations																		
2-Wire Trunk Side																		
	Trunk Side Terminations, each			UEP91	CENA6	8.78	22.14	15.25	8.45	3.91		30.89	7.03					
Interoffice Channel Mileage - 2-Wire																		
	Interoffice Channel Facilities Termination - Voice Grade			UEP91	M1GBC	18.58	22.14	15.25	8.45	3.91		30.89	7.03					
	Interoffice Channel mileage, per mile or fraction of mile			UEP91	M1GBM	0.0174												
Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																		
D4 Channel Bank Feature Activations																		
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP91	1PQWS	0.66												
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP91	1PQW6	0.66												
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP91	1PQW7	0.66												
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP91	1PQWP	0.66												
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP91	1PQWV	0.66												
	Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP91	1PQWQ	0.66												
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP91	1PQWA	0.66												
Non-Recurring Charges (NRC) Associated with UNE-P Centrex																		
	Conversion - Currently Combined Switch-As-Is with allowed changes, per port			UEP91	USAC2		1.03	0.29				30.89	7.03					
	New Centrex Standard Common Block			UEP91	M1ACS	0.00	658.60					30.89	7.03					
	New Centrex Customized Common Block			UEP91	M1ACC	0.00	658.60					30.89	7.03					
	Secondary Block, per Block			UEP91	M2CC1	0.00	73.55					30.89	7.03					
	NAR Establishment Charge, Per Occasion			UEP91	URECA		68.57					30.89	7.03					
Additional Non-Recurring Charges (NRC)																		
	Unbundled Miscellaneous Rate Element, Tag Loop at End Use Premise			UEP91	URETL		8.33	0.83										
	Unbundled Miscellaneous Rate Element, Tag Design Loop at End Use Premise			UEP91	URETN		11.23	1.10										
UNE-P CENTREX - 5ESS (Valid in All States)																		
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																		
UNE Port/Loop Combination Rates (Non-Design)																		
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP95		14.18												
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP95		18.01												
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP95		23.02												
UNE Port/Loop Combination Rates (Design)																		
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP95		18.26												
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP95		23.33												
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP95		29.98												
UNE Loop Rate																		
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP95	UECS1	12.48												

UNBUNDLED NETWORK ELEMENTS - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: A	
						Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l			Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
																SOMECC
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP95	UECS1	16.31										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP95	UECS1	21.32										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP95	UECS2	16.56										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP95	UECS2	21.63										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP95	UECS2	28.26										
	UNE Port Rate															
	All States															
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP95	UEPYA	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPYB	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP95	UEPYH	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2,3 Basic Local Area			UEP95	UEPYM	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port, Diff Serving Wire Center 2,3 - 800 Service Term - Basic Local Area			UEP95	UEPYZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP95	UEPY9	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP95	UEPY2	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	AL, KY, LA, MS, SC, & TN Only															
	2-Wire Voice Grade Port (Centrex)			UEP95	UEPQA	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPQB	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP95	UEPQH	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2,3			UEP95	UEPQM	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term 2,3			UEP95	UEPQZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP95	UEPQ9	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP95	UEPQ2	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	FL & GA Only															
	Local Switching															
	Centrex Intercom Functionality, per port			UEP95	URECS	0.6381										
	Local Number Portability															
	Local Number Portability (1 per port)			UEP95	LNPC	0.35										
	Features															
	All Standard Features Offered, per port			UEP95	UEPVF	0.00						30.89	7.03			
	All Select Features Offered, per port			UEP95	UEPVS	0.00	433.78					30.89	7.03			
	All Centrex Control Features Offered, per port			UEP95	UEPVC	0.00						30.89	7.03			
	NARS															
	Unbundled Network Access Register - Combination			UEP95	UARCX	0.00	0.00	0.00	0.00	0.00		0.00	7.03			
	Unbundled Network Access Register - Indial			UEP95	UARIX	0.00	0.00	0.00	0.00	0.00		0.00	7.03			
	Unbundled Network Access Register - Outdial			UEP95	UAROY	0.00	0.00	0.00	0.00	0.00		0.00	7.03			
	Miscellaneous Terminations															
	2-Wire Trunk Side															
	Trunk Side Terminations, each			UEP95	CEND6	8.78	47.75	47.01	9.21	8.47		30.89	7.03			
	4-Wire Digital (1,544 Megabits)															
	DS1 Circuit Terminations, each			UEP95	M1HD1	35.55	75.93	38.15				30.89	7.03			
	DS0 Channels Activated, each			UEP95	M1HDO	0.00	108.67					30.89	7.03			
	Interoffice Channel Mileage - 2-Wire															
	Interoffice Channel Facilities Termination			UEP95	M1GBC	18.58	22.14	15.25	8.45	3.91		30.89	7.03			
	Interoffice Channel mileage, per mile or fraction of mile			UEP95	M1GBM	0.0174										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service															
	D4 Channel Bank Feature Activations															
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP95	1PQWS	0.66										
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP95	1PQW6	0.66										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP95	1PQW7	0.66										

UNBUNDLED NETWORK ELEMENTS - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: A			
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect				SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
									First	Add'l								
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP95	1PQWP	0.66												
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP95	1PQWV	0.66												
	Feature Activation on D-4 Channel Bank Tjje Line/Trunk Loop Slot			UEP95	1PQWQ	0.66												
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP95	1PQWA	0.66												
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex																	
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP95	USAC2		1.03	0.29				30.89	7.03					
	New Centrex Standard Common Block			UEP95	M1ACS	0.00	658.60					30.89	7.03					
	New Centrex Customized Common Block			UEP95	M1ACC	0.00	658.60					30.89	7.03					
	NAR Establishment Charge, Per Occasion			UEP95	URECA	0.00	68.57					30.89	7.03					
	Additional Non-Recurring Charges (NRC)																	
	Unbundled Miscellaneous Rate Element, Tag Loop at End Use Premise			UEP95	URETL		8.33	0.83										
	Unbundled Miscellaneous Rate Element, Tag Design Loop at End Use Premise			UEP95	URETN		11.23	1.10										
	UNE-P CENTREX - DMS100 (Valid in All States)																	
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																	
	UNE Port/Loop Combination Rates (Non-Design)																	
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo Non-Design		1	UEP9D		14.18												
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP9D		18.01												
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP9D		23.02												
	UNE Port/Loop Combination Rates (Design)																	
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo Design		1	UEP9D		18.26												
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP9D		23.33												
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP9D		29.98												
	UNE Loop Rate																	
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9D	UECS1	12.48												
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9D	UECS1	16.31												
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9D	UECS1	21.32												
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9D	UECS2	16.56												
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9D	UECS2	21.63												
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9D	UECS2	28.28												
	UNE Port Rate																	
	ALL STATES																	
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP9D	UEPYA	1.70	22.14	15.25	8.45	3.91		30.89	7.03					
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP9D	UEPYB	1.70	22.14	15.25	8.45	3.91		30.89	7.03					
	2-Wire Voice Grade Port (Centrex / EBS-PSET)3Basic Local Area			UEP9D	UEPYC	1.70	22.14	15.25	8.45	3.91		30.89	7.03					
	2-Wire Voice Grade Port (Centrex / EBS-M5009)3Basic Local Area			UEP9D	UEPYD	1.70	22.14	15.25	8.45	3.91		30.89	7.03					
	2-Wire Voice Grade Port (Centrex / EBS-M5209)3 Basic Local Area			UEP9D	UEPYE	1.70	22.14	15.25	8.45	3.91		30.89	7.03					
	2-Wire Voice Grade Port (Centrex / EBS-M5112))3 Basic Local Area			UEP9D	UEPYF	1.70	22.14	15.25	8.45	3.91		30.89	7.03					
	2-Wire Voice Grade Port (Centrex / EBS-M5312))3Basic Local Area			UEP9D	UEPYG	1.70	22.14	15.25	8.45	3.91		30.89	7.03					
	2-Wire Voice Grade Port (Centrex / EBS-M5008))3 Basic Local Area			UEP9D	UEPYT	1.70	22.14	15.25	8.45	3.91		30.89	7.03					

UNBUNDLED NETWORK ELEMENTS - Tennessee										Attachment: 2		Exhibit: A				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l						
	2-Wire Voice Grade Port (Centrex / EBS-M5208))3 Basic Local Area			UEP9D	UEPYU	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex / EBS-M5216))3 Basic Local Area			UEP9D	UEPYV	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex / EBS-M5316))3 Basic Local Area			UEP9D	UEPY3	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex with Caller ID) Basic Local Area			UEP9D	UEPYH	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication))4 Basic Local Area			UEP9D	UEPYW	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication))4 Basic Local Area			UEP9D	UEPYJ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2,3-Basic Local Area			UEP9D	UEPYM	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2,3,4 Basic Local Area			UEP9D	UEPYO	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2,3,4 Basic Local Area			UEP9D	UEPYP	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2,3,4 Basic Local Area			UEP9D	UEPYQ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2,3,4 Basic Local Area			UEP9D	UEPYR	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2,3,4 Basic Local Area			UEP9D	UEPYS	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2,3,4 Basic Local Area			UEP9D	UEPY4	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3 Basic Local Area			UEP9D	UEPY5	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2,3,4 Basic Local Area			UEP9D	UEPY6	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2,3,4 Basic Local Area			UEP9D	UEPY7	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term 2,3			UEP9D	UEPYZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port terminated in on Megalink or equivalent Basic Local Area			UEP9D	UEPY9	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port Terminated on 800 Service Term Basic Local Area			UEP9D	UEPY2	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
AL, KY,	LA, MS, SC, & TN Only															
	2-Wire Voice Grade Port (Centrex)			UEP9D	UEPQA	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP9D	UEPQB	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex / EBS-PSET)4			UEP9D	UEPQC	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex / EBS-M5009)4			UEP9D	UEPQD	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex / EBS-M5209)4			UEP9D	UEPQE	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex / EBS-M5112)4			UEP9D	UEPQF	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex / EBS-M5312)4			UEP9D	UEPQG	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex / EBS-M5008)4			UEP9D	UEPQT	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex / EBS-M5208)4			UEP9D	UEPQU	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex / EBS-M5216)4			UEP9D	UEPQV	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex / EBS-M5316)4			UEP9D	UEPQW	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex with Caller ID)			UEP9D	UEPQH	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication)4			UEP9D	UEPQW	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication)4			UEP9D	UEPQJ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2,3			UEP9D	UEPQM	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2,3,4			UEP9D	UEPQO	1.70	22.14	15.25	8.45	3.91		30.89	7.03			

UNBUNDLED NETWORK ELEMENTS - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: A			
						Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l			SOMEc	SOMAN	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
															SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2,3,4			UEP9D	UEPQP	1.70	22.14	15.25	8.45	3.91		30.89	7.03					
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2,3,4			UEP9D	UEPQQ	1.70	22.14	15.25	8.45	3.91		30.89	7.03					
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2,3,4			UEP9D	UEPQR	1.70	22.14	15.25	8.45	3.91		30.89	7.03					
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2,3,4			UEP9D	UEPQS	1.70	22.14	15.25	8.45	3.91		30.89	7.03					
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2,3,4			UEP9D	UEPQ4	1.70	22.14	15.25	8.45	3.91		30.89	7.03					
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2,3,4			UEP9D	UEPQ5	1.70	22.14	15.25	8.45	3.91		30.89	7.03					
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2,3,4			UEP9D	UEPQ6	1.70	22.14	15.25	8.45	3.91		30.89	7.03					
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2,3,4			UEP9D	UEPQ7	1.70	22.14	15.25	8.45	3.91		30.89	7.03					
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term 2,3			UEP9D	UEPQZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03					
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9D	UEPQ9	1.70	22.14	15.25	8.45	3.91		30.89	7.03					
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9D	UEPQ2	1.70	22.14	15.25	8.45	3.91		30.89	7.03					
	Local Switching																	
	Centrex Intercom Functionality, per port			UEP9D	URECS	0.6381												
	Local Number Portability																	
	Local Number Portability (1 per port)			UEP9D	LNPCc	0.35												
	Features																	
	All Standard Features Offered, per port			UEP9D	UEPVF	0.00						30.89	7.03					
	All Select Features Offered, per port			UEP9D	UEPVS	0.00	433.78					30.89	7.03					
	All Centrex Control Features Offered, per port			UEP9D	UEPVC	0.00						30.89	7.03					
	NARS																	
	Unbundled Network Access Register - Combination			UEP9D	UARCX	0.00	0.00	0.00	0.00	0.00		0.00	7.03					
	Unbundled Network Access Register - Inward			UEP9D	UAR1X	0.00	0.00	0.00	0.00	0.00		0.00	7.03					
	Unbundled Network Access Register - Outdial			UEP9D	UAROx	0.00	0.00	0.00	0.00	0.00		0.00	7.03					
	Miscellaneous Terminations																	
	2-Wire Trunk Side																	
	Trunk Side Terminations, each			UEP9D	CEND6	8.78	22.14	15.25	8.45	3.91		30.89	7.03					
	4-Wire Digital (1.544 Megabits)																	
	DS1 Circuit Terminations, each			UEP9D	M1HD1	35.55	75.93	38.15				30.89	7.03					
	DS0 Channels Activated per Channel			UEP9D	M1HD0	0.00	108.67					30.89	7.03					
	Interoffice Channel Mileage - 2-Wire																	
	Interoffice Channel Facilities Termination			UEP9D	M1GBC	18.58	22.14	15.25	8.45	3.91		30.89	7.03					
	Interoffice Channel mileage, per mile or fraction of mile			UEP9D	M1GBM	0.0174												
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																	
	D4 Channel Bank Feature Activations																	
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9D	1PQWS	0.66												
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9D	1PQW6	0.66												
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9D	1PQW7	0.66												
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9D	1PQWP	0.66												
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9D	1PQWV	0.66												
	Feature Activation on D-4 Channel Bank Tje Line/Trunk Loop Slot			UEP9D	1PQWQ	0.66												
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9D	1PQWA	0.66												
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex																	
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9D	USAC2		1.03	0.29				30.89	7.03					

UNBUNDLED NETWORK ELEMENTS - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: A		
						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
	New Centrex Standard Common Block			UEP9D	M1ACS	0.00	658.60					30.89	7.03			
	New Centrex Customized Common Block			UEP9D	M1ACC	0.00	658.60					30.89	7.03			
	NAR Establishment Charge, Per Occasion			UEP9D	URECA		68.57					30.89	7.03			
	Additional Non-Recurring Charges (NRC)															
	Unbundled Miscellaneous Rate Element, Tag Loop at End Use Premise			UEP9D	URETL		8.33	0.83								
	Unbundled Miscellaneous Rate Element, Tag Design Loop at End Use Premise			UEP9D	URETN		11.23	1.10								
	UNE-P CENTREX - EWSD (Valid in AL, FL, KY, LA, MS & TN)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo															
	UNE Port/Loop Combination Rates (Non-Design)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP9E		14.18										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP9E		18.01										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP9E		23.02										
	UNE Port/Loop Combination Rates (Design)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP9E		18.26										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP9E		23.33										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP9E		29.98										
	UNE Loop Rate															
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9E	UECS1	12.48										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9E	UECS1	16.31										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9E	UECS1	21.32										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9E	UECS2	16.56										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9E	UECS2	21.63										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9E	UECS2	28.28										
	UNE Port Rate															
	AL, FL, KY, LA, MS, & TN Only															
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP9E	UEPYA	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP9E	UEPYB	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP9E	UEPYH	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2,3 Basic Local Area			UEP9E	UEPYM	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port, Diff Serving Wire Center 2,3 - 800 Service Term - Basic Local Area			UEP9E	UEPYZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP9E	UEPY9	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP9E	UEPY2	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	AL, KY, LA, MS, & TN Only															
	2-Wire Voice Grade Port (Centrex)			UEP9E	UEPQA	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP9E	UEPQB	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP9E	UEPQH	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2,3			UEP9E	UEPQM	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port, Diff Serving Wire Center 2,3 - 800 Service Term			UEP9E	UEPQZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9E	UEPQ9	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9E	UEPQ2	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	Local Switching															
	Centrex Intercom Functionality, per port			UEP9E	URECS	0.6381										

UNBUNDLED NETWORK ELEMENTS - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: A		
						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
	Local Number Portability																
	Local Number Portability (1 per port)			UEP9E	LNPCC	0.35											
	Features																
	All Standard Features Offered, per port			UEP9E	UEPVF	0.00						30.89	7.03				
	All Select Features Offered, per port			UEP9E	UEPVS	0.00	433.78					30.89	7.03				
	All Centrex Control Features Offered, per port			UEP9E	UEPVC	0.00						30.89	7.03				
	NARS																
	Unbundled Network Access Register - Combination			UEP9E	UARCX	0.00	0.00	0.00	0.00	0.00		0.00	7.03				
	Unbundled Network Access Register - Initial			UEP9E	UAR1X	0.00	0.00	0.00	0.00	0.00		0.00	7.03				
	Unbundled Network Access Register - Outdial			UEP9E	UAROX	0.00	0.00	0.00	0.00	0.00		0.00	7.03				
	Miscellaneous Terminations																
	2-Wire Trunk Side																
	Trunk Side Terminations, each			UEP9E	CEND6	8.78	22.14	15.25	8.45	3.91		30.89	7.03				
	4-Wire Digital (1,544 Megabits)																
	DS1 Circuit Terminations, each			UEP9E	M1HD1	35.55	75.93	38.15				30.89	7.03				
	DS0 Channel Activated Per Channel			UEP9E	M1HDO	0.00	108.67					30.89	7.03				
	Interoffice Channel Mileage - 2-Wire																
	Interoffice Channel Facilities Termination			UEP9E	M1GBC	18.58	22.14	15.25	8.45	3.91		30.89	7.03				
	Interoffice Channel mileage, per mile or fraction of mile			UEP9E	M1GBM	0.0174											
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
	D4 Channel Bank Feature Activations																
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9E	1PQWS	0.66											
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9E	1PQW5	0.66											
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9E	1PQW7	0.66											
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9E	1PQWP	0.66											
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9E	1PQWV	0.66											
	Feature Activation on D-4 Channel Bank Tjje Line/Trunk Loop Slot			UEP9E	1PQWQ	0.66											
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9E	1PQWA	0.66											
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9E	USAC2		1.03	0.29				30.89	7.03				
	New Centrex Standard Common Block			UEP9E	M1ACS	0.00	658.60					30.89	7.03				
	New Centrex Customized Common Block			UEP9E	M1ACC	0.00	658.60					30.89	7.03				
	NAR Establishment Charge, Per Occasion			UEP9E	URECA	0.00	68.57					30.89	7.03				
	Additional Non-Recurring Charges (NRC)																
	Unbundled Miscellaneous Rate Element, Tag Loop at End Use Premise			UEP9E	URETL		8.33	0.83									
	Unbundled Miscellaneous Rate Element, Tag Design Loop at End Use Premise			UEP9E	URETN		11.23	1.10									
	UNE-P CENTREX - DCO - Valid in AL, KY, LA, MS, & TN)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
	UNE Port/Loop Combination Rates (Non-Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP93		14.18											
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP93		18.01											
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP93		23.02											
	UNE Port/Loop Combination Rates (Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP93		18.26											
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP93		23.33											

UNBUNDLED NETWORK ELEMENTS - Tennessee

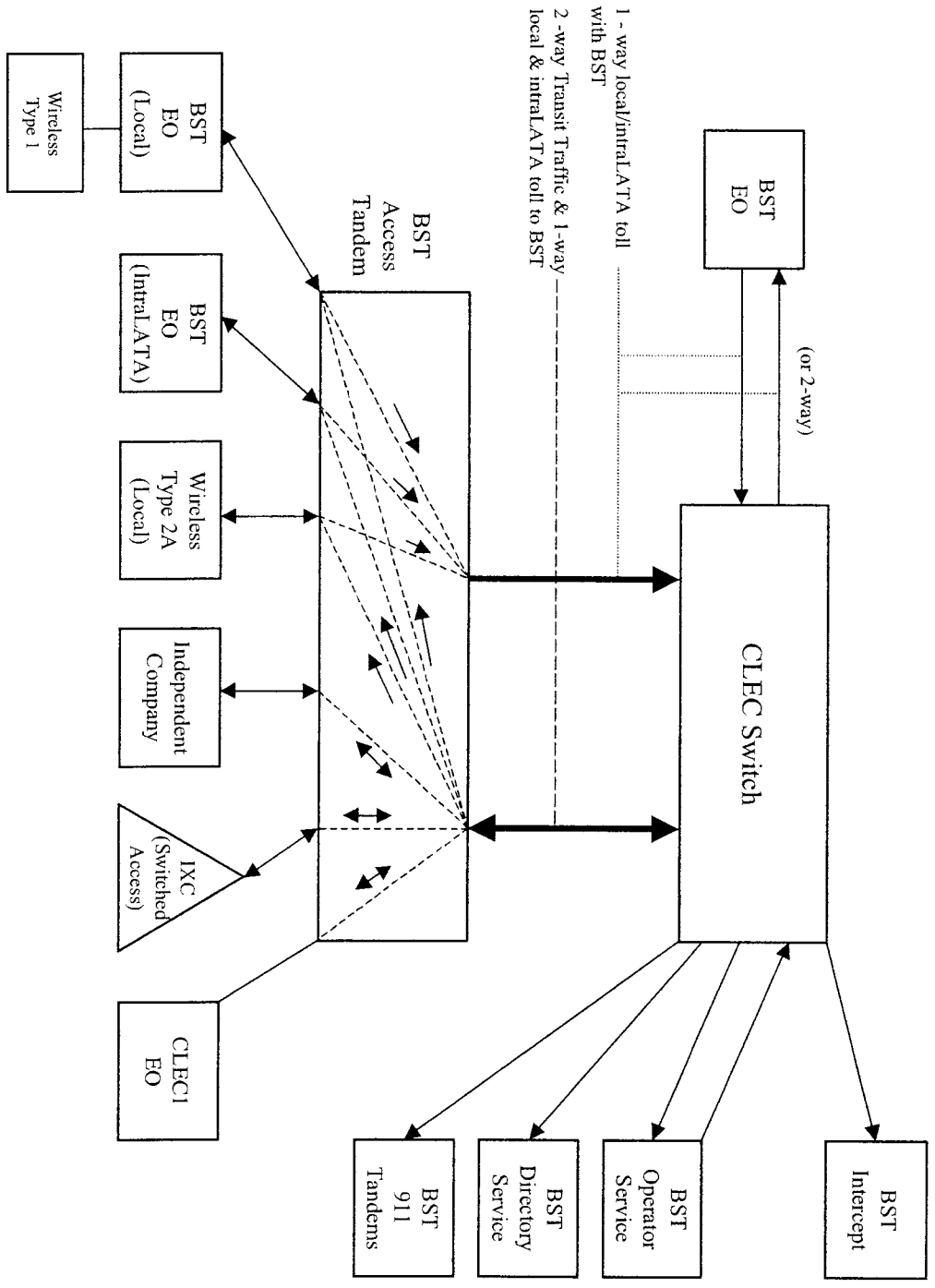
CATEGORY	RATE ELEMENTS	Interm	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: A			
						Rec	Nonrecurring		Nonrecurring Disconnect				SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
							First	Add'l	First	Add'l								
												OSS Rates (\$)						
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP93		29.98												
	UNE Loop Rate																	
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP93	UECS1	12.48												
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP93	UECS1	16.31												
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP93	UECS1	21.32												
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP93	UECS2	16.56												
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP93	UECS2	21.63												
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP93	UECS2	28.28												
	UNE Port Rate																	
	AL, KY, LA, MS, & TN only																	
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP93	UEPYA	1.70	22.14	15.25	8.45	3.91		30.89	7.03					
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP93	UEPYB	1.70	22.14	15.25	8.45	3.91		30.89	7.03					
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP93	UEPYH	1.70	22.14	15.25	8.45	3.91		30.89	7.03					
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2,3 Basic Local Area			UEP93	UEPYM	1.70	22.14	15.25	8.45	3.91		30.89	7.03					
	2-Wire Voice Grade Port, Diff Serving Wire Center - 2,3 - 800 Service Term - Basic Local Area			UEP93	UEPYZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03					
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP93	UEPY9	1.70	22.14	15.25	8.45	3.91		30.89	7.03					
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP93	UEPY2	1.70	22.14	15.25	8.45	3.91		30.89	7.03					
	2-Wire Voice Grade Port (Centrex)			UEP93	UEPQA	1.70	22.14	15.25	8.45	3.91		30.89	7.03					
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP93	UEPQB	1.70	22.14	15.25	8.45	3.91		30.89	7.03					
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP93	UEPQH	1.70	22.14	15.25	8.45	3.91		30.89	7.03					
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2,3			UEP93	UEPQM	1.70	22.14	15.25	8.45	3.91		30.89	7.03					
	2-Wire Voice Grade Port, Diff Serving Wire Center - 2,3 -800 Service Term			UEP93	UEPQZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03					
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP93	UEPQ9	1.70	22.14	15.25	8.45	3.91		30.89	7.03					
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP93	UEPQ2	1.70	22.14	15.25	8.45	3.91		30.89	7.03					
	Local Switching																	
	Centrex Intercom Functionality, per port			UEP93	URECS	0.6381												
	Local Number Portability																	
	Local Number Portability (1 per port)			UEP93	LNPCc	0.35												
	Features																	
	All Standard Features Offered, per port			UEP93	UEPVF	0.00												
	All Centrex Control Features Offered, per port			UEP93	UEPVC	0.00												
	NARS																	
	Unbundled Network Access Register - Combination			UEP93	UARCX	0.00	0.00	0.00	0.00	0.00		0.00	7.03					
	Unbundled Network Access Register - Indial			UEP93	UAR1X	0.00	0.00	0.00	0.00	0.00		0.00	7.03					
	Unbundled Network Access Register - Outdial			UEP93	UAROX	0.00	0.00	0.00	0.00	0.00		0.00	7.03					
	Miscellaneous Terminations																	
	2-Wire Trunk Side																	
	Trunk Side Terminations, each			UEP93	CEND6	8.78	22.14	15.25	8.45	3.91		30.89	7.03					
	4-Wire Digital (1.544 Megabits)																	
	DS1 Circuit Terminations, each			UEP93	M1HD1	35.55	75.93	38.15				30.89	7.03					
	DS0 Channels Activated, Per Channel			UEP93	M1HDO	0.00	108.67					30.89	7.03					
	Interoffice Channel Mileage - 2-Wire																	
	Interoffice Channel Facilities Termination			UEP93	M1GBC	18.58	22.14	15.25	8.45	3.91		30.89	7.03					
	Interoffice Channel mileage, per mile or fraction of mile			UEP93	M1GBM	0.0174												
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																	
	D4 Channel Bank Feature Activations																	
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP93	1PQWS	0.66												
	Feature Activation on D-4 Channel Bank FX Line Side Loop Slot			UEP93	1PQW6	0.66												

UNBUNDLED NETWORK ELEMENTS - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: A	
						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	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN											
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP93	1PQW7	0.66										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP93	1PQWP	0.66										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP93	1PQWV	0.66										
	Feature Activation on D-4 Channel Bank Tie Line/Trunk Loop Slot			UEP93	1PQWQ	0.66										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP93	1PQWA	0.66										
Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP93	USAC2			1.03	0.29			30.89	7.03			
	New Centrex Standard Common Block			UEP93	M1ACS	0.00		658.60				30.89	7.03			
	New Centrex Customized Common Block			UEP93	M1ACC	0.00		658.60				30.89	7.03			
	NAR Establishment Charge, Per Occasion			UEP93	URECA			68.57				30.89	7.03			
Additional Non-Recurring Charges (NRC)																
	Unbundled Miscellaneous Rate Element, Tag Loop at End Use Premise			UEP93	URETL			8.33	0.83							
	Unbundled Miscellaneous Rate Element, Tag Design Loop at End Use Premise			UEP93	URETN			11.23	1.10							
Note 1 - Required Port for Centrex Control in 1AESS, 5ESS & EWSD																
Note 2 - Requires Interoffice Channel Mileage																
Note 3 - Installation is combination of Installation charge for SL2 Loop and Port																
Note 4 - Requires Specific Customer Premises Equipment																
Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.																

Basic Architecture

Exhibit B



One-Way Architecture

Exhibit C

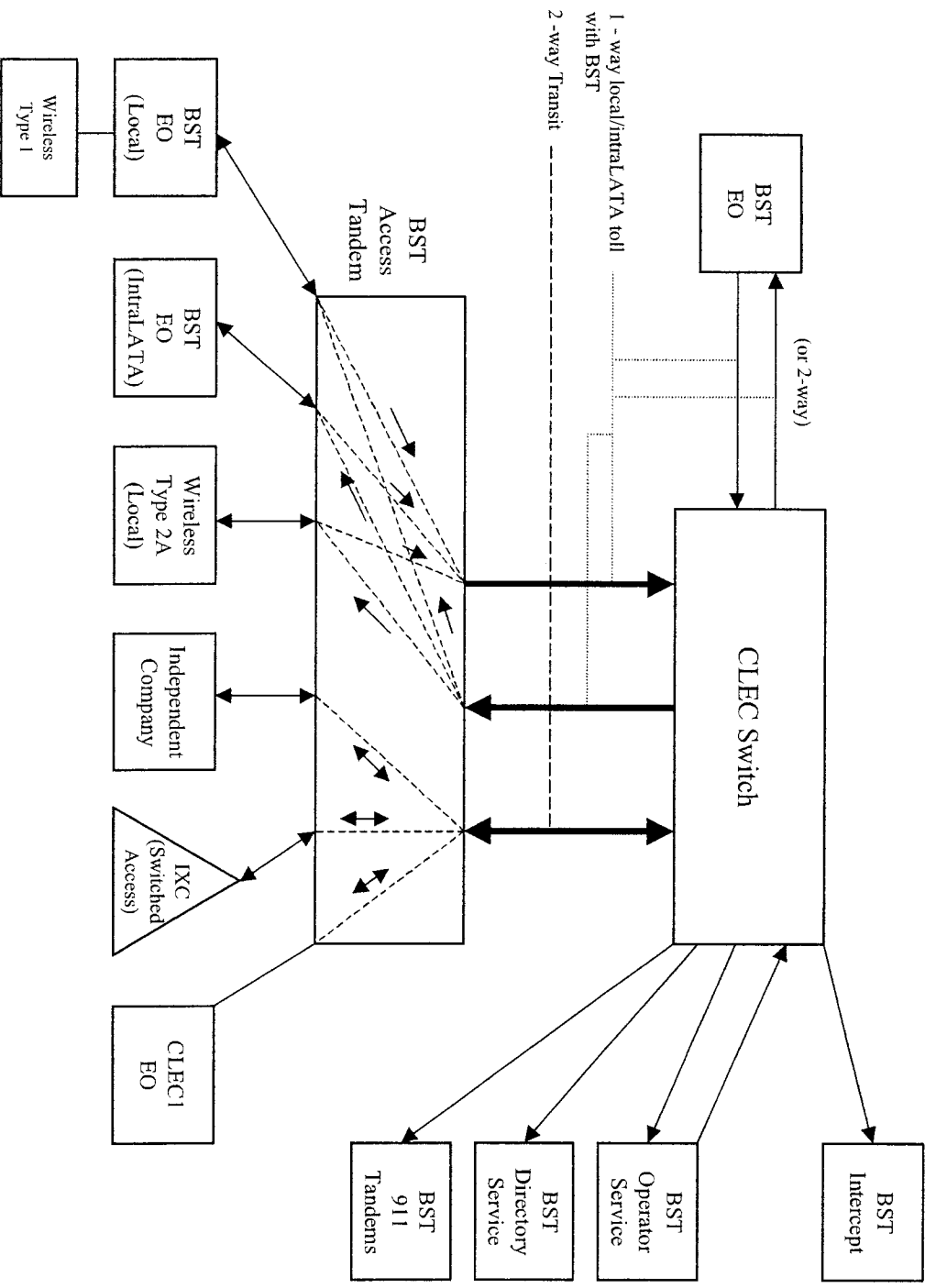


Exhibit D

Two-Way Architecture

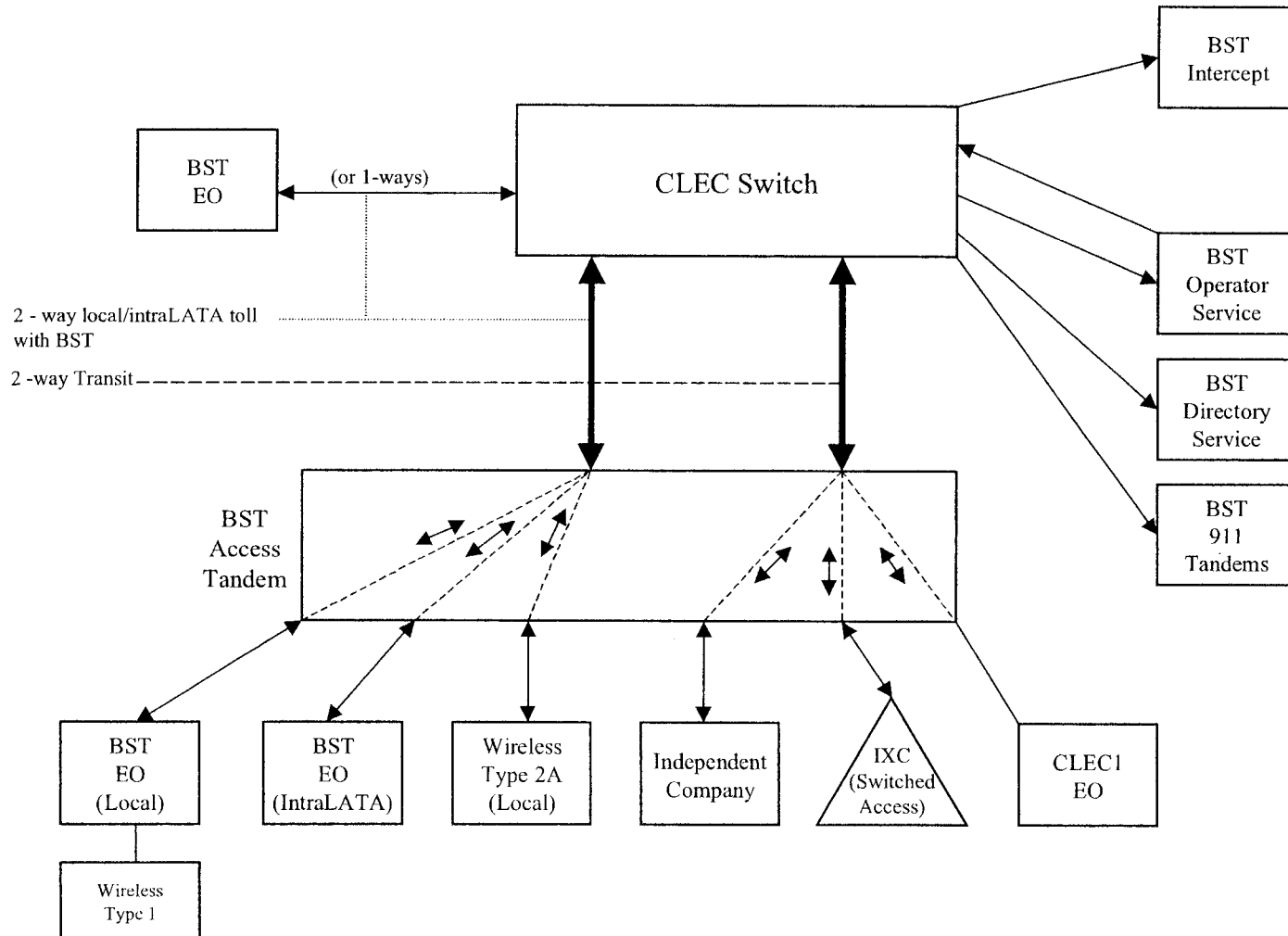
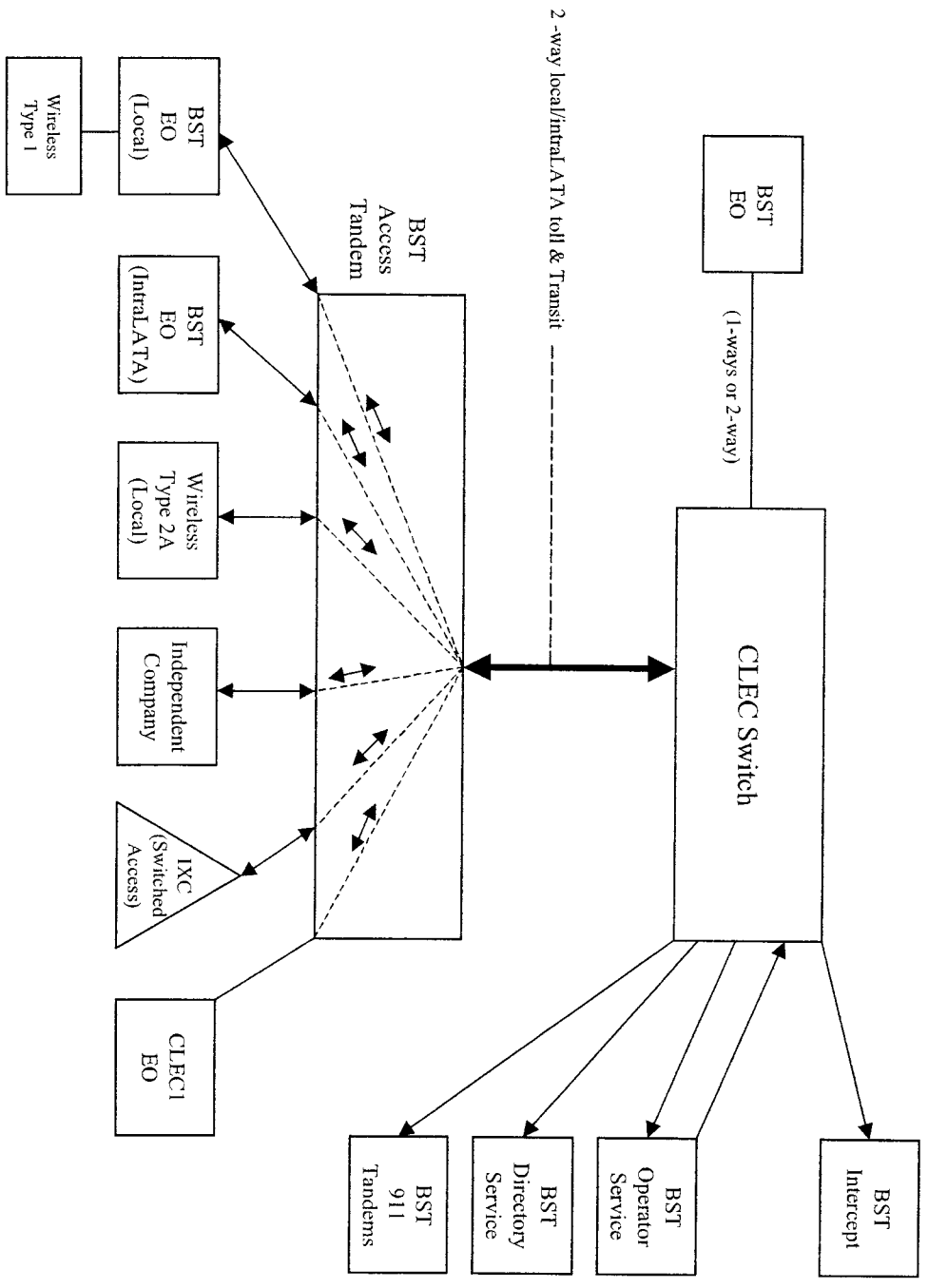


Exhibit E

Supergroup Architecture



LOCAL INTERCONNECTION - Alabama						Attachment: 3		Exhibit: A							
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOMECC	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)															
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
TANDEM SWITCHING															
	Tandem Switching Function Per MOU			OHD		0.0004980bk									
	Multiple Tandem Switching, per MOU (applies to initial tandem only)			OHD		0.000498									
	Tandem Intermediary Charge, per MOU*			OHD		0.0025									
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.															
TRUNK CHARGE															
	Installation Trunk Side Service - per DS0			OHD	TPP6X		21.56		8.12						
	Installation Trunk Side Service - per DS0			OHD	TPP9X		21.56		8.12						
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00									
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00									
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00									
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00									
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements															
COMMON TRANSPORT (Shared)															
	Common Transport - Per Mile, Per MOU			OHD		0.0000023bk									
	Common Transport - Facilities Termination Per MOU			OHD		0.0003224bk									
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)															
INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.008838									
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Facility Termination per month			OHM	1L5NF	21.13	40.54	27.41	16.74	6.90					
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.008838									
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	15.12	40.54	27.41	16.74	6.90					
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.008838									
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	15.12	40.54	27.41	16.74	6.90					
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.18									
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	60.16	89.27	81.81	16.35	14.44					
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	4.09									
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	703.52	278.75	162.76	60.20	58.46					
LOCAL CHANNEL - DEDICATED TRANSPORT															
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	13.97	193.10	33.17	36.64	3.20					
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	14.93	193.53	33.60	37.11	3.67					
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	35.76	177.47	153.72	22.19	15.26					
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	416.54	451.52	263.94	119.49	83.58					
LOCAL INTERCONNECTION MID-SPAN MEET															
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.															
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00								
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00								
MULTIPLEXERS															
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	101.06	91.04	62.57	10.54	9.79					
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	166.13	178.14	93.97	33.26	31.63					
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	12.70	6.58	4.72							
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.															

LOCAL INTERCONNECTION - Florida										Attachment: 3		Exhibit: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)															
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
TANDEM SWITCHING															
	Tandem Switching Function Per MOU			OHD		0.0006019bk									
	Multiple Tandem Switching, per MOU (applies to initial tandem only)			OHD		0.0006019									
	Tandem Intermediary Charge, per MOU*			OHD		0.0025									
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.															
TRUNK CHARGE															
	Installation Trunk Side Service - per DS0			OHD	TPP6X		21.73	8.19							
	Installation Trunk Side Service - per DS0			OHD	TPP9X		21.73	8.19							
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00									
	Dedicated End Office Trunk Port Service-per DS1**			OH1	OH1MS	TDE1P	0.00								
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00									
	Dedicated Tandem Trunk Port Service-per DS1**			OH1	OH1MS	TDW1P	0.00								
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements															
COMMON TRANSPORT (Shared)															
	Common Transport - Per Mile, Per MOU			OHD		0.0000035bk									
	Common Transport - Facilities Termination Per MOU			OHD		0.0004372bk									
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)															
INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.0091									
	Interoffice Channel - Dedicated Transport- 2 - Wire Voice Grade - Facility Termination per month			OHM	1L5NF	25.32	47.35	31.78	18.31	7.03					
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.0091									
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	18.44	47.35	31.78	18.31	7.03					
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.0091									
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	18.44	47.35	31.78	18.31	7.03					
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.1856									
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	88.44	105.54	98.47	21.47	19.05					
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	3.87									
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	1,071.00	335.46	219.28	72.03	70.56					
LOCAL CHANNEL - DEDICATED TRANSPORT															
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	19.66	265.84	46.97	37.63	4.00					
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	20.45	266.54	47.67	44.22	5.33					
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	36.49	216.65	183.54	24.30	16.95					
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	531.91	556.37	343.01	139.13	96.84					
LOCAL INTERCONNECTION MID-SPAN MEET															
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.															
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00								
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00								
MULTIPLXERS															
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	146.77	101.42	71.62	11.09	10.49					
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	211.19	199.28	118.64	40.34	39.07					
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	13.76	10.07	7.08							
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.															

LOCAL INTERCONNECTION - Georgia										Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 3		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
						Rec	Nonrecurring		Nonrecurring Disconnect						
						First	Add'l	First	Add'l						
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)															
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
TANDEM SWITCHING															
	Tandem Switching Function Per MOU			OHD		0.0004086bk									
	Multiple Tandem Switching, per MOU (applies to initial tandem only)			OHD		0.0004086									
	Tandem Intermediary Charge, per MOU*			OHD		0.0025									
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.															
TRUNK CHARGE															
	Installation Trunk Side Service - per DS0			OHD	TPP6X	21.53	8.11								
	Installation Trunk Side Service - per DS0			OHD	TPP9X	21.53	8.11								
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00									
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00									
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00									
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00									
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements															
COMMON TRANSPORT (Shared)															
	Common Transport - Per Mile, Per MOU			OHD		0.0000027bk									
	Common Transport - Facilities Termination Per MOU			OHD		0.0001914bk									
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)															
INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.0057									
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHM	1L5NF	12.87	48.455	19.48	16.575	4.995					
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.0057									
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	7.83	48.455	19.48	16.575	4.995					
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.0057									
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	7.83	48.455	19.48	16.575	4.995					
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.1154									
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	34.19	111.025	80.28	31.355	21.73					
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	2.53									
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	342.02	320.47	86.32	66.77	52.81					
LOCAL CHANNEL - DEDICATED TRANSPORT															
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	7.74	121.065	53.295	46.395	13.365					
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	8.72	125.62	54.43	46.395	13.365					
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	18.47	149.46	111.195	40.355	26.115					
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	147.01	445.01	145.18	112.905	75.88					
LOCAL INTERCONNECTION MID-SPAN MEET															
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.															
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00								
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00								
MULTIPLEXERS															
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	69.75	105.675	41.585	23.75	4.19					
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	121.90	224.475	71.83	40.005	31.065					
	DS3 Interface Unit (DS1 COC) per month			OH1, OH1MS	SATCO	7.35	15.805	11.385	6.605	6.605					
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.															

LOCAL INTERCONNECTION - Louisiana										Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 3		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)			SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
						Rec	Nonrecurring								Nonrecurring Disconnect
							First	Add'l	First	Add'l					
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)															
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
TANDEM SWITCHING															
	Tandem Switching Function Per MOU			OHD		0.0005507bk									
	Multiple Tandem Switching, per MOU (applies to initial tandem only)			OHD		0.0005507									
	Tandem Intermediary Charge, per MOU*			OHD		0.0025									
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.															
TRUNK CHARGE															
	Installation Trunk Side Service - per DS0			OHD	TPP6X		21.64	8.15							
	Installation Trunk Side Service - per DS0			OHD	TPP9X		21.64	8.15							
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00									
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00									
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00									
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00									
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements															
COMMON TRANSPORT (Shared)															
	Common Transport - Per Mile, Per MOU			OHD		0.0000032bk									
	Common Transport - Facilities Termination Per MOU			OHD		0.0003748bk									
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)															
INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.013									
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Facility Termination per month			OHM	1L5NF	22.60	39.36	26.62							
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.013									
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	15.61	39.37	26.62							
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.013									
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	15.61	39.37	26.62							
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.2652									
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	70.47	86.69	79.44							
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	6.04									
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	850.45	270.69	158.05							
LOCAL CHANNEL - DEDICATED TRANSPORT															
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	18.32	187.51	32.21							
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	19.41	187.94	32.63							
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	39.18	172.34	149.27							
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	469.44	438.46	256.30							
LOCAL INTERCONNECTION MID-SPAN MEET															
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.															
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00								
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00								
MULTIPLEXERS															
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	105.09	88.41	60.76							
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	201.48	172.99	91.25							
	DS3 Interface Unit (DS1 COC) per month			OH1, OH1MS	SATCO	11.78	6.39	4.58							
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.															

LOCAL INTERCONNECTION - Mississippi										Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 3		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
						Rec	Nonrecurring		Nonrecurring Disconnect						
						First	Add'l	First	Add'l						
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)															
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
TANDEM SWITCHING															
	Tandem Switching Function Per MOU			OHD		0.0005379bk									
	Multiple Tandem Switching, per MOU (applies to initial tandem only)			OHD		0.0005379									
	Tandem Intermediary Charge, per MOU*			OHD		0.0025									
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.															
TRUNK CHARGE															
	Installation Trunk Side Service - per DS0			OHD	TPP6X	21.58	8.13								
	Installation Trunk Side Service - per DS0			OHD	TPP9X	21.58	8.13								
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00									
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00									
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00									
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00									
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements															
COMMON TRANSPORT (Share)															
	Common Transport - Per Mile, Per MOU			OHD		0.0000026bk									
	Common Transport - Facilities Termination Per MOU			OHD		0.0004541bk									
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)															
INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.0098									
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Facility Termination per month			OHM	1L5NF	22.52	40.77	27.57	17.26	7.11					
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.0098									
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	15.68	40.78	27.57	17.26	7.11					
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.0098									
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	15.68	40.78	27.57	17.26	7.11					
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.201									
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	57.33	89.79	82.28	16.86	14.90					
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	4.76									
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	641.90	280.37	163.70	62.08	60.29					
LOCAL CHANNEL - DEDICATED TRANSPORT															
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	14.91	194.22	33.36	37.79	3.30					
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	15.99	194.66	33.80	38.27	3.78					
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	36.83	178.50	154.61	22.89	15.74					
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	413.87	454.13	264.47	123.23	86.19					
LOCAL INTERCONNECTION MID-SPAN MEET															
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.															
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00								
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00								
MULTIPLEXERS															
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	102.85	91.57	62.94	10.87	10.10					
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	170.63	179.17	94.52	34.30	32.82					
	DS3 Interface Unit (DS1 COC) per month			OH1, OH1MS	SATCO	12.96	6.62	4.74							
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.															

LOCAL INTERCONNECTION - South Carolina										Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 3		Exhibit: A		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)						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.																
TANDEM SWITCHING																
	Tandem Switching Function Per MOU			OHD		0.0007360bk										
	Multiple Tandem Switching, per MOU (applies to initial tandem only)			OHD		0.000736										
	Tandem Intermediary Charge, per MOU*			OHD		0.0025										
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
TRUNK CHARGE																
	Installation Trunk Side Service - per DS0			OHD	TPP6X			21.65	8.16							
	Installation Trunk Side Service - per DS0			OHD	TPP9X			21.65	8.16							
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00										
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00										
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00										
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
COMMON TRANSPORT (Shared)																
	Common Transport - Per Mile, Per MOU			OHD		0.0000045bk										
	Common Transport - Facilities Termination Per MOU			OHD		0.0004095bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.0167										
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHM	1L5NF	24.30	40.63	27.47	16.77	6.91						
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.0167										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	16.76	40.63	27.47	16.77	6.91						
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.0167										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	16.76	40.63	27.47	16.77	6.91						
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.3415										
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	77.14	89.47	81.99	16.39	14.48						
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	8.02										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	880.65	279.37	163.12	60.33	58.59						
LOCAL CHANNEL - DEDICATED TRANSPORT																
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	15.33	193.53	33.24	36.72	3.21						
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	16.54	193.97	33.68	37.19	3.68						
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	42.62	177.87	154.06	22.24	15.30						
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	446.00	452.52	264.53	119.75	83.77						
LOCAL INTERCONNECTION MID-SPAN MEET																
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00									
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00									
MULTIPLEXERS																
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	107.57	91.24	62.71	10.56	9.81						
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	144.02	178.54	94.18	33.33	31.90						
	DS3 Interface Unit (DS1 COC) per month			OH1, OH1MS	SATCO	8.64	6.59	4.73								
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																

LOCAL INTERCONNECTION - Tennessee										Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 3		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
						Rec	Nonrecuring First	Add'l	Nonrecuring First						
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)															
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
TANDEM SWITCHING															
	Tandem Switching Function Per MOU			OHD		0.0009778bk									
	Multiple Tandem Switching, per MOU (applies to initial tandem only)			OHD		0.0009778									
	Tandem Intermediary Charge, per MOU*			OHD		0.0025									
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.															
TRUNK CHARGE															
	Installation Trunk Side Service - per DS0			OHD	TPP6X		21.59	8.09							
	Installation Trunk Side Service - per DS0			OHD	TPP9X		21.59	8.09							
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00									
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00									
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00									
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00									
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements															
COMMON TRANSPORT (Shared)															
	Common Transport - Per Mile, Per MOU			OHD		0.0000064bk									
	Common Transport - Facilities Termination Per MOU			OHD		0.0003871bk									
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)															
INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.0174									
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHM	1L5NF	18.58	55.39	17.37	27.96	3.51					
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.0174									
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	17.98	55.39	17.37	27.96	3.51					
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.0174									
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	17.98	55.39	17.37	27.96	3.51					
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.3562									
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	77.86	112.40	76.27	19.55	14.99					
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	2.34									
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	848.99	395.29	176.56	109.04	105.91					
LOCAL CHANNEL - DEDICATED TRANSPORT															
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	19.43	199.33	24.16	54.81	4.80					
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	20.56	201.53	24.83	55.52	5.51					
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	40.99	277.35	233.26	33.18	22.30					
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	611.30	595.37	304.50	215.82	151.15					
LOCAL INTERCONNECTION MID-SPAN MEET															
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.															
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00								
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00								
MULTIPLXERS															
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	80.77	141.87	77.11	44.47	42.62					
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	222.98	308.03	108.47	6.34	4.23					
	DS3 Interface Unit (DS1 COC) per month			OH1, OH1MS	SATCO	17.58	6.07	4.66							
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.															

Attachment 4
Physical Collocation

Version 3Q03: 11/12/2003

BELLSOUTH
PHYSICAL COLLOCATION

1. Scope of Attachment

1.1 The rates, terms, and conditions contained within this Attachment shall only apply when Azul Tel is physically collocated as a sole occupant or as a Host within a "BellSouth Premises" location pursuant to this Attachment. "BellSouth Premises" include BellSouth Central Offices and Serving Wire Centers (hereinafter "BellSouth Premises"). This Attachment is applicable to "BellSouth Premises" owned or leased by BellSouth. However, if the "BellSouth Premises" occupied by BellSouth 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 Azul Tel 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 Azul Tel to occupy a certain area designated by BellSouth within a "BellSouth Premises", or on BellSouth property upon which the "BellSouth Premises" is located, of a size which is specified by Azul Tel 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 Azul Tel may contemplate a request for space sufficient to accommodate Azul Tel's growth within a twenty-four (24) month period.

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

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

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

- 1.4 Space Reclamation. In the event of space exhaust within a "BellSouth Premises", BellSouth may include in its documentation for the Petition for Waiver filed with the Commission, any unutilized space in the "BellSouth Premises", including unutilized space held by Azul Tel and other collocated telecommunications carriers in BellSouth's Premises. Azul Tel will be responsible for the justification of unutilized space within its Collocation Space, if the Commission requires such justification.
- 1.4.1 If physical Collocation Space is needed to accommodate another telecommunication carrier's request for physical collocation or BellSouth's own immediate space needs, BellSouth may reclaim from Azul Tel any physical Collocation Space that is not being "efficiently used" or that cannot be proven to be needed within the two (2) year (18 months in Florida) planning period. This term ("efficiently used") shall mean that substantially all of the floor space is taken up by Azul Tel's collocated equipment as described in Section 5.1 of this Attachment. In addition, BellSouth may reclaim, for the same reasons as those stated above, any space that is not being used at all to house Azul Tel's equipment and/or facilities for collocation purposes. Azul Tel will have one hundred eighty (180) calendar days from receipt of notice by BellSouth to Azul Tel of the need for such physical Collocation Space to ensure that such space is being used in accordance with the terms and conditions herein and shall be responsible to justify to the Commission, if the Commission requires such justification.
- 1.5 Use of Space. Azul Tel shall use the Collocation Space for the purpose of installing, maintaining and operating Azul Tel's equipment (including testing and monitoring equipment) necessary for interconnection with BellSouth's services/facilities or for accessing BellSouth's unbundled network elements for the provision of telecommunications services, as specifically set forth in this Agreement. The Collocation Space assigned to Azul Tel may not be used for any purposes other than as specifically described herein or in any amendment hereto.
- 1.6 Rates and Charges. Azul Tel agrees to pay the rates and charges identified in Exhibit B attached hereto.
- 1.7 If any due date contained in this Attachment falls on a weekend or a National holiday, the due date will be the next business day thereafter. For intervals of ten (10) calendar days or less, National holidays will be excluded.
- 1.8 The Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.

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2. Space Availability Report

2.1 Space Availability Report. Upon request from Azul Tel and at the Azul Tel's expense, BellSouth will provide a written report (Space Availability Report) describing in detail the space that is currently available for collocation at a particular "BellSouth Premises". This report will include the amount of Collocation Space available at the "BellSouth Premises" requested, the number of collocators present at the "BellSouth Premises", any modifications in the use of the space since the last report on the "BellSouth Premises" requested and the measures BellSouth is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the "BellSouth Premises" for which the Space Availability Report was requested by Azul Tel.

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

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

3. Collocation Options

3.1 Cageless. BellSouth shall allow Azul Tel to collocate Azul Tel's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow Azul Tel to have direct access to Azul Tel's equipment and facilities in accordance with Section 5.9. BellSouth shall make cageless collocation available in single bay increments. Except where Azul Tel'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, Azul Tel 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 Azul Tel's expense, Azul Tel will arrange with a Supplier certified by BellSouth (BellSouth Certified Supplier) to construct a collocation arrangement enclosure in accordance with BellSouth's Technical References (TRs) (hereinafter referred to as Specifications) prior to starting equipment installation. BellSouth will provide Specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's enclosure Specifications, Azul Tel and Azul Tel's BellSouth Certified Supplier must comply with the more stringent local building code requirements. Azul Tel's BellSouth Certified Supplier shall be responsible for filing and obtaining any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with Azul Tel and provide, at Azul Tel's expense, the documentation, including existing building architectural drawings, enclosure drawings, and Specifications required and necessary for Azul Tel's BellSouth Certified Supplier to obtain all necessary permits and/or other licenses. Azul Tel's BellSouth Certified Supplier shall bill Azul Tel directly for all work performed for Azul Tel to comply with this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by Azul Tel's BellSouth Certified Supplier. Azul Tel must provide the local BellSouth Central Office Building Contact with two (2) Access Keys that will allow entry into the locked enclosure. Except in the case of an emergency, BellSouth will not access Azul Tel's locked enclosure prior to notifying Azul Tel 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 Azul Tel.
- 3.2.1 BellSouth may elect to review Azul Tel's plans and specifications prior to allowing construction to start, to ensure compliance with BellSouth's Specifications. BellSouth will notify Azul Tel of its desire to execute this review in BellSouth's response to the Initial Application, if Azul Tel has indicated its desire to construct its own enclosure. If Azul Tel's Initial Application does not indicate its desire to construct its own enclosure, but its subsequent firm order does indicate its desire to construct its own enclosure, then notification to review will be given within ten (10) calendar days after the date the firm order has been received by BellSouth. BellSouth shall complete its review within fifteen (15) calendar days after the receipt of Azul Tel's plans and specifications. Regardless of whether or not BellSouth elects to review Azul Tel'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 Azul Tel'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 Azul Tel. BellSouth shall require Azul Tel to remove or correct within seven (7) calendar days, at Azul Tel's expense, any structure that does not meet Azul Tel's plans and specifications or BellSouth's Specifications, as applicable.
- 3.3 Shared Caged Collocation. Azul Tel may allow other telecommunications carriers to share Azul Tel's caged collocation arrangement, pursuant to the terms and conditions agreed to by Azul Tel (Host) and the other telecommunications carriers (Guests)

contained in this Section, except where the "BellSouth Premises" is located within a leased space and BellSouth is prohibited by said lease from offering such an option to Azul Tel. BellSouth shall be notified in writing by Azul Tel 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 Azul Tel 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 Azul Tel. The term of the agreement between the Host and its Guest(s) shall not exceed the term of this Attachment between BellSouth and Azul Tel.

- 3.3.1 Azul Tel, 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. Azul Tel is also responsible for ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest(s), its employees and agents. BellSouth shall provide Azul Tel with a proration of the costs of the Collocation Space based on the number of collocators and the space used by each. There will be a minimum charge of one (1) bay/rack per Host/Guest. In addition to the above, for all states other than Florida, Azul Tel shall be the responsible party to BellSouth for the purpose of submitting applications for initial and additional equipment placement for the Guest(s). In Florida, the Guest(s) may submit its own initial and subsequent equipment placement applications using the Host's Access Carrier Name Abbreviation (ACNA). A separate Guest application shall result in the assessment of an Initial Application Fee or a Subsequent Application Fee, as set forth in Exhibit B, which will be billed to the Host on the date that BellSouth provides its written response to the Guest(s) Bona Fide Application (Application Response).
- 3.3.2 Notwithstanding the foregoing, the Guest(s) may submit service orders directly to BellSouth to request the provisioning of interconnecting facilities between BellSouth and the Guest(s), the provisioning of services, and access to unbundled network elements. The bill for these interconnecting facilities, services and UNEs will be charged to the Guest(s) pursuant to the applicable Tariff or the Guest's Interconnection Agreement with BellSouth.
- 3.3.3 Azul Tel 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 Azul Tel's Guest(s) in the Collocation Space, except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.
- 3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit an adjacent collocation arrangement (Adjacent Arrangement) on "BellSouth Premises" property only when space within the requested "BellSouth Premises" is legitimately exhausted and where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the "BellSouth Premises" property. An Adjacent Arrangement shall be procured by Azul Tel or constructed by the Azul Tel's BellSouth Certified Supplier and must be in

conformance with BellSouth's design and construction Specifications. Further, Azul Tel 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 Azul Tel requests Adjacent Collocation, pursuant to the conditions stated in 3.4 above, Azul Tel must arrange with a BellSouth Certified Supplier to construct the Adjacent Arrangement structure in accordance with BellSouth's Specifications. BellSouth will provide the appropriate Specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's Specifications, Azul Tel and Azul Tel's BellSouth Certified Supplier shall comply with the more stringent local building code requirements. Azul Tel's BellSouth Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. Azul Tel's BellSouth Certified Supplier shall bill Azul Tel directly for all work performed for Azul Tel to comply with this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by Azul Tel's BellSouth Certified Supplier. Azul Tel must provide the local BellSouth Central Office Building Contact with two (2) cards, keys or other access devices used to gain entry into the locked enclosure. Except in the case of an emergency, BellSouth will not access Azul Tel's locked enclosure prior to notifying Azul Tel 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 Azul Tel must submit its Adjacent Arrangement construction plans and specifications to BellSouth when it places its firm order. BellSouth shall review Azul Tel's plans and specifications prior to the construction of an Adjacent Arrangement(s) to ensure Azul Tel's compliance with BellSouth's Specifications. BellSouth shall complete its review within fifteen (15) calendar days after receipt of the plans and specifications from Azul Tel for the Adjacent Arrangement. BellSouth may inspect the Adjacent Arrangement during and after construction is completed to ensure that it is constructed according to Azul Tel'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 Azul Tel. BellSouth shall require Azul Tel to remove or correct within seven (7) calendar days, at Azul Tel's expense, any structure that does not meet its submitted plans and specifications or BellSouth's Specifications, as applicable.
- 3.4.3 Azul Tel 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 Azul Tel's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities, subject to the same nondiscriminatory requirements as those applicable to any other physical collocation arrangement. In Alabama and Louisiana, BellSouth will provide DC power to Adjacent Collocation sites where technically feasible, as that term has been defined by the FCC, subject to individual case basis (ICB) pricing. Azul Tel's BellSouth Certified Supplier shall be

responsible, at Azul Tel's sole expense, for filing and obtaining any and all necessary permits and/or licenses for an Adjacent Arrangement. BellSouth shall allow Shared Caged Collocation within an Adjacent Arrangement, pursuant to the terms and conditions set forth in Section 3.3 above.

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

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

- 3.6 Co-Carrier Cross Connect (CCXC). The primary purpose of collocation is for a telecommunications carrier to interconnect with BellSouth's network or to access BellSouth's unbundled network elements for the provision of telecommunications services. BellSouth will permit Azul Tel to interconnect between its virtual or physical collocation arrangement(s) and that (those) of another collocated telecommunications carrier within the same "BellSouth Premises". Both Azul Tel's agreement and the other collocated telecommunications carrier's agreement must contain the CCXC rates, terms and conditions before BellSouth will permit the provisioning of CCXCs between the two collocated carriers. Azul Tel is prohibited from using the Collocation Space for the sole or primary purpose of cross-connecting to other collocated telecommunications carriers.

- 3.6.1 Azul Tel must contract with a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned using facilities owned by Azul Tel. Such cross-connections to other collocated telecommunications carriers may be made using either

electrical or optical facilities. Azul Tel shall be responsible for providing a letter of authorization (LOA), with the application, to BellSouth from the other collocated telecommunications carrier to which it will be cross-connecting. The Azul Tel-provisioned CCXC shall utilize BellSouth common cable support structure. There will be a recurring charge per linear foot, per cable, of common cable support structure used by Azul Tel to provision the CCXC to the other collocated telecommunications carrier. In those instances where Azul Tel's equipment and the equipment of the other collocated telecommunications carrier are located in contiguous caged Collocation Space, Azul Tel may use its own technicians to install co-carrier cross connects using either electrical or optical facilities between the equipment of both collocated telecommunications carriers by constructing a dedicated cable support structure between the two contiguous cages. Azul Tel shall deploy such electrical or optical cross-connections directly between its own facilities and the facilities of another collocated telecommunications carrier without being routed through BellSouth's equipment. Azul Tel 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). Azul Tel is responsible for ensuring the integrity of the signal.

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

4. Occupancy

- 4.1 Occupancy. BellSouth will notify Azul Tel in writing when the Collocation Space is ready for occupancy (Space Ready Date). Azul Tel 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 Azul Tel's original or jointly amended application requirements within seven (7) calendar days after the walkthrough, unless the Parties mutually agree upon a different time frame. BellSouth will then establish a new Space Ready Date. Another acceptance walkthrough will be scheduled and conducted within fifteen (15) calendar days of the new Space Ready Date. This follow-up acceptance walkthrough will be limited to only those items identified in the initial walkthrough. If Azul Tel completes its acceptance walkthrough within the fifteen (15) calendar day interval, billing will begin upon the date of Azul Tel's acceptance of the Collocation Space (Space Acceptance Date). In the event Azul Tel fails to complete an acceptance walkthrough within this fifteen (15) calendar day interval, the Collocation Space shall be deemed accepted by Azul Tel on the Space Ready Date and billing will commence from that date. If Azul Tel decides to occupy the space prior to the Space Ready Date, the date Azul Tel

occupies the space is deemed the new Space Acceptance Date and billing will begin from that date. Azul Tel must notify BellSouth in writing that its collocation equipment installation is complete and operational with BellSouth's network. BellSouth may, at its discretion, refuse to accept any orders for cross-connects until it has received such notice. For the purposes of this paragraph, Azul Tel'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, Azul Tel may terminate its occupancy of a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy. Such termination shall be effective upon BellSouth's acceptance of the Space Relinquishment Form. Billing for monthly recurring charges will cease on the date that Azul Tel and BellSouth conduct an inspection of the terminated space and jointly sign off on the Space Relinquishment Form or on the date that Azul Tel signs off on the Space Relinquishment Form and sends this form to BellSouth, provided no discrepancies are found during BellSouth's subsequent inspection of the terminated space. If the subsequent inspection by BellSouth reveals discrepancies, billing will cease on the date that BellSouth and Azul Tel jointly conduct an inspection, confirming that Azul Tel has corrected all of the noted discrepancies identified by BellSouth. A Subsequent Application Fee will not apply for the termination of occupancy; however, specific disconnect fees may apply to certain rate elements in Alabama, Florida, Georgia, Kentucky, Mississippi, South Carolina and Tennessee. The particular disconnect fees that would apply in each state are contained in Exhibit B of this Attachment. BellSouth may terminate Azul Tel's right to occupy Collocation Space in the event Azul Tel fails to comply with any provision of this Agreement, including payment of the applicable fees contained in Exhibit B of this Attachment.

4.2.1 Upon termination of occupancy, Azul Tel, at its sole expense, shall remove its equipment and any other property owned, leased or controlled by the Azul Tel from the Collocation Space. Azul Tel shall have thirty (30) calendar days from the Bona Fide Firm Order (BFFO) date ("Termination Date") to complete such removal, including the removal of all equipment and facilities of Azul Tel's Guest(s), unless Azul Tel'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 Azul Tel removal date. Azul Tel shall continue the payment of all monthly recurring charges to BellSouth until the date Azul Tel, and if applicable Azul Tel's Guest(s), has fully vacated the Collocation Space and the Space Relinquishment Form has been accepted by BellSouth. If Azul Tel or Azul Tel's Guest(s) fails to vacate the Collocation Space within thirty (30) calendar days from the "Termination Date", BellSouth shall have the right to remove and dispose of the equipment and any other property of Azul Tel or Azul Tel's Guest(s), in any manner that BellSouth deems fit, at Azul Tel's expense and with no liability whatsoever for Azul Tel's property or Azul Tel's Guest(s)'s property. Upon termination of Azul Tel's right to occupy specific Collocation Space, the Collocation Space will revert

back to BellSouth's space inventory, and Azul Tel shall surrender the Collocation Space to BellSouth in the same condition as when it was first occupied by Azul Tel, with the exception of ordinary wear and tear, unless otherwise agreed to by the Parties. Azul Tel's BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth's Specifications including, but not limited to, BellSouth's Central Office Record Drawings and ERMA Records. Azul Tel shall be responsible for the cost of removing any Azul Tel constructed enclosure, together with any supporting structures (e.g., racking, conduits, or power cables), by the "Termination Date" and restoring the grounds to their original condition.

5. Use of Collocation Space

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

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

5.1.2 Such equipment must, at a minimum, meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in Telcordia Special Report SR-3580, Issue 1. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on Azul Tel's failure to comply with this Section.

5.1.3 Azul Tel 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 Azul Tel submits an application for terminations that will exceed the total capacity of the collocated equipment, Azul Tel will be informed of the discrepancy by BellSouth and required to submit a revision to the application.

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

- 5.2 Azul Tel shall not use the Collocation Space for marketing purposes, nor shall it place any identifying signs or markings outside the Collocation Space or on the grounds of the "BellSouth Premises".
- 5.3 Azul Tel shall place a plaque or affix other identification (e.g., stenciling) to Azul Tel's equipment, including the appropriate emergency contacts with their corresponding telephone numbers, in order for BellSouth to properly identify Azul Tel's equipment in the case of an emergency.
- 5.4 Entrance Facilities. Azul Tel may elect to place Azul Tel-owned or Azul Tel-leased fiber entrance facilities into its Collocation Space. BellSouth will designate the point of interconnection in close proximity to the "BellSouth Premises" building housing the Collocation Space, such as at an entrance manhole or a cable vault, which are physically accessible by both Parties. Azul Tel will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. Azul Tel 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 Azul Tel's equipment in the Collocation Space. In the event Azul Tel utilizes a non-metallic, riser-type entrance facility, a splice will not be required. Azul Tel must contact BellSouth for instructions prior to placing any entrance facility cable in the manhole. Azul Tel is responsible for the maintenance of the entrance facilities. At Azul Tel'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 Azul Tel for dual entrance facilities to its physical Collocation Space, BellSouth shall provide Azul Tel with information regarding BellSouth's capacity to accommodate the requested dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose or for utilization within twelve (12) months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for the installation of a second entrance facility to Azul Tel's Collocation Space. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance facilities are not available due to lack of capacity, BellSouth will provide this information to Azul Tel in the Application Response.
- 5.5.2 Shared Use. Azul Tel may utilize spare capacity on an existing interconnector's entrance facility for the purpose of providing an entrance facility to Azul Tel's Collocation Space within the same "BellSouth Premises". BellSouth shall allow the splice, as long as the fiber is non-working fiber. Azul Tel must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from the other telecommunications carrier authorizing BellSouth to perform the splice of the Azul Tel-provided riser cable to the spare capacity on the entrance facility. If Azul Tel desires to allow another telecommunications carrier to use its entrance facilities, that other telecommunications carrier must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from Azul Tel authorizing BellSouth to perform the splice of that telecommunications carrier's provided riser cable to the spare capacity on Azul Tel's entrance facility.
- 5.6 Demarcation Point. BellSouth will designate the point(s) of demarcation between Azul Tel's equipment and/or network and BellSouth's network. Each Party will be responsible for the maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on BellSouth's designated conventional distributing frame (CDF). Azul Tel shall be responsible for providing the necessary cabling, and Azul Tel'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. Azul Tel or its agent must perform all required maintenance to the equipment/facilities on its side of the demarcation point, pursuant to Section 5.7, following, and may self-provision cross-connects that may be required within its own Collocation Space to activate service requests.
- 5.6.1 In Tennessee, BellSouth will designate the point(s) of demarcation between Azul Tel'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 Azul Tel-provided Point of Termination Bay (POT Bay) in a common area

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

- 5.7 Azul Tel's Equipment and Facilities. Azul Tel, or if required by this Attachment, Azul Tel'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 Azul Tel 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. Azul Tel and its designated BellSouth Certified Supplier must follow and comply with all BellSouth Specifications outlined in the following BellSouth Technical Requirements: TR 73503, TR 73519, TR 73572, and TR 73564.
- 5.8 BellSouth's Access to Collocation Space. From time to time, BellSouth may require access to Azul Tel's Collocation Space. BellSouth retains the right to access Azul Tel'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 Azul Tel at least forty-eight (48) hours before access to Azul Tel's Collocation Space is required. Azul Tel may elect to be present whenever BellSouth performs work in the Azul Tel's Collocation Space. The Parties agree that Azul Tel will not bear any of the expense associated with this type of work.
- 5.9 Access. Pursuant to Section 12, Azul Tel shall have access to its Collocation Space twenty-four (24) hours a day, seven (7) days a week. Azul Tel agrees to provide the name and social security number, date of birth, or driver's license number of each employee, supplier, or agent of Azul Tel or Azul Tel's Guest(s) that will be provided with access keys or cards (Access Keys), prior to the issuance of said Access Keys, using form RF-2906-C, the "CLEC and CLEC Certified Supplier Access Request and Acknowledgement" form. The appropriate key acknowledgement forms (the "Collocation Acknowledgement Sheet" for access cards and the "Key Acknowledgement Form" for keys) must be signed by Azul Tel and returned to BellSouth Access Management within fifteen (15) calendar days of Azul Tel's receipt. Failure to return these properly acknowledged forms will result in the holding of subsequent access key or card requests until the proper key acknowledgement documents have been received by BellSouth and reflect current information. Access Keys may not be duplicated under any circumstances. Azul Tel agrees to be responsible for all Access Keys and for the return of all Access Keys in the possession

of Azul Tel's employees, suppliers, agents, or Guest(s) after termination of the employment relationship, the contractual obligation with Azul Tel ends, upon the termination of this Attachment, or upon the termination of occupancy of Collocation Space in a specific "BellSouth Premises".

- 5.9.1 BellSouth will permit one (1) accompanied site visit to Azul Tel's designated Collocation Space, after receipt of the BFFO, without charge to Azul Tel. Azul Tel must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to a "BellSouth Premises" at least thirty (30) calendar days prior to the date Azul Tel desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, Azul Tel may submit a request for its one (1) accompanied site visit to its designated Collocation Space at any time subsequent to BellSouth's receipt of the BFFO. In the event Azul Tel 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 Azul Tel to access the Collocation Space accompanied by a security escort, at Azul Tel's expense, which will be assessed pursuant to the Security Escort fees contained in Exhibit B. Azul Tel must request escorted access to its designated Collocation Space at least three (3) business days prior to the date such access is desired.
- 5.10 Lost or Stolen Access Devices. Azul Tel shall immediately notify BellSouth in writing when any of its Access Keys have been lost or stolen. If it becomes necessary for BellSouth to re-key buildings or deactivate an Access card as a result of a lost or stolen Access Device(s) or for failure of Azul Tel's employees, suppliers, agents or Guest(s) to return an Access Device(s), Azul Tel shall pay for the costs of re-keying or deactivating the Access card pursuant to the fees set forth in Exhibit B.
- 5.11 Interference or Impairment. Notwithstanding any other provisions of this Attachment, Azul Tel shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or any other entity or any person's use of its telecommunications services; 2) endangers or damages the equipment, facilities or any other property of BellSouth or any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of Azul Tel violates the provisions of this paragraph, BellSouth shall provide written notice to Azul Tel, which shall direct Azul Tel to cure the violation within forty-eight (48) hours of Azul Tel's receipt of written notice or, at a minimum, to commence curative measures within twenty-four (24) hours and exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to conduct an inspection of the Collocation Space.

- 5.11.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if Azul Tel 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 Azul Tel's equipment and/or facilities. BellSouth will endeavor, but is not required, to provide notice to Azul Tel prior to the taking of such action and BellSouth shall have no liability to Azul Tel 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 Azul Tel fails to take curative action within forty-eight (48) hours of Azul Tel's receipt of written notice, BellSouth will establish before the appropriate Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to Azul Tel or, if subsequently necessary, the Commission must be provided by BellSouth with specific and verifiable information. When BellSouth demonstrates that a certain technology deployed by Azul Tel is significantly degrading the performance of other advanced services or traditional voice band services, Azul Tel shall discontinue deployment of that technology and migrate its customers to other technologies that will not significantly degrade the performance of such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that it is acceptable for deployment under Section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.
- 5.12 Personalty and its Removal. Facilities and equipment placed by Azul Tel 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 Azul Tel at any time. Any damage caused to the Collocation Space by Azul Tel's employees, suppliers, agents or representatives during the installation or removal of such property shall be promptly repaired by Azul Tel at its sole expense. If Azul Tel decides to remove equipment from its Collocation Space and the removal requires no physical work be performed by BellSouth and Azul Tel's physical work includes, but is not limited to, power reduction, cross-connects, or tie pairs, BellSouth will bill Azul Tel an 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 to Azul Tel.

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

5.14 Janitorial Service. Azul Tel shall be responsible for the general upkeep of its Collocation Space. Azul Tel shall arrange directly with a BellSouth Certified Supplier for janitorial services applicable to Caged Collocation Space. BellSouth shall provide a list of such suppliers on a "BellSouth Premises"-specific basis, upon request.

6. Ordering and Preparation of Collocation Space

6.1 If any state or federal regulatory agency imposes procedures or intervals applicable to Azul Tel 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 Azul Tel's or Azul Tel's Guest's(s') initial equipment placement, Azul Tel shall input a Physical Expanded Interconnection Application Document (Initial Application) directly into BellSouth's electronic application (e.App) system for processing. The Initial Application is considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the application are completed with the appropriate type of information. An application fee will apply to each application submitted by Azul Tel and will be billed by BellSouth on the date BellSouth provides Azul Tel with an Application Response.

6.3 Subsequent Application. In the event Azul Tel or Azul Tel's Guest(s) desires to modify its use of the Collocation Space after a BFFO, Azul Tel shall complete an application (Subsequent Application) that contains all of the detailed information associated with the alteration related to the Collocation Space, as defined in Section 5.13 of this Attachment. The Subsequent Application will be considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the Subsequent Application are completed with the appropriate type of information associated with the alteration. BellSouth shall determine what modifications, if any, to the "BellSouth Premises" are required to accommodate the change requested by Azul Tel in the application. Such modifications to the "BellSouth Premises" may include,

but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.

- 6.3.1 Subsequent Application Fee. The application fee paid by Azul Tel shall be dependent upon the level of assessment needed. If the modifications reflected on the Subsequent Application require no labor or capital expenditure by BellSouth, but BellSouth must perform an assessment of the application to evaluate whether or not BellSouth would be required to perform necessary infrastructure or provisioning activities, then an Administrative Only Application Fee shall apply. This Administrative Only Application Fee would be applicable in instances such as those associated with a Transfer of Ownership of the Collocation Space, Removal of Equipment from the Collocation Space, a modification to an application prior to receipt of the BFFO and a V-to-P Conversion (In Place). The fee for a Subsequent Application in which the modifications requested have limited effect (e.g., requires labor expenditure but no capital expenditure by BellSouth and where sufficient cable support structure, HVAC, power and terminations are available) shall be the Subsequent Application Fee, as set forth in Exhibit B. A modification involving a capital expenditure by BellSouth shall require Azul Tel to submit the Subsequent Application with an Initial Application Fee. The appropriate nonrecurring application fee will be billed on the date BellSouth provides Azul Tel with an Application Response.
- 6.4 Space Preferences. If Azul Tel has previously requested and received a Space Availability Report for the "BellSouth Premises", Azul Tel 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 Azul Tel's preference(s), Azul Tel 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 Azul Tel with an Application Response.
- 6.5 Space Availability Notification.
- 6.5.1 Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within the requested "BellSouth Premises". BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide, the items/revisions necessary to cause the application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify Azul Tel 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 Azul Tel or space that is configured differently, no application fee will apply. If Azul Tel decides to accept the available space, Azul Tel must resubmit its application to reflect the actual space available, including the configuration of the space, prior to submitting a BFFO. When Azul Tel resubmits its

application to accept the available space, BellSouth will bill Azul Tel the appropriate application fee.

- 6.5.2 BellSouth will respond to a Florida or Tennessee application within fifteen (15) calendar days as to whether space is available or not available within a “BellSouth Premises”. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide, the items/revisions necessary to cause the application to become Bona Fide. If a lesser amount of space than requested is available, BellSouth will provide an Application Response for the amount of space that is available and bill Azul Tel 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 Azul Tel or space that is configured differently, if Azul Tel decides to accept the available space, Azul Tel must amend its application to reflect the actual space available, including the configuration of the space, prior to submitting a BFFO.
- 6.5.3 Denial of Application. If BellSouth notifies Azul Tel that no space is available (Denial of Application), BellSouth will not assess an application fee to Azul Tel. After notifying Azul Tel that there is no available space in the requested “BellSouth Premises”, BellSouth will allow Azul Tel, upon request, to tour the entire “BellSouth Premises” within ten (10) calendar days of such Denial of Application. In order to schedule this tour within ten (10) calendar days, BellSouth must receive the request for a tour of the “BellSouth Premises” within five (5) calendar days of the Denial of Application.
- 6.6 Filing of Petition for Waiver. Upon Denial of Application, BellSouth will timely file a petition with the appropriate Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth’s affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit Azul Tel to inspect any floor plans or diagrams that BellSouth provides to the Commission.
- 6.7 Waiting List. On a first-come, first-served basis, which is governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting telecommunication carriers that have either received a Denial of Application or, where it is publicly known that the “BellSouth Premises” is out of space, have submitted a Letter of Intent to collocate in that “BellSouth Premises”. BellSouth will notify each telecommunication carrier on the waiting list that can be accommodated by the amount of space that becomes available, according to the position of the telecommunication carrier on said waiting list.
- 6.7.1 In Florida, on a first-come, first-served basis, which is governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting telecommunication carriers that have either received a Denial of

Application or, where it is publicly known that the “BellSouth Premises” is out of space, have submitted a Letter of Intent to collocate in that “BellSouth Premises”. Sixty (60) calendar days prior to space becoming available, if known, BellSouth will notify the Commission and the telecommunication carriers on the waiting list by mail when space becomes available according to the position of each telecommunication carrier on said waiting list. If BellSouth does not know sixty (60) calendar days in advance of when space will become available, BellSouth will notify the Commission and the telecommunication carriers on the waiting list within two (2) business days of the determination that space will become available. A telecommunication carrier that, upon denial of physical Collocation Space, requests virtual Collocation Space shall automatically be placed on the waiting list for physical Collocation Space that may become available in the future.

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

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

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

- 6.9 Application Response.

- 6.9.1 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, when space has been determined to be available for physical (caged or cageless) arrangements, BellSouth will provide an Application Response within twenty (20) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee,

Cable Records Fee, and any other applicable space preparation fees, as described in Section 8.

- 6.9.2 In Florida and Tennessee, within fifteen (15) calendar days of receipt of a Bona Fide Application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide an Application Response including sufficient information to enable Azul Tel 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 Azul Tel submits ten (10) or more applications within ten (10) calendar days, the initial fifteen (15) calendar day response interval will increase by ten (10) calendar days for every additional ten (10) applications or fraction thereof.
- 6.10 Application Modifications.
- 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 Azul Tel, or as necessitated by technical considerations, the application shall be considered a new application and handled as a new application with respect to the response and provisioning intervals. BellSouth will charge Azul Tel the appropriate application fee associated with the level of assessment performed by BellSouth. If the modification requires no labor or capital expenditure by BellSouth, but BellSouth must perform an assessment of the application to evaluate whether or not BellSouth would be required to perform necessary infrastructure or provisioning activities, then an Administrative Only Application Fee shall apply. The fee for an application modification in which the modification requested has limited effect (e.g., requires labor expenditure but no capital expenditure by BellSouth and where sufficient cable support structure, HVAC, power and terminations are available) shall be the Subsequent Application Fee as set forth in Exhibit B. A modification involving a capital expenditure by BellSouth shall require Azul Tel to submit the application with an Initial Application Fee. The appropriate nonrecurring application fee will be billed on the date BellSouth provides Azul Tel with an Application Response.
- 6.11 Bona Fide Firm Order.
- 6.11.1 Azul Tel 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 Azul Tel's Bona Fide Application or Azul Tel's application will expire.
- 6.11.2 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of Azul Tel's BFFO. BellSouth will acknowledge the receipt of Azul Tel's BFFO within seven (7) calendar days of receipt, so that Azul Tel will have positive confirmation

from BellSouth that its BFFO has been received. BellSouth's response to a BFFO will include a Firm Order Confirmation, which contains the firm order date. No revisions can be made to a BFFO.

7. Construction and Provisioning

7.1 Construction and Provisioning Intervals.

- 7.1.1 In Florida and Tennessee, BellSouth will complete construction of physical Collocation Space as soon as possible within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. For virtual Collocation Space, BellSouth will complete construction as soon as possible within a maximum of sixty (60) calendar days from receipt of a BFFO or as agreed to by the Parties. For Augments requested to Collocation Space after the initial space has been completed, BellSouth will complete construction for Collocation Space as soon as possible within a maximum of forty-five (45) calendar days from receipt of a BFFO or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant provisioning interval and BellSouth and Azul Tel cannot agree upon a completion date, within forty-five (45) calendar days of receipt of the BFFO for an initial request, or within thirty (30) calendar days of receipt of the BFFO for an Augment, BellSouth may seek an extension from the Commission.
- 7.1.2 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, BellSouth will complete construction for physical caged Collocation Space under ordinary conditions as soon as possible within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. BellSouth will complete construction for physical cageless Collocation Space under ordinary conditions as soon as possible within a maximum of sixty (60) calendar days from receipt of a BFFO and ninety (90) calendar days from receipt of a BFFO for extraordinary conditions, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes required to BellSouth's support systems (Examples include, but are not limited to: minor modifications to HVAC, cabling and BellSouth's power plant). Extraordinary conditions include, but may not be limited to: major BellSouth equipment rearrangements or additions; power plant additions or upgrades; major mechanical additions or upgrades; major upgrades for ADA compliance; environmental hazards or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from the ordered interval from the appropriate Commission.
- 7.1.3 When Azul Tel adds equipment within initial demand parameters that requires no additional space preparation work on the part of BellSouth, then no additional charges or intervals will be imposed by BellSouth that would cause delay in Azul Tel'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 Azul Tel, when Azul Tel requests an augment that is identified in Sections 7.1.4.1, 7.1.4.2, 7.1.4.3, 7.1.4.4 and 7.1.4.5 (“Augment”) after the Space Ready Date for existing physical Collocation Space. Unless otherwise set forth in Section 7.1.4.10, any such augment application will require a Subsequent Application and will result in the assessment of an Augment Application fee as set forth in Exhibit B.
- 7.1.4.1 Simple Augments will be completed within twenty (20) calendar days after receipt of the BFFO for an:
- Extension of Existing AC Circuit Capacity within Arrangement Where Sufficient Circuit Capacity is Available
 - Fuse Change and/or Increase or Decrease -48V DC Power from Existing ILEC BDFB
- 7.1.4.2 Minor Augments will be completed within forty-five (45) calendar days after receipt of the BFFO for:
- 168 DS1s Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
 - 96 DS3s Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
 - 99 Fiber Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
 - Maximum of 2000 Service Ready DS0 Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
- 7.1.4.3 Intermediate Augments will be completed within sixty (60) calendar days after receipt of the BFFO for:
- 168 DS1s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)
 - 96 DS3s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)
 - 99 Fiber Terminations (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)
 - 2000 DS0s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)
 - Installation of Cable Racking or Other Support Structures as Required to Support Co-Carrier Cross Connects (Adequate Floor or Ceiling Structural Capacity Exists and Support/Protection Structure for Fiber Patch Cord is Excluded)

- 7.1.4.4 Major Augments of physical Collocation Space will be completed within ninety (90) calendar days after BFFO. This category includes all requests for additional physical Collocation Space (caged or cageless).
- 7.1.4.5 Major Augments of virtual Collocation Space will be completed within seventy-five (75) calendar days after BFFO. This category includes all requests for additional virtual Collocation Space.
- 7.1.4.6 If Azul Tel submits an augment application request that includes two augment items from the same category in either Section 7.1.4.1, 7.1.4.2, or 7.1.4.3 above, the provisioning interval associated with the next highest augment category will apply (e.g., if two items from the minor augment category are requested on the same request, then an interval of sixty (60) calendar days from the receipt of the BFFO would apply, which is the interval associated with the intermediate category).
- 7.1.4.7 If Azul Tel submits an augment application request that includes three augment items from the same category in either Section 7.1.4.1, 7.1.4.2, or 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 Azul Tel 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 Azul Tel and BellSouth. If Azul Tel and BellSouth are unable to determine the appropriate category through negotiation, then the appropriate major augment category, identified in Section 7.1.4.4 and Section 7.1.4.5, would apply based on whether the augment request is for Azul Tel's physical or virtual Collocation Space.
- 7.1.4.10 Individual application fees associated with simple, minor and intermediate augment applications are contained in Exhibit B. The appropriate application fee will be assessed to Azul Tel at the time BellSouth provides Azul Tel with the Application Response. Azul Tel 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 Azul Tel will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a BFFO. BellSouth will provide the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide Application and BFFO. The Collocation Space completion interval will be provided to Azul Tel during the joint planning meeting.
- 7.3 Permits. Each Party, its agent(s) or BellSouth Certified Supplier(s) will file for the appropriate permits required for the scope of work to be performed by that Party, its agent(s) or BellSouth Certified Supplier(s) within ten (10) calendar days of the completion of the finalized construction design and specifications.
- 7.4 Acceptance Walkthrough. Azul Tel will schedule and complete an acceptance walkthrough of the Collocation Space with BellSouth within fifteen (15) calendar days after the Space Ready Date. In the event Azul Tel fails to complete an acceptance walkthrough within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by Azul Tel on the Space Ready Date. BellSouth will correct any deviations to Azul Tel's original or jointly amended design and/or specification requirements within seven (7) calendar days after the walkthrough, unless the Parties mutually agree upon a different timeframe.
- 7.5 Circuit Facility Assignments (CFAs). Unless otherwise specified, BellSouth will provide CFAs to Azul Tel prior to the applicable provisioning interval set forth herein (Provisioning Interval) for those "BellSouth Premises" in which Azul Tel has physical Collocation Space with no POT bay or with a grand fathered POT bay provided by BellSouth. BellSouth cannot provide CFAs to Azul Tel prior to the Provisioning Interval for those "BellSouth Premises" in which Azul Tel has physical Collocation Space with a POT bay provided by Azul Tel or virtual Collocation Space, until Azul Tel provides BellSouth with the following information:
- For physical Collocation Space with a Azul Tel-provided POT bay, Azul Tel shall provide BellSouth with a complete layout of the POT panels on an equipment inventory update (EIU) form, showing locations, speeds, etc.
- For virtual Collocation Space, Azul Tel shall provide BellSouth with a complete layout of Azul Tel's equipment on an equipment inventory update (EIU) form, including the locations of the low speed ports and the specific frame terminations to which the equipment will be wired by Azul Tel's BellSouth Certified Supplier.
- 7.5.1 BellSouth cannot begin work on the CFAs until the complete and accurate EIU form is received from Azul Tel. If the EIU form is provided within ten (10) calendar days prior to the ending date of the Provisioning Interval, then the CFAs will be made available by the ending date of the Provisioning Interval. If the EIU form is not received ten (10) calendar days prior to the ending date of the Provisioning Interval,

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

- 7.5.2 BellSouth will bill Azul Tel a nonrecurring charge, as set forth in Exhibit B, each time Azul Tel requests a resend of its CFAs for any reason other than a BellSouth error in the CFAs initially provided to Azul Tel.
- 7.6 Use of BellSouth Certified Supplier. Azul Tel shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. Azul Tel and Azul Tel's BellSouth Certified Supplier must follow and comply with all of BellSouth's Specifications, as outlined in the following BellSouth Technical Requirements: TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, Azul Tel must select different BellSouth Certified Suppliers for those work activities associated with transmission equipment, switching equipment and power equipment. BellSouth shall provide Azul Tel with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing Azul Tel's equipment and associated components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is completed, and notifying BellSouth's equipment engineers and Azul Tel upon successful completion of the installation, etc. The BellSouth Certified Supplier shall bill Azul Tel directly for all work performed for Azul Tel pursuant to this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by Azul Tel's BellSouth Certified Supplier. BellSouth shall make available its supplier certification program to Azul Tel or any supplier proposed by Azul Tel and will not unreasonably withhold certification. All work performed by or for Azul Tel shall conform to generally accepted industry standards.
- 7.7 Alarm and Monitoring. BellSouth shall place environmental alarms in the "BellSouth Premises" for the protection of BellSouth equipment and facilities. Azul Tel shall be responsible for the placement, monitoring and removal of environmental and equipment alarms used to service Azul Tel's Collocation Space. Upon request, BellSouth will provide Azul Tel with an applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by Azul Tel. Both Parties shall use best efforts to notify the other of any verified environmental condition known to that Party.
- 7.8 Virtual to Physical Collocation Relocation. In the event physical Collocation Space was previously denied at a "BellSouth Premises" due to technical reasons or space limitations and physical Collocation Space has subsequently become available, Azul Tel may relocate its existing virtual collocation arrangement(s) to a physical collocation arrangement(s) and pay the appropriate fees associated with physical Collocation Space and the rearrangement or reconfiguration of services currently being terminated in the virtual collocation arrangement. If BellSouth knows when additional space for physical collocation may become available at the "BellSouth Premises" requested by Azul Tel, such information will be provided to Azul Tel in BellSouth's written denial of physical Collocation Space. To the extent that (i) physical Collocation Space becomes available to Azul Tel within one hundred eighty

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

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

operate as a provider of telecommunication services to the public or to build-out, equip and/or occupy Collocation Space in a "BellSouth Premises".

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

8. Rates and Charges

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

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

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 Azul Tel's BFFO.

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

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

8.5 Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the "BellSouth

Premises”, but does not include any power-related costs incurred by BellSouth. When the Collocation Space is enclosed, Azul Tel shall pay floor space charges based upon the number of square feet so enclosed. The minimum size for caged Collocation Space is 100 square feet. Additional caged Collocation Space may be requested in increments of 50 square feet. When the Collocation Space is not enclosed, Azul Tel 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 Azul Tel’s collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, Azul Tel 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 Azul Tel’s Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay (BDFB) upon Azul Tel’s request within the “BellSouth Premises”; however, the determination of whether BellSouth will permit the power configuration requested by Azul Tel will be made at BellSouth’s sole discretion, which shall not be unreasonably withheld. BellSouth will revise Azul Tel’s recurring power charges to reflect a power upgrade upon notification of the completion of the upgrade by Azul Tel’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 Azul Tel certifying the completion of the power reduction work, including the removal of the power cabling by Azul Tel’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 Azul Tel’s BellSouth Certified Supplier. Likewise, when obtaining power from a BellSouth power board, power cables (A&B) must be engineered (sized) and installed by Azul Tel’s BellSouth Certified Supplier. Azul Tel is responsible for contracting with a BellSouth Certified Supplier for the power distribution feeder cable running from a BellSouth BDFB or BellSouth power board to Azul Tel’s equipment. The determination of whether Azul Tel’s requested DC power will be provided from the BellSouth BDFB or BellSouth power board will be made at BellSouth’s sole, but reasonable, discretion. The BellSouth Certified Supplier contracted by Azul Tel must provide BellSouth with a copy of the engineering power specifications prior to the day on which Azul Tel’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 Azul Tel’s Collocation Space. Azul Tel shall contract with a BellSouth Certified Supplier who will be responsible for the following power provisioning activities: installing, removing or replacing dedicated power cable support structure within Azul Tel’s arrangement, power cable feeds, and terminations of cable. A BellSouth Certified Supplier must perform all terminations at a BellSouth power board. Azul Tel 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 Azul Tel elects to install its own DC Power Plant, BellSouth shall provide Alternating Current (AC) power to feed Azul Tel'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 Azul Tel's BellSouth Certified Supplier, except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. Azul Tel'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 Azul Tel's option, Azul Tel may arrange for AC power in an adjacent collocation arrangement from a retail provider of electrical power.
- 8.6.3 In Tennessee, monthly recurring charges for -48V DC power consumption will be assessed per ampere per month based upon the engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable racks to Azul Tel's equipment or space enclosure. Azul Tel shall contract with a BellSouth Certified Supplier to perform the installation and removal of dedicated power cable support structure within Azul Tel's arrangement and terminations of cable within the Collocation Space.
- 8.6.3.1 In Tennessee, nonrecurring charges for -48V DC power distribution will be based on the costs associated with collocation power plant investment and the associated infrastructure.
- 8.6.4 In Alabama and Louisiana, Azul Tel has the option to purchase power directly from an electric utility company. Under such an option, Azul Tel 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 Azul Tel. Azul Tel's BellSouth Certified Supplier must comply with all applicable safety codes, including the National Electric Safety Codes, in the installation of this power arrangement. If Azul Tel previously had power supplied by BellSouth, Azul Tel may request to change its Collocation Space to obtain power from an electric utility company by submitting a Subsequent Application. BellSouth will waive the application fee for this Subsequent Application if no other changes are requested therein. Any floor space, cable racking, etc. utilized by Azul Tel in provisioning said power will be billed on an ICB basis.
- 8.6.5 In South Carolina, Azul Tel has the option to purchase power directly from an electric utility company where technically feasible and where space is available in a requested "BellSouth Premises". Under such option, Azul Tel 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 Azul Tel. Azul Tel's BellSouth Certified Supplier must comply with all applicable national, regional, state and local safety, electrical, fire and building codes, including the National Electric Safety Code standards, in the installation of this power arrangement, just as BellSouth is required to comply with these codes. Azul Tel must submit an application to BellSouth for the appropriate amount of Collocation Space that Azul Tel 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 Azul Tel's power equipment and facilities. This type of power arrangement must be located in an appropriate area in the central office that has been properly conditioned for the installation of power equipment and conforms to the applicable national, regional, state and local safety, electrical, fire and building codes. BellSouth shall waive the application fee or any other nonrecurring charges that would otherwise be due from a CLEC that decides to reconfigure an existing collocation power arrangement to purchase power directly from an electric utility company as provided herein. Azul Tel shall be responsible for the recurring charges associated with the central office space needed for this type of power arrangement, including space required to place associated power-related equipment and facilities (i.e., batteries, generator, power meter, etc.). If there is no space available for this type of power arrangement in the requested central office, BellSouth may seek a waiver of these requirements from the Commission for the central office requested. Azul Tel would still retain the option of ordering its power needs directly from BellSouth.

- 8.6.6 If Azul Tel desire to reduce the amount of power that it has requested from BellSouth, Azul Tel must submit a Subsequent Application for this power reduction. If no other modifications to the Collocation Space are requested other than the reduction in power, the Power Reduction Only, Application fee, as set forth in Exhibit B, will apply. If other modifications are requested in addition to the reduction of power, the Subsequent Application Fee will apply. BellSouth will bill the appropriate nonrecurring application fee on the date BellSouth provides an Application Response to Azul Tel.
- 8.6.7 In Alabama and Louisiana, if Azul Tel 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, Azul Tel must submit a Subsequent Application to BellSouth. A response to such application will be provided by BellSouth within seven (7) calendar days and no application fee will apply for the initial power reduction at each "BellSouth Premises" in which Azul Tel is currently collocated.
- 8.7 Security Escort. A security escort will be required whenever Azul Tel or its approved agent desires access to the entrance manhole or must have access to a "BellSouth Premises" after the one (1) accompanied site visit allowed pursuant to Section 5.9

prior to completing BellSouth's Security Training requirements. The rates for security escort service are assessed, beginning with the scheduled escort time, pursuant to the fee schedule in Exhibit B. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and Azul Tel shall pay for such half-hour charges in the event Azul Tel fails to show up.

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

9.2.4 Azul Tel 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 Azul Tel 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 Azul Tel shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Premises and shall remain in effect for the term of this Attachment or until all Azul Tel's property has been removed from BellSouth's Premises, whichever period is longer. If Azul Tel fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Azul Tel.
- 9.5 Azul Tel 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. Azul Tel shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from Azul Tel's insurance company. Azul Tel 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 Azul Tel 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 Azul Tel's net worth exceeds five hundred million dollars (\$500,000,000), Azul Tel 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. Azul Tel 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 Azul Tel in the event that self-insurance status is not granted to Azul Tel. If BellSouth approves Azul Tel for self-insurance, Azul Tel shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of Azul Tel's corporate officers. The ability to self-insure shall continue so long as the Azul Tel meets all of the requirements of this Section. If Azul Tel subsequently no longer satisfies this Section, Azul Tel 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 Azul Tel 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 Azul Tel), 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 Azul Tel's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between Azul Tel's equipment and equipment of BellSouth. BellSouth may conduct an inspection if Azul Tel adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide Azul Tel 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, Azul Tel will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Azul Tel employee hired in the past five years being considered for work on the "BellSouth Premises", for the states/counties where the Azul Tel 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. Azul Tel shall not be required to perform this investigation if an affiliated company of Azul Tel has performed an investigation of the Azul Tel employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if Azul Tel has performed a pre-employment statewide investigation of criminal history records of the Azul Tel

employee for the states/counties where the Azul Tel 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 Azul Tel will be required to administer to its personnel assigned to the “BellSouth Premises” security training either provided by BellSouth, or meeting criteria defined by BellSouth.
- 12.3 Azul Tel shall provide its employees and agents with picture identification, which must be worn and visible at all times while in the Collocation Space or other areas in or around the “BellSouth Premises”. The photo identification card shall bear, at a minimum, the employee’s name and photo and Azul Tel’s name. BellSouth reserves the right to remove from a “BellSouth Premises” any employee of Azul Tel not possessing identification issued by Azul Tel or who has violated any of BellSouth’s policies as outlined in the CLEC Security Training documents. Azul Tel shall not hold BellSouth harmless for any damages resulting from such removal of its personnel from a “BellSouth Premises”. Azul Tel shall be solely responsible for ensuring that any Guest(s) of Azul Tel is in compliance with all subsections of this Section.
- 12.4 Azul Tel shall not assign to the “BellSouth Premises” any personnel with records of felony criminal convictions. Azul Tel shall not assign to the “BellSouth Premises” any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any Azul Tel personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that Azul Tel chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, Azul Tel may, in the alternative, certify to BellSouth that it shall not assign to the “BellSouth Premises” any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 12.4.1 Azul Tel shall not knowingly assign to the “BellSouth Premises” any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.4.2 Azul Tel shall not knowingly assign to the “BellSouth Premises” any individual who was a former supplier of BellSouth and whose access to a “BellSouth Premises” was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each Azul Tel employee or agent hired by Azul Tel within five years of being considered for work on the “BellSouth Premises”, who requires access to a “BellSouth Premises” pursuant to this Attachment, Azul Tel 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, Azul Tel will disclose the nature of the convictions to BellSouth at that time. In the alternative, Azul Tel may certify to BellSouth that it shall not assign to the "BellSouth Premises" any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.

- 12.5.1 For all other Azul Tel employees requiring access to a "BellSouth Premises" pursuant to this Attachment, Azul Tel 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, Azul Tel shall promptly remove from the "BellSouth Premises" any employee of Azul Tel BellSouth does not wish to grant access to a "BellSouth Premises" 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of Azul Tel 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 Azul Tel'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 Azul Tel's Security representative of such interview. Azul Tel and its suppliers shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Azul Tel's employees, agents, or suppliers. Additionally, BellSouth reserves the right to bill Azul Tel for all reasonable costs associated with investigations involving its employees, agents, or suppliers if it is established and mutually agreed in good faith that Azul Tel's employees, agents, or suppliers are responsible for the alleged act. BellSouth shall bill Azul Tel for BellSouth property, which is stolen or damaged where an investigation determines the culpability of Azul Tel's employees, agents, or suppliers and where Azul Tel agrees, in good faith, with the results of such investigation. Azul Tel shall notify BellSouth in writing immediately in the event that Azul Tel discovers one of its employees already working on the "BellSouth Premises" is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth's Premises, any employee found to have violated the security and safety requirements of this Section. Azul Tel shall not hold BellSouth harmless for any damages resulting from such removal of its personnel from a "BellSouth Premises".
- 12.8 Use of Supplies. Unauthorized use of equipment, supplies or other property by either Party, whether or not used routinely to provide telephone service will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on BellSouth's

Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.

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

13. Destruction of Collocation Space

- 13.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for Azul Tel'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 Azul Tel'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 Azul Tel, 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. Azul Tel 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 Azul Tel's acceleration of the project increases the cost of the project, then those additional charges will be incurred by Azul Tel. Where allowed and where practical, Azul Tel may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, Azul Tel shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for Azul Tel's permitted use, until such Collocation Space is fully repaired and restored and Azul Tel's equipment installed therein (but in no event later than thirty (30) calendar days after the Collocation Space is fully repaired and restored). Where Azul Tel has placed an Adjacent Arrangement pursuant to Section 3.4, Azul Tel 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 Azul Tel 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 Azul Tel 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 Azul Tel 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 Azul Tel 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. Azul Tel should contact 1-800-743-6737 for any BellSouth MSDS required.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for Azul Tel to follow when working at a "BellSouth Premises" (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and suppliers of BellSouth for environmental protection. Azul Tel will require its suppliers, agents and others accessing the "BellSouth Premises" to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by Azul Tel when operating in the "BellSouth Premises".
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the Azul Tel space with proper notification. BellSouth reserves the right to stop any Azul Tel work operation that imposes Imminent Danger to the environment, employees or other persons in the area on BellSouth's Premises.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the "BellSouth Premises" by Azul Tel are owned by Azul Tel. Azul Tel 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 Azul Tel or different hazardous materials used by Azul Tel at a "BellSouth Premises". Azul Tel must demonstrate adequate emergency response capabilities for its materials used or remaining at the "BellSouth Premises".

- 1.6 Spills and Releases. When contamination is discovered at a “BellSouth Premises”, either Party discovering the condition must notify the other Party. All Spills or Releases of regulated materials will immediately be reported by Azul Tel to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and Azul Tel 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 Azul Tel will develop a cost sharing procedure. If BellSouth’s permit or EPA identification number must be used, Azul Tel 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 Azul Tel shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages (including direct and indirect damages and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, suppliers, or employees concerning its operations at the “BellSouth Premises”.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

- 2.1 When performing functions that fall under the following Environmental categories on BellSouth’s Premises, Azul Tel 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. Azul Tel further agrees to cooperate with BellSouth to ensure that Azul Tel’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 Azul Tel, its employees, agents and/or suppliers.
- 2.2 The most current version of the reference documentation must be requested from Azul Tel’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	Compliance with all applicable local, state, & federal laws and	Std T&C 450 Fact Sheet Series 17000

Version 3Q03: 11/12/2003

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

	Waste Asbestos notification and protection of employees and equipment	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.

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

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

4. ACRONYMS

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

BST – BellSouth Telecommunications

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

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

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

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

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std T&C - Standard Terms & Conditions

Attachment 4
Remote Site Physical Collocation

BELLSOUTH
REMOTE SITE PHYSICAL COLLOCATION

1. **Scope of Attachment**
 - 1.1 Scope of Attachment. The rates, terms, and conditions contained within this Attachment shall only apply when Azul Tel is occupying the collocation space as a sole occupant or as a Host within a Remote Site Location (“Remote Collocation Space”) pursuant to this Attachment.
 - 1.2 Right to occupy. BellSouth shall offer to Azul Tel Remote Collocation Space on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission (“FCC”). Subject to the rates, terms, and conditions of this Attachment, where space is available and collocation is technically feasible, BellSouth will allow Azul Tel to occupy that certain area designated by BellSouth within a BellSouth Remote Site Location, or on BellSouth property upon which the BellSouth Remote Site Location is located, of a size, which is specified by Azul Tel and agreed to by BellSouth. BellSouth Remote Site Locations include cabinets, huts, and controlled environmental vaults owned or leased by BellSouth that house BellSouth Network Facilities. To the extent this Attachment does not include all the necessary rates, terms and conditions for BellSouth Remote Site Locations other than cabinets, huts and controlled environmental vaults, the Parties will negotiate said rates, terms, and conditions upon request for collocation at BellSouth Remote Site Locations other than those specified above.
 - 1.3 Space Reservation.
 - 1.3.1 In all states other than Florida, the number of racks/bays specified by Azul Tel may contemplate a request for space sufficient to accommodate Azul Tel’s growth within a two-year period.
 - 1.3.2 In the state of Florida, the number of racks/bays specified by Azul Tel may contemplate a request for space sufficient to accommodate Azul Tel’s growth within an eighteen (18) month period.
 - 1.3.3 Neither BellSouth nor any of BellSouth’s affiliates may reserve space for future use on more preferential terms than those set forth above.
 - 1.4 Third Party Property. If the Premises, or the property on which it is located, is leased by BellSouth from a Third Party or otherwise controlled by a Third Party, special

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

- 1.5 Space Reclamation. In the event of space exhaust within a Remote Site Location, BellSouth may include in its documentation for the Petition for Waiver filing any unutilized space in the Remote Site Location. Azul Tel will be responsible for any justification of unutilized space within its Remote Collocation Space, if the Commission requires such justification.
- 1.6 Use of Space. Azul Tel shall use the Remote Collocation Space for the purposes of installing, maintaining and operating Azul Tel's equipment (to include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities or for accessing BellSouth unbundled network elements (UNEs) for the provision of telecommunications services, as specifically set forth in this Agreement. The Remote Collocation Space may be used for no other purposes except as specifically described herein or in any amendment hereto.
- 1.7 Rates and charges. Azul Tel agrees to pay the rates and charges identified in Exhibit B attached hereto.
- 1.8 If any due date contained in this Attachment falls on a weekend or National holiday, then the due date will be the next business day thereafter. For intervals of ten (10) calendar days or less National holidays will be excluded.
- 1.9 The Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.
2. **Space Availability Report**
- 2.1 Space Availability Report. Upon request from Azul Tel, BellSouth will provide a written report ("Space Availability Report"), describing in detail the space that is available for collocation and specifying the amount of Remote Collocation Space available at the Remote Site Location requested, the number of collocators present at the Remote Site Location, any modifications in the use of the space since the last

report on the Remote Site Location requested and the measures BellSouth is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the Remote Site Location.

- 2.1.1 The request from Azul Tel for a Space Availability Report must be written and must include the Common Language Location Identification (“CLLI”) code for both the Remote Site Location and the serving wire center. The CLLI code information for the serving wire center is located in the National Exchange Carrier Association (NECA) Tariff FCC No. 4. If Azul Tel is unable to obtain the CLLI code for the Remote Site Location from, for example, a site visit to the remote site, Azul Tel may request the CLLI code from BellSouth. To obtain a CLLI code for a Remote Site Location directly from BellSouth, Azul Tel should submit to BellSouth a Remote Site Interconnection Request for the serving wire center CLLI code prior to submitting its request for a Space Availability Report. Azul Tel should complete all the requested information and submit the Request to BellSouth. BellSouth will bill the applicable fee upon receipt of the request.
- 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Remote Site Location within ten (10) calendar days of receipt of such request. BellSouth will make best efforts to respond in ten (10) calendar days to such a request when the request includes from two (2) to five (5) Remote Site Locations within the same state. The response time for requests of more than five (5) Remote Site Locations shall be negotiated between the Parties. If BellSouth cannot meet the ten (10) calendar day response time, BellSouth shall notify Azul Tel and inform Azul Tel of the time frame under which it can respond.
- 2.2 Remote Terminal information. Upon request, BellSouth will provide Azul Tel with the following information concerning BellSouth’s remote terminals: (i) the address of the remote terminal; (ii) the CLLI code of the remote terminal; (iii) the carrier serving area of the remote terminal; (iv) the designation of which remote terminals subtend a particular central office; and (v) the number and address of customers that are served by a particular remote terminal.
 - 2.2.1 BellSouth will provide this information on a first come, first served basis within thirty (30) calendar days of a Azul Tel request subject to the following conditions: (i) the information will only be provided on a CD in the same format in which it appears in BellSouth’s systems; (ii) the information will only be provided for each serving wire center designated by Azul Tel, up to a maximum of thirty (30) wire centers per Azul Tel request per month per state, and up to for a maximum of one hundred twenty (120) wire centers total per month per state for all CLECs; and (iii) Azul Tel agrees to pay the costs incurred by BellSouth in providing the information.
3. Collocation Options
 - 3.1 Cageless. BellSouth shall allow Azul Tel to collocate Azul Tel’s equipment and facilities without requiring the construction of a cage or similar structure. BellSouth

shall allow Azul Tel to have direct access to Azul Tel's equipment and facilities in accordance with Section 5.8. BellSouth shall make cageless collocation available in single rack/bay increments. Except where Azul Tel's equipment requires special technical considerations (e.g., special cable racking or isolated ground plane), BellSouth shall assign cageless Remote Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, Azul Tel must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment pursuant to Section 7.6 following.

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

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

that does not meet these plans and specifications or, where applicable, BellSouth's Specifications.

- 3.3 Shared Collocation. Azul Tel may allow other telecommunications carriers to share Azul Tel's Remote Collocation Space pursuant to terms and conditions agreed to by Azul Tel ("Host") and other telecommunications carriers ("Guests") and pursuant to this Section, except where the BellSouth Remote Site Location is located within a leased space and BellSouth is prohibited by said lease from offering such an option or is located on property for which BellSouth holds an easement and such easement does not permit such an option. Azul Tel shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by Azul Tel that said agreement imposes upon the Guest(s) the same terms and conditions for Remote Collocation Space as set forth in this Attachment between BellSouth and Azul Tel.
- 3.3.1 Azul Tel, as the Host, shall be the sole interface and responsible Party to BellSouth for assessment of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. BellSouth shall provide Azul Tel with a proration of the costs of the Remote Collocation Space based on the number of collocators and the space used by each with a minimum charge of one (1) bay/rack per Host/Guest. In those instances where the Host permits a Guest to use a shelf within the Host's bay, BellSouth will not prorate the cost of the bay. In all states other than Florida, and in addition to the foregoing, Azul Tel shall be the responsible party to BellSouth for the purpose of submitting applications for bay/rack placement for the Guest. In Florida the Guest may directly submit bay/rack placement applications using the Host's access carrier name abbreviation (ACNA). A separate Guest application shall require the assessment of an Application Fee, as set forth in Exhibit B, which will be charged to the Host. BellSouth shall bill this nonrecurring fee on the date that BellSouth provides it written response ("Application Response").
- 3.3.2 Notwithstanding the foregoing, the Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and the Guest and for the provision of the services and access to unbundled network elements. The bill for these interconnecting facilities, services and access to UNEs will be charged to the Guest pursuant to the applicable tariff or the Guest's Interconnection Agreement with BellSouth.
- 3.3.3 Azul Tel 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 Azul Tel's Guest(s) in the Remote Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.

- 3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit adjacent Remote Site collocation arrangements ("Remote Site Adjacent Arrangement") on the property on which the Remote Site is located when space within the Remote Site Location is legitimately exhausted, where the Remote Site Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Remote Site Location property. The Remote Site Adjacent Arrangement shall be constructed or procured by Azul Tel and in conformance with BellSouth's design and construction Specifications. Further, Azul Tel shall construct, procure, maintain and operate said Remote Site Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be negotiated at the time of the application for the Remote Site Adjacent Arrangement.
- 3.4.1 Should Azul Tel elect Adjacent Collocation, Azul Tel must arrange with a BellSouth Certified Supplier to construct a Remote Site Adjacent Arrangement structure in accordance with BellSouth's Specifications. Where local building codes require enclosure specifications more stringent than BellSouth's Specifications, Azul Tel and Azul Tel's BellSouth Certified Supplier must comply with local building code requirements. Azul Tel's BellSouth Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. Azul Tel's BellSouth Certified Supplier shall bill Azul Tel directly for all work performed for Azul Tel pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by Azul Tel's BellSouth Certified Supplier. Azul Tel must provide the local BellSouth Remote Site Location contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access Azul Tel's locked enclosure prior to notifying Azul Tel at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to the locked enclosure is required.
- 3.4.2 Azul Tel must submit its plans and specifications to BellSouth with its Firm Order. BellSouth shall review Azul Tel's plans and specifications prior to construction of a Remote Site Adjacent Arrangement(s) to ensure compliance with BellSouth's Specifications. BellSouth shall complete its review within fifteen (15) calendar days after receipt of plans and specifications. BellSouth may inspect the Remote Site Adjacent Arrangement(s) during and after construction to confirm it is constructed according to the submitted plans and specifications. BellSouth shall require Azul Tel to remove or correct within seven (7) calendar days at Azul Tel's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth's Specifications.
- 3.4.3 Azul Tel shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of demarcation. At Azul Tel's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other

physical collocation arrangement. In Alabama and Louisiana, BellSouth will provide DC power to Adjacent Collocation sites where technically feasible, as that term has been defined by the FCC, and subject to individual case basis pricing. Azul Tel's BellSouth Certified Supplier shall be responsible, at Azul Tel's expense, for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement. BellSouth shall allow Shared Collocation within a Remote Site Adjacent Arrangement pursuant to the terms and conditions set forth herein.

- 3.5 Co-carrier cross-connect (CCXC). The primary purpose of collocation is for a collocated telecommunications carrier to interconnect with BellSouth's network or to access BellSouth's unbundled network elements for the provision of telecommunications services within a BellSouth Premises. BellSouth will permit Azul Tel to interconnect between its virtual or physical collocation arrangements and those of another collocated telecommunications carrier within the same Remote Site Location. Both Azul Tel's agreement and the other collocated telecommunications carrier's agreement must contain rates, terms and conditions for CCXC language. At no point in time shall Azul Tel use the Remote Collocation Space for the sole or primary purpose of cross connecting to other collocated telecommunications carriers.
- 3.5.1 Azul Tel must use a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned through facilities owned by Azul Tel. Such connections to other collocated telecommunications carriers may be made using either optical or electrical facilities. In cases where Azul Tel's equipment and the equipment of the other collocated telecommunications carrier are located in contiguous caged Collocation Spaces, Azul Tel will have the option of using Azul Tel's own technicians to deploy co-carrier cross connects using either electrical or optical facilities between the sets of equipment and construct its own dedicated cable support structure. Azul Tel shall deploy such optical or electrical connections directly between its own facilities and the facilities of other collocated telecommunications carriers without being routed through BellSouth equipment. Azul Tel 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). Azul Tel is responsible for ensuring the integrity of the signal.
- 3.5.2 Azul Tel shall be responsible for providing a letter of authorization ("LOA") to BellSouth from the other collocated telecommunications carrier prior to installing the CCXC. Azul Tel-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, Azul Tel will have the option of using Azul Tel's own technicians to construct its own dedicated support structure.
- 3.5.3 To order CCXCs, Azul Tel must submit an Application. If no modification to the Remote Collocation Space is requested other than the placement of CCXCs, the Subsequent Application Fee for CCXCs, as defined in Exhibit B, will apply. If

modifications in addition to the placement of CCXCs are requested, the Application Fee will apply. This nonrecurring fee will be billed by BellSouth on the date that BellSouth provides an Application Response.

4. **Occupancy**

4.1 **Occupancy.** BellSouth will notify Azul Tel in writing that the Remote Collocation Space is ready for occupancy ("Space Ready Date"). Azul Tel will schedule and complete an acceptance walkthrough of each Remote Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notifying Azul Tel that Remote Collocation Space is ready for occupancy ("Space Ready Date"). BellSouth will correct any deviations to Azul Tel's original or jointly amended requirements within seven (7) calendar days after the walkthrough, unless the Parties jointly agree upon a different time frame, and BellSouth shall establish a new Space Ready Date. Another acceptance walkthrough will then be scheduled and conducted within fifteen (15) calendar days of the new Space Ready Date. This follow-up acceptance walkthrough will be limited to those items identified in the initial walkthrough. If Azul Tel has met the fifteen (15) calendar day interval(s), billing will begin upon the date of Azul Tel's acceptance of the Collocation Space ("Space Acceptance Date"). In the event that Azul Tel fails to complete an acceptance walkthrough within this fifteen (15) calendar day interval, the Remote Collocation Space shall be deemed accepted by Azul Tel on the Space Ready Date and billing will commence from that date. If Azul Tel decides to occupy the space prior to the Space Ready Date, the date Azul Tel occupies the space becomes the new Space Acceptance Date and billing begins from that date. Azul Tel must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for cross connects until receipt of such notice. For purposes of this paragraph, Azul Tel's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

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

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

5. Use of Remote Collocation Space

5.1 Equipment Type. BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth’s network or for access to BellSouth’s 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 Remote Collocation Space must be for interconnection to BellSouth's network or for 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 BellSouth's Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to permit collocation of any equipment on a nondiscriminatory basis.

- 5.1.2 Such equipment must, at a minimum, meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 3 requirements as outlined in the Telcordia Special Report SR-3580, Issue 1. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on Azul Tel's failure to comply with this Section.
- 5.1.2.1 All Azul Tel equipment installation shall comply with BellSouth TR 73503-11h, "Grounding - Engineering Procedures". Metallic cable sheaths and metallic strength members of optical fiber cables as well as the metallic cable sheaths of all copper conductor cables shall be bonded to the designated grounding bus for the Remote Site Location. All copper conductor pairs, working and non-working, shall be equipped with a solid-state protector unit (over-voltage protection only), which has been listed by a nationally recognized testing laboratory.
- 5.1.3 Azul Tel shall identify to BellSouth whenever Azul Tel submits a Method of Procedure ("MOP") adding equipment to Azul Tel's Remote Collocation Space all UCC-1 lien holders or other entities that have a financial interest, secured or otherwise, in the equipment in Azul Tel's Remote Collocation Space. Azul Tel shall submit a copy of the list of any lien holders or other entities that have a financial interest to Azul Tel's ATCC Representative.
- 5.2 Azul Tel shall not use the Remote Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Remote Collocation Space or on the grounds of the Remote Site Location.
- 5.3 Azul Tel shall place a plaque or other identification affixed to Azul Tel's equipment to identify Azul Tel's equipment, including a list of emergency contacts with telephone numbers.
- 5.4 Entrance Facilities. Azul Tel may elect to place Azul Tel-owned or Azul Tel-leased fiber entrance facilities into the Remote Collocation Space. BellSouth will designate the point of interconnection at the Remote Site Location housing the Remote Collocation Space, which is physically accessible by both Parties. Azul Tel will provide and place copper cable through conduit from the Remote Collocation Space to the Feeder Distribution Interface to the splice location of sufficient length for splicing by BellSouth. Azul Tel must contact BellSouth for instructions prior to placing the entrance facility cable. Azul Tel is responsible for maintenance of the entrance facilities.

- 5.4.1 Shared Use. Azul Tel may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to Azul Tel's collocation arrangement within the same BellSouth Remote Site Location. BellSouth shall allow splicing to the entrance facility, provided that the fiber is non-working fiber. Azul Tel must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from the other telecommunications carrier for BellSouth to splice the Azul Tel provided riser cable to the spare capacity on the entrance facility. If Azul Tel desires to allow another telecommunications carrier to use its entrance facilities, then that telecommunications carrier must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from Azul Tel for BellSouth to splice that telecommunications carrier's provided riser cable to the spare capacity on Azul Tel's entrance facility.
- 5.5 Demarcation Point. BellSouth will designate the point(s) of demarcation between Azul Tel's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. Azul Tel or its agent must perform all required maintenance to Azul Tel equipment/facilities on its side of the demarcation point, pursuant to Section 5.6, following.
- 5.6 Azul Tel's Equipment and Facilities. Azul Tel, or if required by this Attachment, Azul Tel'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 Azul Tel 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. Azul Tel and its selected BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.
- 5.7 BellSouth's Access to Remote Collocation Space. From time to time BellSouth may require access to the Remote Collocation Space. BellSouth retains the right to access the Remote Collocation Space for the purpose of making BellSouth equipment and Remote Site Location modifications. Except in case of emergency, BellSouth will give notice to Azul Tel at least forty-eight (48) hours before access to the Remote Collocation Space is required. Azul Tel may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that Azul Tel will not bear any of the expense associated with this work.
- 5.8 Access. Pursuant to Section 12, Azul Tel shall have access to the Remote Collocation Space twenty-four (24) hours a day, seven (7) days a week. Azul Tel agrees to provide the name and social security number or date of birth or driver's license number of each employee, supplier, or agents of Azul Tel or Azul Tel's Guests to be provided with access keys or cards ("Access Keys") prior to the issuance of said Access Keys

using form RF-2906-C "CLEC and CLEC Certified Supplier Access Request and Acknowledgement". Key acknowledgement forms, "Collocation Acknowledgement Sheet" for access cards and "Key Acknowledgement Form" for keys, must be signed by Azul Tel and returned to BellSouth Access Management within fifteen (15) calendar days of Azul Tel's receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgements are current. Access Keys shall not be duplicated under any circumstances. Azul Tel agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of Azul Tel's employees, suppliers, Guests, or agents after termination of the employment relationship, contractual obligation with Azul Tel or upon the termination of this Attachment or the termination of occupancy of an individual Remote Collocation Space arrangement.

- 5.8.1 BellSouth will permit one accompanied site visit to Azul Tel's designated collocation arrangement location after receipt of the BFFO without charge to Azul Tel. Azul Tel must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Remote Site Location a minimum of thirty (30) calendar days prior to the date Azul Tel desires access to the Remote Collocation Space. In order to permit reasonable access during construction of the Remote Collocation Space, Azul Tel may submit such a request at any time subsequent to BellSouth's receipt of the BFFO. In the event Azul Tel desires access to the Remote Collocation Space after submitting such a request but prior to access being approved, in addition to the first accompanied free visit, BellSouth shall permit Azul Tel to access the Remote Collocation Space accompanied by a security escort at Azul Tel's expense. Azul Tel must request escorted access at least three (3) business days prior to the date such access is desired.
- 5.9 Lost or Stolen Access Keys. Azul Tel shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key Remote Site Locations or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), Azul Tel shall pay for all reasonable costs associated with the re-keying or deactivating the card.
- 5.10 Interference or Impairment. Notwithstanding any other provisions of this Attachment, Azul Tel shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment and facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of Azul Tel violates the provisions of this paragraph, BellSouth shall give written notice to Azul Tel, which notice shall direct Azul Tel to cure the violation within forty-eight (48) hours of Azul Tel's actual receipt of written notice or, at a

minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.

- 5.10.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if Azul Tel fails to take curative action within forty-eight (48) hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or any other entity's service, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to Azul Tel's equipment. BellSouth will endeavor, but is not required, to provide notice to Azul Tel prior to taking such action and shall have no liability to Azul Tel for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.10.2 For purposes of this section, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and Azul Tel 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 Azul Tel or, if subsequently necessary, the Commission must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, Azul Tel shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under Section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.
- 5.11 Personalty and its Removal. Facilities and equipment placed by Azul Tel in the Remote Collocation Space shall not become a part of the Remote Site Location, even if nailed, screwed or otherwise fastened to the Remote Collocation Space but shall retain their status as personalty and may be removed by Azul Tel at any time. Any damage caused to the Remote Collocation Space by Azul Tel's employees, agents or representatives shall be promptly repaired by Azul Tel at its expense.
- 5.11.1 If Azul Tel decides to remove equipment from its Remote Collocation Space and the removal requires no physical changes, BellSouth will bill Azul Tel an Administrative

Only Application Fee as set forth in Exhibit B for these changes. This nonrecurring fee will be billed on the date that BellSouth provides an Application Response.

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

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

6. Ordering and Preparation of Remote Collocation Space

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

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

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

be available. If the amount of space requested is not available, BellSouth will notify Azul Tel of the amount that is available.

6.4 Space Availability Notification.

6.4.1 Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a BellSouth Remote Site Location. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide the items necessary to cause the application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify Azul Tel of the amount of space that is available and no Application Fee shall apply. When BellSouth's response includes an amount of space less than that requested by Azul Tel or differently configured no application fee shall apply. If Azul Tel decides to accept the available space, Azul Tel must resubmit its application to reflect the actual space available prior to submitting a BFFO and an application fee will be billed.

6.4.2 BellSouth will respond to a Florida application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Remote Site Location. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide the items necessary to cause the application to become Bona Fide. If a lesser amount of space than requested is available, BellSouth will provide an Application Response for the amount of space that is available and an Application Fee will be billed by BellSouth on the date that BellSouth provides an Application Response. When BellSouth's Application Response includes an amount of space less than that requested by Azul Tel or differently configured, if Azul Tel decides to accept the available space, Azul Tel must amend its application to reflect the actual space available prior to submitting a BFFO.

6.4.3 BellSouth will respond to a Louisiana application within ten (10) calendar days for space availability for one (1) to ten (10) applications; fifteen (15) calendar days for eleven (11) to twenty (20) applications; and for more than twenty (20) applications, the response interval is increased by five (5) calendar days for every five additional applications received within five (5) business days. If the amount of space requested is not available, BellSouth will notify Azul Tel 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 Azul Tel or differently configured no application fee shall apply. If Azul Tel decides to accept the available space, Azul Tel must resubmit its application to reflect the actual space available prior to submitting a BFFO and an application fee will be billed. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide the items necessary to cause the application to become Bona Fide.

6.5 Denial of Application. If BellSouth notifies Azul Tel that no space is available ("Denial of Application"), BellSouth will not assess an Application Fee. After notifying Azul Tel that BellSouth has no available space in the requested Remote Site

Location, BellSouth will allow Azul Tel, upon request, to tour the Remote Site Location within ten (10) calendar days of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Remote Site Location must be received by BellSouth within five (5) calendar days of the Denial of Application.

- 6.6 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit Azul Tel to inspect any plans or diagrams that BellSouth provides to the Commission.
- 6.7 Waiting List. On a first-come, first-served basis governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Remote Site Location is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available according to the position of the telecommunications carriers on said waiting list.
- 6.7.1 In Florida, on a first-come, first-served basis governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Remote Site Location is out of space, have submitted a Letter of Intent to collocate. Sixty (60) calendar days prior to space becoming available, if known, BellSouth will notify the Florida PSC and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of the telecommunications carrier on said waiting list. If not known sixty (60) calendar days in advance, BellSouth shall notify the Florida PSC and the telecommunications carriers on the waiting list within two business days of the determination that space is available. A telecommunications carrier that, upon denial of physical collocation, requests virtual collocation shall be automatically placed on the waiting list.
- 6.7.2 When space becomes available, Azul Tel must submit an updated, complete, and correct application to BellSouth within thirty (30) calendar days of such notification. If Azul Tel has originally requested caged Remote Collocation Space and cageless Remote Collocation Space becomes available, Azul Tel may refuse such space and notify BellSouth in writing within that time that Azul Tel wants to maintain its place on the waiting list without accepting such space. Azul Tel may accept an amount of space less than its original request by submitting an application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If Azul Tel does not submit such an application or notify

BellSouth in writing as described above, BellSouth will offer such space to the next telecommunications carrier on the waiting list and remove Azul Tel from the waiting list. Upon request, BellSouth will advise Azul Tel as to its position on the list.

- 6.8 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Remote Site Locations that are without available space. BellSouth shall update such document within ten (10) calendar days of the date that BellSouth becomes aware that there is insufficient space to accommodate collocation at the Remote Site Location. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Remote Site Location previously on the space exhaust list.
- 6.9 Application Response.
- 6.9.1 In Florida, within fifteen (15) calendar days of receipt of a Bona Fide application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide an Application Response including sufficient information to enable Azul Tel 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 Azul Tel submits ten (10) or more applications within ten (10) calendar days, the initial fifteen (15) calendar day response period will increase by ten (10) calendar days for every additional ten (10) applications or fraction thereof.
- 6.9.2 In Alabama, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, and Tennessee when space has been determined to be available, BellSouth will provide an Application Response within twenty (20) calendar days of receipt of a Bona Fide application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.
- 6.9.3 In Louisiana, when space has been determined to be available, BellSouth will respond with an Application Response within thirty (30) calendar days for one (1) to ten (10) applications; thirty (35) calendar days for eleven (11) to twenty (20) applications; and for requests of more than twenty (20) applications, the Application Response interval will be increased by five (5) calendar days for every five (5) applications received within five (5) business days. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.
- 6.10 Application Modifications.
- 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, either at the request of Azul Tel or necessitated by technical considerations, said application shall be considered a new application and shall be handled as a new application with respect to response and provisioning intervals and BellSouth will charge Azul Tel a full application fee as set forth in Exhibit B. BellSouth will bill the nonrecurring fee on the date that BellSouth provides an Application Response.

- 6.10.2 Bona Fide Firm Order.
- 6.10.3 Azul Tel shall indicate its intent to proceed with equipment installation in a BellSouth Remote Site Location by submitting a Firm Order to BellSouth. The BFFO must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to Azul Tel's Bona Fide application or the application will expire.
- 6.10.4 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a BFFO. BellSouth will acknowledge the receipt of Azul Tel's BFFO within seven (7) calendar days of receipt indicating that the BFFO has been received. A BellSouth response to a BFFO will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a BFFO.

7. Construction and Provisioning

- 7.1 Construction and Provisioning Intervals.
 - 7.1.1 In Florida, BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. For changes to Remote Collocation Space after initial space completion ("Augmentation"), BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of forty-five (45) calendar days from receipt of a BFFO or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and Azul Tel cannot agree upon a completion date, within forty-five (45) calendar days of receipt of the BFFO for an initial request, and within thirty (30) calendar days for Augmentations, BellSouth may seek an extension from the Florida Commission.
 - 7.1.2 In Alabama, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, and Tennessee, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a BFFO and ninety (90) calendar days from receipt of a BFFO for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions shall include, but not limited to, major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade;

major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.

- 7.1.3 In Louisiana, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a BFFO for an initial request, and within 60 calendar days for an Augmentation, or as agreed to by the Parties. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.2 In the event BellSouth does not have space immediately available at a Remote Site Location, BellSouth may elect to make additional space available by, for example but not limited to, rearranging BellSouth facilities or constructing additional capacity. In such cases, the above intervals shall not apply and BellSouth will provision the Remote Collocation Space in a nondiscriminatory manner and at parity with BellSouth and will provide Azul Tel with the estimated completion date in its Response.
- 7.3 Joint Planning. Joint planning between BellSouth and Azul Tel will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a BFFO. BellSouth will provide the preliminary design of the Remote Collocation Space and the equipment configuration requirements as reflected in the Bona Fide application and affirmed in the BFFO. The Remote Collocation Space completion time period will be provided to Azul Tel during joint planning.
- 7.4 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.
- 7.5 Acceptance Walkthrough. Azul Tel will schedule and complete an acceptance walkthrough of each Remote Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notifying Azul Tel that the Remote Collocation Space is ready for occupancy. In the event that Azul Tel fails to complete an acceptance walkthrough within this fifteen (15) calendar day interval, the Remote Collocation Space shall be deemed accepted by Azul Tel on the Space Ready Date. BellSouth will correct any deviations to Azul Tel's original or jointly amended requirements within seven (7) calendar days after the walkthrough, unless the Parties jointly agree upon a different time frame.
- 7.6 Use of BellSouth Certified Supplier. Azul Tel shall select a supplier which has been approved by BellSouth to perform all engineering and installation work Azul Tel and Azul Tel's BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, Azul Tel must select separate BellSouth Certified Suppliers for

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

- 7.7 Alarm and Monitoring. BellSouth may place alarms in the Remote Site Location for the protection of BellSouth equipment and facilities. Azul Tel shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service Azul Tel's Remote Collocation Space. Upon request, BellSouth will provide Azul Tel with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by Azul Tel. Both Parties shall use best efforts to notify the other of any verified hazardous conditions known to that Party.
- 7.8 Virtual Remote Collocation Space Relocation. In the event physical Remote Collocation Space was previously denied at a Remote Site Location due to technical reasons or space limitations, and physical Remote Collocation Space has subsequently become available, Azul Tel may relocate its virtual Remote Collocation arrangements to physical Remote Collocation Space arrangements and pay the appropriate fees for physical Remote Collocation Space and for the rearrangement or reconfiguration of services terminated in the virtual Remote Collocation Space arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical Remote Collocation Space may become available at the location requested by Azul Tel, such information will be provided to Azul Tel in BellSouth's written denial of physical Remote Collocation Space. To the extent that (i) physical Remote Collocation Space becomes available to Azul Tel within one hundred eighty (180) calendar days of BellSouth's written denial of Azul Tel's request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) Azul Tel was not informed in the written denial that physical Remote Collocation Space would become available within such one hundred eighty (180) calendar days, then Azul Tel may relocate its virtual Remote Collocation Space arrangement to a physical Remote Collocation Space arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual Remote Collocation Space. Azul Tel must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Remote Collocation Space to its physical Remote Collocation Space and will bear the cost of such relocation.

- 7.8.1 In Alabama, BellSouth will complete a relocation from virtual collocation to physical collocation within ninety (90) calendar days.
- 7.9 Virtual to Physical Conversion (In-Place). Virtual collocation arrangements may be converted to “in-place” physical arrangements if the potential conversion meets the following four criteria: 1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual collocation arrangement; 2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its own future needs; 3) the converted arrangement does not limit BellSouth’s ability to secure its own equipment and facilities due to the location of the virtual collocation arrangement; and 4) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. Unless otherwise specified, BellSouth will complete virtual to in-place physical collocation conversions within sixty (60) calendar days from receipt of the BFFO. BellSouth will bill Azul Tel an Administrative Only Application Fee as set forth in Exhibit B for these charges on the date that BellSouth provides an Application Response.
- 7.9.1 In Alabama and Tennessee, BellSouth will complete Virtual to Physical Conversions (In Place) within thirty (30) calendar days from receipt of the BFFO.
- 7.10 Cancellation. If, at any time prior to space acceptance, Azul Tel cancels its order for the Remote Collocation Space(s) (“Cancellation”), BellSouth will bill the applicable nonrecurring rate for any and all work processes for which work has begun. In Georgia, if Azul Tel cancels its order for Remote Collocation Space at any time prior to space acceptance, BellSouth will bill Azul Tel 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. Azul Tel, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to build-out, equip and occupy the Remote Collocation Space.
- 7.12 Environmental Hazard Guidelines. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified in Exhibit A attached hereto.
- 8. Rates and Charges**
- 8.1 Recurring Charges. If Azul Tel 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 Azul Tel 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 Azul Tel occupies the space prior to the Space Ready Date, the date Azul Tel occupies the

space becomes the new Space Acceptance Date and billing for recurring charges begin on that date.

- 8.2 Application Fee. BellSouth shall assess an Application Fee via a service order, which shall be issued at the time BellSouth responds that space is available pursuant to Section 6.10 (Application Response). This nonrecurring fee will be billed by BellSouth on the date that BellSouth provides an Application Response.
- 8.2.1 In Tennessee, the applicable application fee is the planning fee for both Initial Applications and Subsequent Applications placed by Azul Tel. This nonrecurring fee will be billed by BellSouth on the date that BellSouth provides an Application Response.
- 8.3 Rack/Bay Space. The rack/bay space charge includes reasonable charges for air conditioning, ventilation and other allocated expenses associated with maintenance of the Remote Site Location, and includes amperage necessary to power Azul Tel's equipment. Azul Tel shall pay rack/bay space charges based upon the number of racks/bays requested. BellSouth will assign Remote Collocation Space in conventional remote site rack/bay lineups where feasible.
- 8.4 Power. BellSouth shall make available -48 Volt (-48V) DC power for Azul Tel's Remote Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay (BDFB) at Azul Tel's option within the Remote Site Location. The charge for power shall be assessed as part of the recurring charge for rack/bay space. If the power requirements for Azul Tel's equipment exceeds the capacity available, then such power requirements shall be assessed on an individual case basis. BellSouth will revise recurring power charges to reflect a power upgrade upon notification of the completion of the upgrade by Azul Tel'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 Azul Tel certifying the completion of the power reduction, including the removal of the power cabling by Azul Tel's BellSouth Certified Supplier.
- 8.4.1 Adjacent Collocation Power. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power, where available. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by Azul Tel's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. Azul Tel's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the equipment becoming operational. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit B. AC power voltage and phase ratings shall be determined on a per location basis. At Azul Tel's option, Azul Tel may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.

8.5 Security Escort. A security escort will be required whenever Azul Tel or its approved agent desires access to the Remote Site Location after the one accompanied site visit allowed pursuant to Section 5 prior to completing BellSouth's Security Training requirements. Rates for a security escort are assessed according to the schedule appended hereto as Exhibit B beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and Azul Tel shall pay for such half-hour charges in the event Azul Tel fails to show up.

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

9. Insurance

9.1 Azul Tel 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 Azul Tel 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 Azul Tel's real and personal property situated on or within BellSouth's Remote Site Location.

9.2.4 Azul Tel 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 Azul Tel 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 Azul Tel shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be

in effect on or before the date equipment is delivered to BellSouth's Remote Site Location and shall remain in effect for the term of this Attachment or until all of Azul Tel's property has been removed from BellSouth's Remote Site Location, whichever period is longer. If Azul Tel fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Azul Tel.

- 9.5 Azul Tel shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Remote Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. Azul Tel shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from Azul Tel's insurance company. Azul Tel 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 Azul Tel 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 Azul Tel's net worth exceeds five hundred million dollars (\$500,000,000), Azul Tel 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. Azul Tel shall provide audited financial statements to BellSouth thirty (30) calendar days prior to the commencement of any work in the Remote Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to Azul Tel in the event that self-insurance status is not granted to Azul Tel. If BellSouth approves Azul Tel for self-insurance, Azul Tel shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of Azul Tel's corporate officers. The ability to self-insure shall continue so long as Azul Tel meets all of the requirements of this Section. If Azul Tel subsequently no longer satisfies this Section, Azul Tel is required to purchase insurance as indicated by Sections 9.2.1 and Section 9.2.2.
- 9.8 The net worth requirements set forth in Section 9.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) calendar days' notice to Azul Tel 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 Azul Tel), 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 Azul Tel's equipment and facilities in the Remote Collocation Space(s) prior to the activation of facilities between Azul Tel's equipment and equipment of BellSouth. BellSouth may conduct an inspection if Azul Tel adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide Azul Tel 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, Azul Tel will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Azul Tel employee hired in the past five years being considered for work on the BellSouth Remote Site Location, for the states/counties where the Azul Tel 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. Azul Tel shall not be required to perform this investigation if an affiliated company of Azul Tel has performed an investigation of the Azul Tel employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if Azul Tel has performed a pre-employment statewide investigation of criminal history records of the Azul Tel employee for the states/counties where the Azul Tel 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 Azul Tel will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.
- 12.3 Azul Tel shall provide its employees and agents with picture identification, which must be worn, and visible at all times while in the Remote Collocation Space or other areas in or around the Remote Site Location. The photo Identification card shall bear, at a minimum, the employee's name and photo, and Azul Tel's name. BellSouth reserves the right to remove from its Remote Site Location any employee of Azul Tel not possessing identification issued by Azul Tel or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. Azul Tel shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Remote Site Location. Azul Tel shall be solely responsible for ensuring that any Guest(s) of Azul Tel is in compliance with all subsections of this Section.
- 12.4 Azul Tel shall not assign to the BellSouth Remote Site Location any personnel with records of felony criminal convictions. Azul Tel shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse access to any Azul Tel personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that Azul Tel chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, Azul Tel may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 12.4.1 Azul Tel shall not knowingly assign to the BellSouth Remote Site Location any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.4.2 Azul Tel shall not knowingly assign to the BellSouth Remote Site Location any individual who was a former supplier of BellSouth and whose access to a BellSouth Remote Site Location was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each Azul Tel employee or agent hired by Azul Tel within five years of being considered for work on the BellSouth Remote Site Location, who requires access to a BellSouth Remote Site Location pursuant to this Attachment, Azul Tel shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, Azul Tel will disclose the nature of

the convictions to BellSouth at that time. In the alternative, Azul Tel may certify to BellSouth that it shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.

- 12.5.1 For all other Azul Tel employees requiring access to a BellSouth Remote Site Location pursuant to this Attachment, Azul Tel 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, Azul Tel shall promptly remove from BellSouth's Remote Site Location any employee of Azul Tel BellSouth does not wish to grant access to its Remote Site Location 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of Azul Tel 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 Azul Tel'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 Azul Tel's Security representative of such interview. Azul Tel and its suppliers shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Azul Tel's employees, agents, or suppliers. Additionally, BellSouth reserves the right to bill Azul Tel for all reasonable costs associated with investigations involving its employees, agents, or suppliers if it is established and mutually agreed in good faith that Azul Tel's employees, agents, or suppliers are responsible for the alleged act. BellSouth shall bill Azul Tel for BellSouth property, which is stolen or damaged where an investigation determines the culpability of Azul Tel's employees, agents, or suppliers and where Azul Tel agrees, in good faith, with the results of such investigation. Azul Tel shall notify BellSouth in writing immediately in the event that the Azul Tel discovers one of its employees already working on the BellSouth Remote Site Location is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth's Remote Site Location, any employee found to have violated the security and safety requirements of this section. Azul Tel shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth's Remote Site Location.
- 12.8 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.

- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Remote Site Location. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 12.10 Accountability. Full compliance with the Security requirements of this Section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.
- 13. Destruction of Remote Collocation Space**
- 13.1 In the event a Remote Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for Azul Tel's permitted use hereunder, then either Party may elect within ten (10) calendar days after such damage, to terminate this Attachment with respect to the affected Remote Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof with respect to such Remote Collocation Space. If the Remote Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for Azul Tel'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 Azul Tel, 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. Azul Tel may, at its own expense, accelerate the rebuild of its Remote Collocation Space and equipment provided however that a BellSouth Certified Supplier is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If Azul Tel's acceleration of the project increases the cost of the project, then those additional charges will be incurred by Azul Tel. Where allowed and where practical, Azul Tel may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Remote Collocation Space shall be rebuilt or repaired, Azul Tel shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Remote Collocation Space for Azul Tel's permitted use, until such Remote Collocation Space is fully repaired and restored and Azul Tel's equipment installed therein (but in no event later than thirty (30) calendar days after the Remote Collocation Space is fully repaired and restored). Where Azul Tel has placed a Remote Site Adjacent Arrangement pursuant to Section 3.4, Azul Tel shall have the sole responsibility to repair or replace said Remote Site Adjacent Arrangement provided herein. Pursuant to this Section, BellSouth will restore the associated services to the Remote Site Adjacent Arrangement.

14. Eminent Domain

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

15. Nonexclusivity

- 15.1 Azul Tel 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 Azul Tel 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 Azul Tel 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. Azul Tel should contact 1-800-743-6737 for any BellSouth MSDS required.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for Azul Tel to follow when working at a BellSouth Remote Site Location (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and suppliers of BellSouth for environmental protection. Azul Tel will require its suppliers, agents and others accessing the BellSouth Remote Site Location to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by Azul Tel when operating in the BellSouth Remote Site Location.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the Azul Tel space with proper notification. BellSouth reserves the right to stop any Azul Tel work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Remote Site Location.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Remote Site Location by Azul Tel are owned by Azul Tel. Azul Tel 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 Azul Tel or different hazardous materials used by Azul Tel at the BellSouth Remote Site Location. Azul Tel must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Remote Site Location.

- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Remote Site Location, either Party discovering the condition must notify the other Party. All Spills or Releases of regulated materials will immediately be reported by Azul Tel to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and Azul Tel 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 Azul Tel will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, Azul Tel 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 Azul Tel shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, suppliers, or employees concerning its operations at the Remote Site Location.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

- 2.1 When performing functions that fall under the following Environmental categories on BellSouth's Remote Site Location, Azul Tel 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. Azul Tel further agrees to cooperate with BellSouth to ensure that Azul Tel'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 Azul Tel, its employees, agents and/or suppliers.
- 2.1.1 The most current version of reference documentation must be requested from Azul Tel's BellSouth Account Team Collocation Coordinator (ATCC) Representative.

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	<ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact ATCC

		Representative)
Emergency response	Hazmat/waste release/spill fire safety emergency	<ul style="list-style-type: none"> • Fact Sheet Series 1700 • Building Emergency Operations Plan (EOP) (specific to and located on Remote Site Location)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Remote Site Location (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Performance of services in accordance with BST's environmental M&Ps</p> <p>Insurance</p>	<ul style="list-style-type: none"> • Std T&C 450 • Std T&C 450-B (Contact ATCC Representative for copy of appropriate E/S M&Ps.) • Std T&C 660
Transportation of hazardous material	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of supplier</p>	<ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact ATCC Representative)
Maintenance/operations work which may produce a waste Other maintenance work	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Protection of BST employees and equipment</p>	<ul style="list-style-type: none"> • Std T&C 450 • 29CFR 1910.147 (OSHA Standard) • 29CFR 1910 Subpart O (OSHA Standard)
Janitorial services	<p>All waste removal and disposal must conform to all applicable federal, state and local regulations</p> <p>All Hazardous Material and Waste</p> <p>Asbestos notification and protection of employees and equipment</p>	<ul style="list-style-type: none"> • -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	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of supplier</p>	<ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet 14050 • BSP 620-145-011PR Issue A, August 1996 • Std T&C 660-3 • Approved Environmental Vendor List (Contact ATCC Representative)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	<ul style="list-style-type: none"> • GU-BTEN-001BT, Chapter 3 <p>For questions regarding removing or disturbing materials that contain asbestos, call the BellSouth Building Service Center: AL, MS, TN, KY & LA (local area code) 557-6194 FL, GA, NC & SC (local area code) 780-2740</p>

3. DEFINITIONS

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

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

Hazardous Waste. As defined in section 1004 of RCRA.

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

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

4. ACRONYMS

ATCC – Account Team Collocation Coordinator

BST – BellSouth Telecommunications

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

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

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

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

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std T&C - Standard Terms & Conditions

COLLOCATION - Alabama

CATEGORY	Inter m Zone	BCS	USOC	RATES (\$)				Svc Order	Svc Order per LSR	Submitted Elec per LSR	Svc Order Manually Submitted	Attachment: 4											
				Incremental Charge - Manual Svc	Incremental Charge - Manual Svc	Incremental Charge - Electronic-1st	OSS Rates (\$)					Incremental Charge - Manual Svc	Incremental Charge - Manual Svc	Incremental Charge - Electronic-1st	Disc Add'l								
PHYSICAL COLLOCATION				Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN						
																		Physical Collocation 2-Wire Cross Connect, Exchange Port 2- Wire Analog - Res	PE1R2	12.30	11.80	6.03	5.44
																		Physical Collocation 2-Wire Cross Connect, Exchange Port 2- Wire Line Side FBX Trunk - Bus	PE1R2	12.30	11.80	6.03	5.44
																		Physical Collocation 2-Wire Cross Connect, Exchange Port 2- Wire Voice Grade PBX Trunk - Res	PE1R2	12.30	11.80	6.03	5.44
																		Physical Collocation 2-Wire Cross Connect, Exchange Port 2- Wire Analog - Bus	PE1R2	12.30	11.80	6.03	5.44
																		Physical Collocation 2-Wire Cross Connect, Exchange Port 2- Wire ISDN	PE1R2	12.30	11.80	6.03	5.44
																		Physical Collocation 2-Wire Cross Connect, Exchange Port 2- Wire ISDN	PE1R2	12.30	11.80	6.03	5.44
																		Physical Collocation 4-Wire Cross Connect, Exchange Port 4- Wire ISDN DS1	PE1R4	12.39	11.87	6.39	5.73
																		Physical Collocation - Initial Application Fee	PE1BA	1,879.48		0.51	
																		Physical Collocation - Subsequent Application Fee	PE1CA	1,566.60			
																		Physical Collocation Administrative Only - Application Fee	PE1BL	742.15			
																		Physical Collocation - Space Preparation - Firm Order Processing	PE1SU	600.71			
																		Physical Collocation - Space Preparation - C.O. Modification per square ft.	PE1SK	1.96			
																		Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot	PE1SL	2.62			
																		Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage	PE1SM	88.86			
Physical Collocation - Cable Installation, Pricing, non-recurring charge, per Entrance Cable	PE1BD	859.71	22.49																				
Physical Collocation - Floor Space, per sq feet	PE1PJ	3.22																					
Cable	PE1PM	17.11																					
Physical Collocation - Power, -48V DC Power - per Fused Amp	PE1PL	7.83																					
Physical Collocation - Power Reconfiguration Only, Application Fee	PE1PR	398.76																					
Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp	PE1FB	4.91																					
Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp	PE1FD	9.84																					
Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp	PE1FE	14.74																					
Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp	PE1FG	34.06																					
Physical Collocation - 2-wire cross-connect, loop, provisioning	PE1P2	0.03	11.80	6.03	5.44																		
Physical Collocation - 4-wire cross-connect, loop, provisioning	PE1P4	0.05	11.87	6.39	5.73																		
Physical Collocation, provisioning	PE1P1	1.11	22.03	15.93	6.40	5.79																	

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
	Physical Collocation - DS3 Cross-Connect, provisioning			UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3	PE1P3	14.16	20.89	15.20	7.38	5.92					
	Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	2.81	20.89	15.20	7.38	5.92					
	Physical Collocation - 4-Fiber Cross-Connect			ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	4.99	25.55	19.86	9.71	8.25					
	Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW	156.33									
	Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW	15.34									
	Physical Collocation - Security Access System - Security System per Central Office			CLO	PE1AX	45.70									
	Physical Collocation -Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1	0.05	27.79								
	Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		7.79								
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		22.78								
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		13.10								
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.10								
	Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR		1,075.17								
	Physical Collocation - CFA Information Resend Request, per premises, per request			CLO	PE1C9		77.56								
	Physical Collocation - Cable Records, per request			CLO	PE1CR		759.29	488.11	133.00						
	Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		326.92		189.12						
	Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		4.81		5.90						
	Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		2.25		2.76						
	Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		7.88		9.66						
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		84.49		77.13						
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		16.93	10.73							
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		22.05	13.86							
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		27.17	16.98							
	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV		33.00								
	Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00								
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00								

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
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00								
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR		23.00								
	Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		23.00								
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		33.00								
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		37.00								
	Physical Collocation - Virtual to Physical Collocation In-Place/Relocation, space cable facilities assigned to Collocation Space, per 700 cable pairs or fraction thereof			CLO	PE1B7		592.00								
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear ft.			CLO	PE1ES	0.0011									
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect Copper/Coax Cable Support Structure, per lin. ft.			CLO	PE1DS	0.0016									
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		584.22								
	Physical Collocation - Copper Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EA		1,196.424	42.721							
	Physical Collocation - Copper Entrance Cable Installation, per 100 Pairs			CLO	PE1EB		18.103								
	Physical Collocation - Fiber Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EC		1,000.913	42.721							
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		7.241								
	Physical Collocation - Application Cost, Simple Augment			CLO	PE1KS		594.41		1.21						
	Physical Collocation - Application Cost, Minor Augment			CLO	PE1KM		833.47		1.21						
	Physical Collocation - Application Cost, Intermediate Augment			CLO	PE1KI		1,058.00		1.21						
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect Fiber Cable Support Structure, per cable	I		CLO	PE1DU		535.37								
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect Copper/Coax Cable Support Structure, per cable	I		CLO	PE1DV		535.37								
ADJACENT COLLOCATION															
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA		0.14								
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC		5.41								
	Adjacent Collocation - 2-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1P2		0.02	12.30	11.80	6.03	5.44				
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1P4		0.04	12.39	11.87	6.39	5.73				
	Adjacent Collocation - DS1 Cross-Connects			UEA,UHL,UDL,UCL	PE1P1		1.03	22.03	15.93	6.40	5.79				
	Adjacent Collocation - DS3 Cross-Connects			UEA,UHL,UDL,UCL	PE1P3		13.95	20.89	15.20	7.38	5.92				
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2		2.36	20.89	15.20	7.38	5.92				
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4		4.52	25.55	19.86	9.71	8.25				
	Adjacent Collocation - Application Fee			CLOAC	PE1JB			1,576.69		0.51					
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB		4.91								
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD		9.84								
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE		14.74								
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG		34.06								
PHYSICAL COLLOCATION IN THE REMOTE SITE															
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		307.70		168.22						
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB		201.42								
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		13.10								
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		115.87								

COLLOCATION - Alabama																		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4		Exhibit: B				
						Rec	Nonrecurring		Nonrecurring Disconnect			SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
							First	Add'l	First									Add'l
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		37.56											
	Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		233.38											
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		16.93	10.73										
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		22.05	13.86										
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		27.17	16.98										
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																		
	Remote Site-Adjacent Collocation - AC Power, per breaker amp	I		CLORS	PE1RS		6.27											
	Remote Site-Adjacent Collocation - Real Estate, per square foot	I		CLORS	PE1RT		0.134											
	Remote Site-Adjacent Collocation-Application Fee	I		CLORS	PE1RU		755.62	755.62										
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																		
VIRTUAL COLLOCATION																		
	Virtual Collocation - Application Fee			AMTFS	EA F		1,205.26	0.51										
	Virtual Collocation Administrative Only - Application Fee	I		AMTFS	VE1AF		742.15											
	Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX		859.71	22.49										
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX		3.22											
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX		7.83											
	Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX		14.97											
	Virtual Collocation - 2-wire Cross Connects (loop)			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,UNCVX, UNCDX,UNCNX	UEAC2	0.03	12.30	11.80	6.03	5.44								
	Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL, UAL,UDN,UNCVX, UNCDX	UEAC4	0.05	12.39	11.87	6.39	5.73								
	Virtual Collocation - 2-Fiber Cross Connects			UDL12,UDLO3, U1T48,U1T12, U1T03,ULDO3, ULD12,ULD48,UDF	CNC2F	2.84	20.89	15.20	7.38	5.92								
	Virtual Collocation - 4-Fiber Cross Connects			UDL12,UDLO3, U1T48,U1T12, U1T03,ULDO3, ULD12,ULD48,UDF	CNC4F	5.69	25.55	19.86	9.71	8.25								
	Virtual collocation - Special Access & UNE, cross-connect per DS1			USL,ULC,ULR, UXTD1,UNC1X, ULDD1,U1TD1, USLEL,UNLD1, UEPEX,UEPDX	CNC1X	1.11	22.03	15.93	6.40	5.79								
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL,UE3,U1TD3, UXTS1,UXTD3, UNC3X,UNCSX, ULDD3,U1TS1, ULDS1,UDLSX, UNLD3	CND3X	14.16	20.89	15.20	7.38	5.92								
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear 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											

COLLOCATION - Alabama																
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4		Exhibit: B		
						Rec	Nonrecurring		Nonrecurring Disconnect			SOME C	SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						First	Add'l	First	Add'l	OSS Rates (\$)						
											SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		535.37									
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA		759.29	488.11	133.00							
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		326.92	326.92	189.12							
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		4.81		5.90							
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		2.25		2.76							
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		7.88		9.66							
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		84.49		77.13							
	Virtual collocation - Security Escort - Basic, per half hour			AMTFS	SP1BX		16.93		10.73							
	Virtual collocation - Security Escort - Overtime, per half hour			AMTFS	SPTOX		22.05		13.86							
	Virtual collocation - Security Escort - Premium, per half hour			AMTFS	SPTPX		27.17		16.98							
	Virtual collocation - Maintenance In CO - Basic, per half hour			AMTFS	CTRLX		27.93		10.73							
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		36.47		13.86							
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		45.02		16.98							
	Virtual Collocation - Request Resend of CFA Information, per CLI			AMTFS	VE1QR		77.56									
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						
	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						
	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						
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0.03	12.30	11.80	6.03	5.44						
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	VE1R2	0.03	12.30	11.80	6.03	5.44						
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	VE1R2	0.03	12.30	11.80	6.03	5.44						
	Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	VE1R4	0.05	12.39	11.87	6.39	5.44						
Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.																

COLLOCATION - Florida														Attachment: 4		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
						Rec	Nonrecurring		Nonrecurring 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	0.0276	8.22	7.22									
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	0.0276	8.22	7.22									
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	0.0276	8.22	7.22									
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.0276	8.22	7.22									
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.0276	8.22	7.22									
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	PE1R2	0.0276	8.22	7.22									
	Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	0.0552	8.42	7.36									
PHYSICAL COLLOCATION																	
	Physical Collocation - Initial Application Fee			CLO	PE1BA		2,597.00										
	Physical Collocation - Subsequent Application Fee			CLO	PE1CA		2,236.00										
	Physical Collocation Administrative Only - Application Fee	I		CLO	PE1BL		742.00										
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		288.93										
	Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.38											
	Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM	92.55											
	Physical Collocation - Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		1,750.00		45.16								
	Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ	7.86											
	Physical Collocation - Cable Support Structure, per Entrance Cable			CLO	PE1PM	18.96											
	Physical Collocation - Power, -48V DC Power - per Fused Amp			CLO	PE1PL	7.80											
	Physical Collocation - Power Reconfiguration Only, Application Fee	I		CLO	PE1PR		399.43										
	Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB	5.38											
	Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD	10.77											
	Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	16.15											
	Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	37.30											
	Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL,UEQ, UNLDX, UNCNX, UEA, UCL, UAL, UHL, UDC, UDN, UNCVX	PE1P2	0.0276	8.22	7.22	5.74	4.58							
	Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0552	8.42	7.36	5.90	4.66							
	Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L,WDS1S, UXTD1, ULDD1, USLEL, UNLD1, UEPEX, UEPDX, USL, ULC, U1TD1, UNC1X	PE1P1	1.32	27.77	15.52	5.93	4.77							

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
SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN											
	Physical Collocation - DS3 Cross-Connect, provisioning			UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3	PE1P3	16.81	25.48	14.05	7.77	5.01						
	Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	3.34	41.94	30.52	13.91	11.16						
	Physical Collocation - 4-Fiber Cross-Connect			ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	5.92	51.30	39.87	18.29	15.54						
	Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW	189.45										
	Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW	18.58										
	Physical Collocation - Security Access System - Security System per Central Office			CLO	PE1AY	0.0105										
	Physical Collocation -Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1	0.0577	55.80									
	Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		15.65									
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		45.75									
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		26.30									
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		26.30									
	Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR		2,159.00									
	Physical Collocation - CFA Information Resend Request, per premises, per request			CLO	PE1C9		77.54									
	Physical Collocation - Cable Records, per request			CLO	PE1CR		1,525.00	980.22	267.08							
	Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		656.50		379.78							
	Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		9.66		11.84							
	Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		4.52		5.54							
	Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		15.82		19.40							
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		169.67		154.89							
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		16.52	10.83								
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		21.92	14.19								
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		27.31	17.55								
	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit	I		CLO	PE1BV		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit	I		CLO	PE1BO		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit	I		CLO	PE1B1		52.00									

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			SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
							First	Add'l	First									Add'l
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit	I		CLO	PE1B3	52.00												
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit	I		CLO	PE1BR	23.00												
	Physical Collocation Virtual to Physical Collocation In-Place, Per DS0 Circuit	I		CLO	PE1BP	23.00												
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit	I		CLO	PE1BS	33.00												
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit	I		CLO	PE1BE	37.00												
	Physical Collocation - Virtual to Physical Collocation In-Place/Relocation, space cable facilities assigned to Collocation Space, per 700 cable pairs or fraction thereof	I		CLO	PE1B7	592.00												
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear ft.			CLO	PE1ES	0.001												
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per lin. ft.			CLO	PE1DS	0.0014												
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT	584.11												
	Physical Collocation - Copper Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EA	1,169.133	42.712											
	Physical Collocation - Copper Entrance Cable Installation, per 100 Pairs			CLO	PE1EB	18.009												
	Physical Collocation - Fiber Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EC	973.661	42.712											
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED	7.24												
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Fiber Cable Support Structure, per cable	I		CLO	PE1DU	535.54												
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per cable	I		CLO	PE1DV	535.54												
ADJACENT COLLOCATION																		
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.1635												
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.11												
	Adjacent Collocation - 2-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1P2	0.0213	24.69	23.69	11.77	10.62								
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1P4	0.0426	24.88	23.83	12.04	10.80								
	Adjacent Collocation - DS1 Cross-Connects			UEA,UHL,UDL,UCL	PE1P1	1.22	44.24	31.98	12.07	10.91								
	Adjacent Collocation - DS3 Cross-Connects			UEA,UHL,UDL,UCL	PE1P3	16.56	41.94	30.52	13.91	11.15								
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	2.81	41.94	30.52	13.91	11.16								
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	5.36	51.30	39.87	18.29	15.54								
	Adjacent Collocation - Application Fee			CLOAC	PE1JB	2,785.00												
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.38												
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	10.77												
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	16.15												
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	37.30												
	Adjacent Collocation - Cable Support Structure per Entrance Cable	I		CLOAC	PE1PM	18.96												
PHYSICAL COLLOCATION IN THE REMOTE SITE																		
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		617.91		328.81									
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	219.49												
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		26.30											
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		232.69											

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							OSS Rates (\$)	
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN		
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		75.41										
	Remote Site DLEC Data (BRSDDD), per Compact Disk, per CO			CLORS	PE1RR		233.51										
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		16.52	10.83									
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		21.92	14.19									
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		27.31	17.55									
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																	
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27											
	Remote Site-Adjacent Collocation - Real Estate, per 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		4,122.00	1,249.00									
	Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		742.00										
	Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX	12.45	965.00										
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	4.25											
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	6.95											
	Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX	13.35											
	Virtual Collocation - 2-wire Cross Connects (loop)			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ, UNCVX, UNCDX, UNCNX	UEAC2	0.0502	11.57										
	Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL, UAL, UDN, UNCVX, UNCDX	UEAC4	0.0502	11.57										
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC2F	6.71	2,431.00										
	Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC4F	6.71	2,431.00										
	Virtual collocation - Special Access & UNE, cross-connect per DS1			USL,UCL, ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, UEPEX, UEPDX	CNC1X	7.50	155.00	14.00									
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL,UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDL SX, UNLD3	CND3X	56.25	151.90	11.83									
	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		535.54										

COLLOCATION - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4		Exhibit: B								
									Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l							
									Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
	First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN								
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE	535.54													
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA	1,525.00			267.08										
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB	656.50			379.78										
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC	9.66			11.84										
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD	4.52			5.54										
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE	15.82			19.40										
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF	169.67			154.89										
	Virtual collocation - Security Escort - Basic, per quarter hour			AMTFS	SPTBQ	10.89													
	Virtual collocation - Security Escort - Overtime, per quarter hour			AMTFS	SPTOQ	13.64													
	Virtual collocation - Security Escort - Premium, per quarter hour			AMTFS	SPTPQ	16.40													
	Virtual Collocation - 2-wire Cross Connects (loop), per ckts			AMTFS	VE1R2	0.05			11.57										
	Virtual Collocation - 4-wire Cross Connects (loop), per ckts			AMTFS	VE1R4	0.05			11.57										
	Virtual Collocation - DS-1/DCS Cross Connects, PER CKTS			AMTFS	VE11S	8.09			69.64										
	Virtual Collocation - DS-1.DSX Cross Connects, PER CKTS			AMTFS	VE11X	0.41			69.64										
	Virtual Collocation - DS-3/DCS Cross Connects, PER CKT			AMTFS	VE13S	59.67			528.00										
	Virtual Collocation - DS-3/DSC Cross Connects, PER CKT			AMTFS	VE13X	10.06			528.00										
	Virtual collocation - Maintenance in CO - Basic, per quarter hour			AMTFS	SPTRE	10.89													
	Virtual collocation - Maintenance in CO - Overtime, per quarter hour			AMTFS	SPTOE	13.64													
	Virtual collocation - Maintenance in CO - Premium per quarter hour			AMTFS	SPTPE	16.40													
	Virtual Collocation - Request Resend of CFA Information, per CLLI			AMTFS	VE1QR	77.54													
VIRTUAL COLLOCATION																			
	Virtual Collocation - 2-wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	VE1R2	0.0502			11.57										
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	VE1R2	0.0502			11.57										
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	VE1R2	0.0502			11.57										
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0.0502			11.57										
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	VE1R2	0.0502			11.57										
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	VE1R2	0.0502			11.57										
	Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	VE1R4	0.0502			11.57										
Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.																			

COLLOCATION - Georgia

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4		Exhibit: B		
						Rec	Nonrecurring		Nonrecurring Disconnect			Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							First	Add'l	First							Add'l
SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN											
PHYSICAL COLLOCATION																
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res	I		UEPSR	PE1R2	0.30	12.60	12.60								
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus	I		UEPSP	PE1R2	0.30	12.60	12.60								
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res	I		UEPSE	PE1R2	0.30	12.60	12.60								
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus	I		UEPSB	PE1R2	0.30	12.60	12.60								
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN	I		UEPSX	PE1R2	0.30	12.60	12.60								
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN	I		UEPTX	PE1R2	0.30	12.60	12.60								
	Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	0.50	12.60	12.60								
PHYSICAL COLLOCATION																
	Physical Collocation - Initial Application Fee			CLO	PE1BA		1,285.98		0.59							
	Physical Collocation - Subsequent Application Fee			CLO	PE1CA		1,085.48		0.59							
	Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		740.83									
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		141.10									
	Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.01										
	Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL	2.23										
	Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM	75.61										
	Physical Collocation - Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		736.93		21.51							
	Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ	4.52										
	Physical Collocation - Cable Support Structure, per Entrance Cable			CLO	PE1PM	7.21										
	Physical Collocation - Power, -48V DC Power - per Fused Amp			CLO	PE1PL	4.78										
	Physical Collocation - Power Reconfiguration Only, Application Fee	I		CLO	PE1PR		398.80									
	Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB	5.14										
	Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD	10.30										
	Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	15.44										
	Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	35.65										
	Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL,UEQ, UNLQX, UNCNX, UEA, UCL, UAL, UHL, UDC, UDN, UNCVX	PE1P2	0.0197										
	Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0393										
	Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L,WDS1S, UXTD1, ULDD1, USLEL, UNLD1, UEPEX, UEPDX, USL, ULC, U1TD1, UNCLX	PE1P1	0.3726										

COLLOCATION - Georgia

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4		Exhibit: B		
						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
	Physical Collocation - DS3 Cross-Connect, provisioning			UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNC3X, ULDD3, U1TS1,ULDS1, UNLD3	PE1P3	4.06										
	Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	1.72										
	Physical Collocation - 4-Fiber Cross-Connect			ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	3.30										
	Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW	160.45										
	Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW	15.74										
	Physical Collocation - Security Access System - Security System per Central Office, per Sq. Ft.			CLO	PE1AY	0.0106										
	Physical Collocation -Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1		22.00									
	Physical Collocation - Security Access System - New Access Card Deactivation, per Card			CLO	PE1A4		8.72	8.72								
	Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		5.38									
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		17.01									
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		13.20									
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.20									
	Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR		248.75									
	Physical Collocation - CFA Information Resend Request, per premises, per request			CLO	PE1C9		77.42									
	Physical Collocation - Cable Records, per request			CLO	PE1CR		743.65	478.06	125.75							
	Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		317.60		177.77							
	Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		4.48		5.30							
	Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		2.22		2.63							
	Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		7.76		9.19							
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		83.45		73.57							
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		16.52	10.83								
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		21.92	14.19								
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		27.31	17.55								
	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00									

COLLOCATION - Georgia

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4		Exhibit: B					
									Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
									Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)		
						First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1	52.00										
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3	52.00										
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR	23.00										
	Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP	23.00										
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS	33.00										
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE	37.00										
	Physical Collocation - Virtual to Physical Collocation In-Place/Relocation, space cable facilities assigned to Collocation Space, per 700 cable pairs or fraction thereof			CLO	PE1B7	592.00										
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear ft.			CLO	PE1ES	0.001										
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per lin. ft.			CLO	PE1DS	0.0015										
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT	583.18										
	Physical Collocation - Copper Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EA	1,198.43	42.645									
	Physical Collocation - Copper Entrance Cable Installation, per 100 Pairs			CLO	PE1EB	18.071										
	Physical Collocation - Fiber Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EC	1,003.267	42.645									
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED	7.228										
	Physical Collocation - Application Cost, Simple Augment			CLO	PE1KS	594.05		1.21								
	Physical Collocation - Application Cost, Minor Augment			CLO	PE1KM	832.95		1.21								
	Physical Collocation - Application Cost, Intermediate Augment			CLO	PE1K1	1,057.00		1.21								
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Fiber Cable Support Structure, per cable	I		CLO	PE1DU	553.43										
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per cable	I		CLO	PE1DV	553.43										
	Physical Collocation, Entrance Cable Support Structure, Copper, per each 100 pairs or fraction thereof (CO Manhole to Frame)	I		CLO	PE1EE	0.2629										
	Physical Collocation, Entrance Cable Installation, Copper, per Cable (CO Manhole to Frame)	I		CLO	PE1EF	755.15		21.51								
	Physical Collocation, Entrance Cable Installation, Copper, per each 100 pairs or fraction thereof (CO Manhole to Frame)	I		CLO	PE1EG	9.12										
ADJACENT COLLOCATION																
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.164										
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	4.01										
	Adjacent Collocation - 2-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1P2	0.0172										
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1P4	0.0344										
	Adjacent Collocation - DS1 Cross-Connects			UEA,UHL,UDL,UCL	PE1P1	0.3608										
	Adjacent Collocation - DS3 Cross-Connects			UEA,UHL,UDL,UCL	PE1P3	4.73										
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	1.66										
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	3.24										
	Adjacent Collocation - Application Fee			CLOAC	PE1JB	1,382.19		0.50								
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.14										
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	10.30										
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	15.44										

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	
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	35.65											
	Adjacent Collocation - 240V, Three Phase Standby Power Rate per AC Breaker Amp	I		CLOAC	PE1JD	35.65											
PHYSICAL COLLOCATION IN THE REMOTE SITE																	
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		300.61		132.62								
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	143.23											
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		13.20										
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		109.94										
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		36.04										
	Remote Site DLEC Data (BRSD), per Compact Disk, per CO			CLORS	PE1RR		116.64										
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		16.52	10.83									
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		21.92	14.19									
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		27.31	17.55									
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																	
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27											
	Remote Site-Adjacent Collocation - Real Estate, per 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		609.52		0.59								
	Virtual Collocation Administrative Only - Application Fee	I		AMTFS	VE1AF		609.52										
	Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX		736.93		21.51								
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	4.52											
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	4.78											
	Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX	7.57											
	Virtual Collocation - 2-wire Cross Connects (loop)			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UJ,UEQ,UNCVX,UNCDX,UNCNX	UEAC2	0.0188											
	Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL,UAL,UDN,UNCVX,UNCDX	UEAC4	0.0375											
	Virtual Collocation - 2-Fiber Cross Connects			UDL12,UDLO3,U1T48,U1T12,U1T03,ULDO3,ULD12,ULD48,UDF	CNC2F	1.73											
	Virtual Collocation - 4-Fiber Cross Connects			UDL12,UDLO3,U1T48,U1T12,U1T03,ULDO3,ULD12,ULD48,UDF	CNC4F	3.45											
	Virtual collocation - Special Access & UNE, cross-connect per DS1			USL,UIC,ULR,UXTD1,UNC1X,ULDD1,U1TD1,USLEL,UNLD1,UEPEX,UEPDX	CNC1X	0.3726											

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
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					
	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					
	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					
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.0333	24.68	23.68	12.14	10.95					
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.0333	24.68	23.68	12.14	10.95					
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	PE1R2	0.0333	24.68	23.68	12.14	10.95					
	Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	1.48	44.23	31.98	12.81	11.57					
PHYSICAL COLLOCATION															
	Physical Collocation - Initial Application Fee			CLO	PE1BA		3,773.54								
	Physical Collocation - Subsequent Application Fee			CLO	PE1CA		3,145.35								
	Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		742.12								
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		1,206.07								
	Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.32									
	Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL	3.26									
	Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM	110.57									
	Physical Collocation - Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		1,729.11		45.16						
	Physical Collocation - Floor Space, per sq feet			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 Reconfiguration Only, Application Fee	I		CLO	PE1PR		399.50								
	Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB	5.44									
	Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD	10.88									
	Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	16.32									
	Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	37.68									
	Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL,UEQ, UNLDX, UNCNX, UEA, UCL, UAL, UHL, UDC, UDN, UNCVX	PE1P2	0.0333	24.68	23.68	12.14	10.95					
	Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0665	24.88	23.82	12.77	11.46					
	Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L,WDS1S, UXTD1, ULDD1, USLEL, UNLD1, UEPEX, UEPOX, USL, ULC, U1TD1, UNC1X	PE1P1	1.48	44.23	31.98	12.81	11.57					

COLLOCATION - Kentucky

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4		Exhibit: B	
						Rec	Nonrecurring		Nonrecurring Disconnect				Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							First	Add'l	First	Add'l						
	Physical Collocation - DS3 Cross-Connect, provisioning			UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3	PE1P3	18.89	41.93	30.51	14.75	11.83						
	Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	3.75	41.93	30.51	14.76	11.84						
	Physical Collocation - 4-Fiber Cross-Connect			ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	6.65	51.29	39.87	19.41	16.49						
	Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW	184.97										
	Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW	18.14										
	Physical Collocation - Security Access System, Security System, per Central Office			CLO	PE1AX	76.10										
	Physical Collocation -Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1	0.058	55.79									
	Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		15.84									
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		45.74									
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		26.29									
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		26.29									
	Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR		2,158.67									
	Physical Collocation - CFA Information Resend Request, per premises, per request			CLO	PE1C9		77.55									
	Physical Collocation - Cable Records, per request			CLO	PE1CR		1,524.45	980.01	267.02							
	Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		656.37		379.70							
	Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		9.65		11.84							
	Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		4.52		5.54							
	Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		15.81		19.39							
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		169.63		154.85							
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		33.98		21.53							
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		44.26		27.81							
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		54.54		34.09							
	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00									

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	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3	52.00									
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR	23.00									
	Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP	23.00									
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS	33.00									
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE	37.00									
	Physical Collocation - Virtual to Physical Collocation In-Place/Relocation, space cable facilities assigned to Collocation Space, per 700 cable pairs or fraction thereof			CLO	PE1B7	592.00									
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear ft.			CLO	PE1ES	0.0012									
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per lin. ft.			CLO	PE1DS	0.0018									
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT	584.20									
	Physical Collocation - Copper Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EA	1,224.485	42.719								
	Physical Collocation - Copper Entrance Cable Installation, per 100 Pairs			CLO	PE1EB	18.102									
	Physical Collocation - Fiber Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EC	1,028.981	42.719								
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED	7.241									
	Physical Collocation - Application Cost, Simple Augment			CLO	PE1KS	594.98		1.21							
	Physical Collocation - Application Cost, Minor Augment			CLO	PE1KM	834.26		1.21							
	Physical Collocation - Application Cost, Intermediate Augment			CLO	PE1K1	1,059.00		1.21							
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Fiber Cable Support Structure, per cable	I		CLO	PE1DU	535.55									
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per cable	I		CLO	PE1DV	535.55									
ADJACENT COLLOCATION															
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0173									
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.35									
	Adjacent Collocation - 2-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1P2	0.0258	24.68	23.68	12.14	10.95					
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1P4	0.0515	24.88	23.82	12.77	11.46					
	Adjacent Collocation - DS1 Cross-Connects			UEA,UHL,UDL,UCL	PE1P1	1.37	44.23	31.98	12.81	11.57					
	Adjacent Collocation - DS3 Cross-Connects			UEA,UHL,UDL,UCL	PE1P3	18.61	41.93	30.51	14.75	11.83					
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	3.15	41.93	30.51	14.76	11.84					
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	6.02	51.29	39.87	19.41	16.49					
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		3,165.50								
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.44									
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	10.88									
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	16.32									
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	37.68									
PHYSICAL COLLOCATION IN THE REMOTE SITE															
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA	617.78		338.89							
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	219.67									
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD	26.29									
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR	232.64									

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 in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		75.40								
	Remote Site OLEC Data (BRSD), per Compact Disk, per CO			CLORS	PE1RR		233.42								
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		33.98	21.53							
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		44.26	27.81							
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		54.54	34.09							
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		1.01						
	Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		742.12								
	Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX		1,729.11		45.16						
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX		7.99								
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX		8.06								
	Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX		17.38								
	Virtual Collocation - 2-wire Cross Connects (loop)			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,U EQ, UNCVX, UNCDX, UNCNX	UEAC2	0.0309	24.68	23.68	12.14	10.95					
	Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL, UAL, UDN, UNCVX, UNCDX	UEAC4	0.0619	24.88	23.82	12.77	11.46					
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC2F	3.80	41.94	30.51	14.76	11.84					
	Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC4F	7.59	51.29	39.87	19.41	16.49					
	Virtual collocation - Special Access & UNE, cross-connect per DS1			USL,ULC, ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, UEPEX, UEPDFX	CNC1X	1.48	44.23	31.98	12.81	11.57					
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL,UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	18.89	41.93	30.51	14.75	11.83					
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear 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								

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	SOMAN	SOMAN	
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		535.55										
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA		1,524.45	980.01	267.02								
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE18B		656.37		379.70								
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		9.65		11.84								
	Virtual Collocation Cable Records -DS1, per T1TIE			AMTFS	VE1BD		4.52		5.54								
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		15.81		19.39								
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		169.63		154.85								
	Virtual collocation - Security Escort - Basic, per half 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 - Request Resend of CFA Information, per CLI			AMTFS	VE1QR		77.55										
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							
	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							
	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							
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0.0309	24.68	23.68	12.14	10.95							
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	VE1R2	0.0309	24.68	23.68	12.14	10.95							
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	VE1R2	0.0309	24.68	23.68	12.14	10.95							
	Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	VE1R4	1.48	44.23	31.98	12.81	11.57							
Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.																	

COLLOCATION - Louisiana										Attachment: 4		Exhibit: B				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-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								
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	0.0318	11.94	11.46								
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	0.0318	11.94	11.46								
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.0318	11.94	11.46								
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.0318	11.94	11.46								
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	PE1R2	0.0318	11.94	11.46								
	Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	0.0636	12.04	11.53								
PHYSICAL COLLOCATION																
	Physical Collocation - Initial Application Fee			CLO	PE1BA		1,837.24									
	Physical Collocation - Subsequent Application Fee			CLO	PE1CA		1,533.41									
	Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		741.97									
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		583.33									
	Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.31										
	Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL	2.70										
	Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM	91.60										
	Physical Collocation - Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		841.54									
	Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ	5.30										
	Physical Collocation - Cable Support Structure, per Entrance Cable			CLO	PE1PM	18.31										
	Physical Collocation - Power, -48V DC Power - per Fused Amp	I		CLO	PE1FL	8.32										
	Physical Collocation - Power Reconfiguration Only, Application Fee	I		CLO	PE1PR		398.76									
	Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB	5.45										
	Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD	10.92										
	Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	16.37										
	Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	37.80										
	Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL,UEQ, UNLDX,UNCNX, UEA, UCL, UAL, UHL, UDC, UDN, UNCXX	PE1P2	0.0318	11.94	11.46								
	Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCXX, UNCDX, UCL, UDL	PE1P4	0.0636	12.04	11.53								
	Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L,WDS1S, UXTD1, ULDD1, USLEL, UNLD1, UEPEX, UEPOX, USL, ULC, U1TD1, UNC1X	PE1P1	1.04	21.39	15.47								

COLLOCATION - Louisiana

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4		Exhibit: B				
						Rec	Nonrecurring		Nonrecurring Disconnect			SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
							First	Add'l	First									Add'l
	Physical Collocation - DS3 Cross-Connect, provisioning			UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3	PE1P3	13.21	20.28	14.76										
	Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	2.62	20.28	14.76										
	Physical Collocation - 4-Fiber Cross-Connect			ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	4.65	24.81	19.29										
	Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW	184.50												
	Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW	18.10												
	Physical Collocation - Security Access System - Security System per Central Office, per Sq. Ft.			CLO	PE1AY	0.0224												
	Physical Collocation -Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1	0.0579	27.50											
	Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		7.74											
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		22.64											
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		13.01											
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.01											
	Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR		1,044.07											
	Physical Collocation - CFA Information Resend Request, per premises, per request			CLO	PE1C9		77.43											
	Recurring Collocation Cable Records - per request			CLO	PE1CU	10.97												
	Recurring Collocation Cable Records - VG/DS0 Cable, per cable record			CLO	PE1CE	5.29												
	Recurring Collocation Cable Records - VG/DS0 Cable, per each 100 pair			CLO	PE1CT	0.08												
	Recurring Collocation Cable Records - DS1, per T1TIE			CLO	PE1C2	0.04												
	Recurring Collocation Cable Records - DS3, per T3TIE			CLO	PE1C4	0.13												
	Recurring Collocation Cable Records - Fiber Cable, per 99 fiber records			CLO	PE1CG	1.37												
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		16.44	10.42										
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		21.41	13.45										
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		26.38	16.49										
	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV		33.00											
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS0 Circuit			CLO	PE1B0		33.00											
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00											

CATEGORY	RATE ELEMENTS	Inter m Zone	BCS	USOC	RATES (\$)				Svc Order per LSR	Svc Order Submitted Manually per LSR	Attachment: 4										
					Nonrecurring	Nonrecurring	Nonrecurring Disconnect	OSS Rates (\$)			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								
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested		CLORS	PE1RE	36.47	233.21															
	Remote Site DLEC Data (BRSD), per Compact Disk, per CD		CLORS	PE1RR		233.21															
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour		CLORS	PE1BT		16.44	10.42														
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour		CLORS	PE1OT		21.41	13.45														
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour		CLORS	PE1PT		26.38	16.49														
	Remote Site-Adjacent Collocation - AC Power, per breaker amp		CLORS	PE1RS																	
	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 - Application Fee		AMTFS	EAF	1,770.40																
	Virtual Collocation Administration Only - Application Fee		AMTFS	VE1AF	741.97																
	Virtual Collocation - Cable Installation Cost, per cable		AMTFS	ESPCX	841.54																
	Virtual Collocation - Floor Space, per sq. ft.		AMTFS	ESPAV	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)		AMTFS	UEAC2	0.0296	11.94	11.46														
	Virtual Collocation - 4-wire Cross Connects (loop)		AMTFS	UEAC4	0.0591	12.04	11.53														
	Virtual Collocation - 2-Fiber Cross Connects		AMTFS	GNC2F	2.65	20.29	14.76														
	Virtual Collocation - 4-Fiber Cross Connects		AMTFS	GNC4F	5.31	24.81	19.29														
	Virtual collocation - Special Access & UNE, cross-connect per DS1		AMTFS	GNC1X	1.04	21.39	15.47														
	Virtual collocation - Special Access & UNE, cross-connect per DS3		AMTFS	GND3X	13.21	20.28	14.76														
	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																

CATEGORY	RATE ELEMENTS	Intent	Zone	BCS	USOC	RATES (\$)				OSS Rates (\$)			
						Rec	First	Add'l	Nonrecurring	First	Add'l	Nonrecurring	Disconnect
Svc Order	Submitted Elec per LSR	Submitted Manually	Charge - Incremental	Charge - Manual Svc	Charge - Incremental	Charge - Manual Svc	Order vs. Electronic- Add'l	Order vs. Electronic- Disc 1st	Order vs. Electronic- Disc Add'l	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual Collocation - Co-carrier Cross Connects - Copper/Coax			AMTFS	VE1CE		534.79						
	Cable Support Structure, per cable			AMTFS	VE1BA		10.97						
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable			AMTFS	VE1BB		5.29						
	Virtual Collocation Cable Records - VG/DS0 Cable, per each			AMTFS	VE1BC		0.08						
	Virtual Collocation Cable Records - DS1, per 111E			AMTFS	VE1BD		0.04						
	Virtual Collocation Cable Records - DS3, per 131E			AMTFS	VE1BE		0.13						
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber			AMTFS	VE1BF		1.37						
	Virtual collocation - Security Escort - Basic, per half hour			AMTFS	SPTBX		16.44	10.42					
	Virtual collocation - Security Escort - Premium, per half hour			AMTFS	SPTOX		21.41	13.45					
	Virtual collocation - Security Escort - Premium, per half hour			AMTFS	SPTPX		26.38	16.49					
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRFX		27.12	10.42					
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		35.42	13.45					
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		43.72	16.49					
	Virtual Collocation - Request Resend of CFA Information, per			AMTFS	VE1QR		77.43						
	Virtual Collocation - 2-wire Cross Connect, Exchange Port 2-			UEPSR	VE1R2	11.94	0.0296	11.46					
	Wire Analog - Res			UEPSR	VE1R2	11.94	0.0296	11.46					
	Virtual Collocation - 2-wire Cross Connect, Exchange Port 2-			UEPSP	VE1R2	11.94	0.0296	11.46					
	Wire Line Side PBX Trunk - Bus			UEPSP	VE1R2	11.94	0.0296	11.46					
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire			UEPSE	VE1R2	11.94	0.0296	11.46					
	Voice Grade PBX Trunk - Res			UEPSE	VE1R2	11.94	0.0296	11.46					
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire			UEPSB	VE1R2	11.94	0.0296	11.46					
	Analog Bus			UEPSB	VE1R2	11.94	0.0296	11.46					
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire			UEPSX	VE1R2	11.94	0.0296	11.46					
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire			UEPTX	VE1R2	11.94	0.0296	11.46					
	Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire			UEPEX	VE1R4	12.04	0.0591	11.53					

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

COLLOCATION - Mississippi

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-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							First	Add'l	First							Add'l
											OSS Rates (\$)					
											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						
	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						
	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						
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.0288	12.37	11.87	6.04	5.45						
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.0288	12.37	11.87	6.04	5.45						
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	PE1R2	0.0288	12.37	11.87	6.04	5.45						
	Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	0.0576	12.47	11.94	6.59	5.91						
PHYSICAL COLLOCATION																
	Physical Collocation - Initial Application Fee			CLO	PE1BA		1,890.38									
	Physical Collocation - Subsequent Application Fee			CLO	PE1CA		1,575.69									
	Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		740.76									
	Physical Collocation - Space Preparation - Firm Order Processing	I		CLO	PE1SJ		604.19									
	Physical Collocation - Space Preparation - C.O. Modification per square ft.	I		CLO	PE1SK	2.30										
	Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot	I		CLO	PE1SL	2.52										
	Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage	I		CLO	PE1SM	85.67										
	Physical Collocation - Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		926.27		22.62							
	Physical Collocation - Floor Space, per sq feet			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 Reconfiguration Only, Application Fee	I		CLO	PE1PR		398.76									
	Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp	I		CLO	PE1FB	5.29										
	Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp	I		CLO	PE1FD	10.58										
	Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp	I		CLO	PE1FE	15.87										
	Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp	I		CLO	PE1FG	36.65										
	Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL,UEQ, UNLDX, UNCNX, UEA, UCL, UAL, UHL, UDC, UDN, UNCVX	PE1P2	0.0288	12.37	11.87	6.04	5.45						
	Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0576	12.47	11.94	6.59	5.91						
	Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L,WDS1S, UXTD1, ULDD1, USLEL, UNLD1, UEPEX, UEPDX, USL, ULC, U1TD1, UNC1X	PE1P1	1.14	22.16	16.02	6.60	5.97						

COLLOCATION - Mississippi

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4		Exhibit: B		
						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
	Physical Collocation - DS3 Cross-Connect, provisioning			UE3,U1TD3, UXTD3, UXTS1, UNCSX, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3	PE1P3	14.49	21.01	15.29	7.61	6.10						
	Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	2.87	21.01	15.29	7.61	6.10						
	Physical Collocation - 4-Fiber Cross-Connect			ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	5.10	25.70	19.97	10.01	8.50						
	Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW	183.20										
	Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW	17.97										
	Physical Collocation - Security Access System, Security System, per Central Office	I		CLO	PE1AX	75.23										
	Physical Collocation - Security Access System - New Card Activation, per Card Activation (First), per State	I		CLO	PE1A1	0.0576	27.95									
	Physical Collocation - Security Access System - Administrative Change, existing Access Card, per Request, per State, per Card	I		CLO	PE1AA		7.84									
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		22.91									
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		13.17									
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.17									
	Physical Collocation - Space Availability Report, per Central Office Requested	I		CLO	PE1SR		1,081.40									
	Physical Collocation - CFA Information Resend Request, per premises, per request			CLO	PE1C9		77.41									
	Physical Collocation - Cable Records, per request			CLO	PE1CR		763.69	490.94	133.77							
	Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		328.81		190.22							
	Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		4.84		5.93							
	Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		2.27		2.78							
	Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		7.92		9.72							
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		84.98		77.58							
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		17.02		10.79							
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		22.17		13.94							
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		27.32		17.08							
	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00									

COLLOCATION - Mississippi

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4		Exhibit: B					
									Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
									Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)		
						First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3											
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR											
	Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP											
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS											
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE											
	Physical Collocation - Virtual to Physical Collocation In-Place/Relocation, space cable facilities assigned to Collocation Space, per 700 cable pairs or fraction thereof			CLO	PE1B7											
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear ft.			CLO	PE1ES	0.001										
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per lin. ft.			CLO	PE1DS	0.0015										
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT											
	Physical Collocation - Copper Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EA											
	Physical Collocation - Copper Entrance Cable Installation, per 100 Pairs			CLO	PE1EB											
	Physical Collocation - Fiber Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EC											
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED											
	Physical Collocation - Application Cost, Simple Augment			CLO	PE1KS											
	Physical Collocation - Application Cost, Minor Augment			CLO	PE1KM											
	Physical Collocation - Application Cost, Intermediate Augment			CLO	PE1K1											
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Fiber Cable Support Structure, per cable			CLO	PE1DU											
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per cable			CLO	PE1DV											
ADJACENT COLLOCATION																
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0678										
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	4.68										
	Adjacent Collocation - 2-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1P2	0.0223	12.37	11.87	6.04	5.45						
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1P4	0.0446	12.47	11.94	6.59	5.91						
	Adjacent Collocation - DS1 Cross-Connects			UEA,UHL,UDL,UCL	PE1P1	1.05	22.16	16.02	6.60	5.97						
	Adjacent Collocation - DS3 Cross-Connects			UEA,UHL,UDL,UCL	PE1P3	14.27	21.01	15.29	7.61	6.10						
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	2.42	21.01	15.29	7.61	6.10						
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	4.62	25.70	19.97	10.01	8.50						
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		1,585.83									
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.29										
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	10.58										
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	15.87										
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	36.65										
PHYSICAL COLLOCATION IN THE REMOTE SITE																
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		309.48		168.63							
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	210.05										
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		13.17									
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		116.54									

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							OSS Rates (\$)	
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN		
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		37.77										
	Remote Site DLEC Data (BRSDDD), per Compact Disk, per CO			CLORS	PE1RR		233.14										
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		17.02	10.79									
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		22.17	13.94									
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		27.32	17.08									
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		1,212.25		0.51								
	Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		740.76										
	Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX		926.27		22.62								
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX		5.74										
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX		7.33										
	Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX		15.24										
	Virtual Collocation - 2-wire Cross Connects (loop)			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,U EQ, UNCVX, UNCDX, UNCNX	UEAC2	0.0268	12.37	11.87	6.04	5.45							
	Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL, UAL, UDN, UNCVX, UNCDX	UEAC4	0.0536	12.47	11.94	6.59	5.91							
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC2F	2.91	21.01	15.29	7.61	6.10							
	Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC4F	5.82	25.70	19.97	10.01	8.50							
	Virtual Collocation - Special Access & UNE, cross-connect per DS1			USL,U/LC, U/LR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, UEPEX, UEPDX	CNC1X	1.14	22.16	16.02	6.60	5.97							
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL,UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UOLSX, UNLD3	CND3X	14.49	21.01	15.29	7.61	6.10							
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot			AMTFS	VE1CB	0.0025											
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0037											
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure,per cable			AMTFS	VE1CC		534.65										

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							OSS Rates (\$)	
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		534.65										
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA		763.69	490.94	133.77								
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		328.81		190.22								
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		4.84		5.93								
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		2.27		2.78								
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		7.92		9.72								
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		84.98		77.58								
	Virtual collocation - Security Escort - Basic, per half hour			AMTFS	SPTBX		17.02	10.79									
	Virtual collocation - Security Escort - Overtime, per half hour			AMTFS	SPTOX		22.17	13.94									
	Virtual collocation - Security Escort - Premium, per half hour			AMTFS	SPTPX		27.32	17.08									
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		28.09	10.79									
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		36.69	13.94									
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		45.28	17.08									
	Virtual Collocation - Request Resend of CFA Information, per CLI			AMTFS	VE1QR		77.41										
VIRTUAL COLLOCATION																	
	Virtual Collocation - 2-wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	VE1R2	0.0268	12.37	11.87	6.04	5.45							
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	VE1R2	0.0268	12.37	11.87	6.04	5.45							
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	VE1R2	0.0268	12.37	11.87	6.04	5.45							
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0.0268	12.37	11.87	6.04	5.45							
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	VE1R2	0.0268	12.37	11.87	6.04	5.45							
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	VE1R2	0.0268	12.37	11.87	6.04	5.45							
	Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	VE1R4	0.0536	12.47	11.94	6.59	5.91							
Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.																	

COLLOCATION - North Carolina

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
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 - Initial Application Fee	I		CLO	PE1BA		2,322.00									
	Physical Collocation - Subsequent Application Fee			CLO	PE1CA		2,311.00									
	Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		741.44									
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		1,196.00									
	Physical Collocation - Space Preparation - C.O. Modification per square ft.	I		CLO	PE1SK	2.42										
	Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot	I		CLO	PE1SL	2.88										
	Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage	I		CLO	PE1SM	97.98										
	Space Preparation Fees - Power Per Nominal -48V Dc Amp	I		CLO	PE1FH	5.76										
	Physical Collocation - Cable Installation, Pricing, non-recurring charge, per Entrance Cable	I		CLO	PE1BD		1,701.00									
	Physical Collocation - Floor Space, per sq feet	I		CLO	PE1PJ	2.30										
	Physical Collocation - Cable Support Structure, per Entrance Cable	I		CLO	PE1PM	20.57										
	Physical Collocation - Power, -48V DC Power - per Fused Amp	I		CLO	PE1PL	7.65										
	Physical Collocation - Power Reconfiguration Only, Application Fee	I		CLO	PE1PR		399.13									
	Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp	I		CLO	PE1FB	5.50										
	Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp	I		CLO	PE1FD	11.01										
	Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp	I		CLO	PE1FE	16.51										
	Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp	I		CLO	PE1FG	38.12										
	Physical Collocation - 2-wire cross-connect, loop, provisioning	I		UEANL, UEQ, UNLDX, UNC NX, UEA, UCL, UAL, UHL, UDC, UDN, UNCVX	PE1P2	0.0309	33.53	31.65								
	Physical Collocation - 4-wire cross-connect, loop, provisioning	I		UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0618	33.67	31.70								
	Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning	I		WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, UEPEX, UE PDX, USL, ULC, U1TD1, UNC1X	PE1P1	1.38	52.87	39.86								

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 - DS3 Cross-Connect, provisioning	I		UE3,U1TD3, UXTD3, UXTS1, UNCSX, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3	PE1P3	17.62	51.97	38.59								
	Physical Collocation - 2-Fiber Cross-Connect	I		CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	3.50	51.97	38.59								
	Physical Collocation - 4-Fiber Cross-Connect	I		ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	6.20	64.53	51.15								
	Physical Collocation - Space enclosure, welded wire, first 100 square feet	I		CLO	PE1BW		559.81									
	Physical Collocation - Space enclosure, welded wire, each additional 50 square feet	I		CLO	PE1CW		25.37									
	Physical Collocation - Security Access System - Security System per Central Office, per Sq. Ft.			CLO	PE1AY	0.0135										
	Physical Collocation - Security Access System - New Card Activation, per Card Activation (First), per State	I		CLO	PE1A1	0.062	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 Central Office Requested	I		CLO	PE1SR		2,140.00	2,140.00								
	Physical Collocation - CFA Information Resend Request, per premises, per request			CLO	PE1C9		77.48									
	Physical Collocation - Cable Records, per request			CLO	PE1CR		1,707.00									
	Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		923.08									
	Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		18.02									
	Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		8.43									
	Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		29.51									
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		278.82									
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		33.68	21.34								
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		43.87	27.57								
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		54.06	33.80								
	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00									

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
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00									
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR		23.00									
	Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		23.00									
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		33.00									
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		37.00									
	Physical Collocation - Virtual to Physical Collocation In-Place/Relocation, space cable facilities assigned to Collocation Space, per 700 cable pairs or fraction thereof			CLO	PE1B7		592.00									
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear ft.			CLO	PE1ES	0.0028										
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect Copper/Coax Cable Support Structure, per lin. ft.			CLO	PE1DS	0.0041										
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		583.66									
	Physical Collocation - Copper Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EA		1,167.175	42.68								
	Physical Collocation - Copper Entrance Cable Installation, per 100 Pairs			CLO	PE1EB		18.086									
	Physical Collocation - Fiber Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EC		971.852	42.68								
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		7.234									
	Physical Collocation - Application Cost, Simple Augment			CLO	PE1KS		575.93		1.16							
	Physical Collocation - Application Cost, Minor Augment			CLO	PE1KM		806.66		1.16							
	Physical Collocation - Application Cost, Intermediate Augment			CLO	PE1K1		1,023.00		1.16							
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Fiber Cable Support Structure, per cable	I		CLO	PE1DU		532.72									
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per cable	I		CLO	PE1DV		532.72									
ADJACENT COLLOCATION																
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.1555										
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.78										
	Adjacent Collocation - 2-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1P2	0.0239	33.53	31.65								
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1P4	0.0477	33.67	31.70								
	Adjacent Collocation - DS1 Cross-Connects			UEA,UHL,UDL,UCL	PE1P1	1.28	52.87	39.86								
	Adjacent Collocation - DS3 Cross-Connects			UEA,UHL,UDL,UCL	PE1P3	17.35	51.97	38.59								
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	2.94	51.97	38.59								
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	5.62	64.53	51.15								
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		3,139.00									
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.50										
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	11.01										
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	16.51										
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	38.12										
PHYSICAL COLLOCATION IN THE REMOTE SITE																
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		865.34									
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	254.02										
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		26.06									
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		230.60									

COLLOCATION - North Carolina																
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4				Exhibit: B			
									Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation in the Remote Site - Remote Site CLI Code Request, per CLI Code Requested			CLORS	PE1RE	74.74										
	Remote Site DLEC Data (BRSD), per Compact Disk, per CO			CLORS	PE1RR	232.94										
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT	33.68		21.34								
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT	43.87		27.57								
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT	54.06		33.80								
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27										
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134										
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU	755.62		755.62								
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																
VIRTUAL COLLOCATION																
	Virtual Collocation - Application Fee			AMTFS	EAF	1,208.00			1.16			26.94	12.76			
	Virtual Collocation Administrative Only - Application Fee	I		AMTFS	VE1AF	741.44										
	Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX	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	12.60										
	Virtual Collocation - 2-wire Cross Connects (loop)			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ, UNCVX, UNCDX, UNCNX	UEAC2	0.0208						26.94	12.76			
	Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL, UAL, UDN, UNCVX, UNCDX	UEAC4	0.0417						26.94	12.76			
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC2F	1.86						26.94	12.76			
	Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC4F	3.73						26.94	12.76			
	Virtual collocation - Special Access & UNE, cross-connect per DS1			USL,UJC, ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, UEPEX, UEPDX	CNC1X	0.3978						26.94	12.76			
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL,UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	4.18						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			

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							OSS Rates (\$)				
							First	Add'l	First							Add'l	SOME C	SOMAN	SOMAN	SOMAN
	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	1474.00 I	947.42 S	247.64 I	247.64 S											
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB	629.42 I	629.42 S	350.10 I	350.10 S											
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC	8.87 I	8.87 S	10.43 I	10.43 S											
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD	4.40 I	4.40 S	5.17 I	5.17 S											
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE	15.38 I	15.38 S	18.09 I	18.09 S											
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF	165.38 I	165.38 S	144.87 I	144.87 S											
	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	52.59	21.45					26.94	12.76							
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM	70.24	28.11					26.94	12.76							
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM	87.88	34.77					26.94	12.76							
	Virtual Collocation - Request Resend of CFA Information, per CLI			AMTFS	VE1QR	77.48														
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.																				

COLLOCATION - South Carolina

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4		Exhibit: B		
												Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect			OSS Rates (\$)				
	First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	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						
	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						
	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						
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.0341	12.32	11.83	6.04	5.45						
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.0341	12.32	11.83	6.04	5.45						
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	PE1R2	0.0341	12.32	11.83	6.04	5.45						
	Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	1.12	22.08	15.96	6.42	5.80						
PHYSICAL COLLOCATION																
	Physical Collocation - Initial Application Fee			CLO	PE1BA		1,883.67									
	Physical Collocation - Subsequent Application Fee			CLO	PE1CA		1,570.10									
	Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		743.66									
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		602.05									
	Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK		2.75									
	Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL		3.24									
	Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM		110.16									
	Physical Collocation - Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		794.22		22.54							
	Physical Collocation - Floor Space, per sq feet			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 Reconfiguration Only, Application Fee			CLO	PE1PR		400.33									
	Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB		5.67									
	Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD		11.36									
	Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE		17.03									
	Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG		39.33									
	Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL,UEQ, UNLDX, UNCNX, UEA, UCL, UAL, UHL, UDC, UDN, UNCVX	PE1P2	0.0341	12.32	11.83	6.04	5.45						
	Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0682	12.42	11.90	6.40	5.74						
	Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L,WDS1S, UXTD1, ULDD1, USLEL, UNLD1, UEPEX, UEPDX, USL, ULC, U1TD1, UNC1X	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	SOMEC	SOMAN	SOMAN	SOMAN
	Physical Collocation - DS3 Cross-Connect, provisioning			UE3,U1TD3, UXTD3, UXTS1, UINC3X, UNC3X, ULDD3, U1TS1,ULDS1, UNLD3	PE1P3	14.21	20.94	15.23	7.39	5.93										
	Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	2.82	20.94	15.23	7.40	5.93										
	Physical Collocation - 4-Fiber Cross-Connect			ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	5.01	25.61	19.90	9.73	8.26										
	Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW	219.19														
	Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW	21.50														
	Physical Collocation - Security Access System, Security System, per Central Office			CLO	PE1AX	74.72														
	Physical Collocation - Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1	0.0601	27.85													
	Physical Collocation - Security Access System - Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		7.81													
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		22.83													
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		13.13													
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.13													
	Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR		1,077.57													
	Physical Collocation - CFA Information Resend Request, per premises, per request			CLO	PE1C9		77.71													
	Physical Collocation - Cable Records, per request			CLO	PE1CR		760.98	489.20	133.29											
	Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		327.65		189.54											
	Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		4.82		5.91											
	Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		2.26		2.77											
	Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		7.90		9.68											
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		84.68		77.30											
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		16.96	10.75												
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		22.10	13.89												
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		27.23	17.02												
	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV		33.00													
	Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00													
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00													

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	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00									
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR		23.00									
	Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		23.00									
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		33.00									
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		37.00									
	Physical Collocation - Virtual to Physical Collocation In-Place/Relocation, space cable facilities assigned to Collocation Space, per 700 cable pairs or fraction thereof			CLO	PE1B7		592.00									
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear ft.			CLO	PE1ES	0.001										
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per lin. ft.			CLO	PE1DS	0.0015										
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		584.42									
	Physical Collocation - Copper Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EA		1,136.597	42.808								
	Physical Collocation - Copper Entrance Cable Installation, per 100 Pairs			CLO	PE1EB		18.14									
	Physical Collocation - Fiber Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EC		940.686	42.808								
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		7.256									
	Physical Collocation - Application Cost, Simple Augment			CLO	PE1KS		594.27		1.21							
	Physical Collocation - Application Cost, Minor Augment			CLO	PE1KM		833.26		1.21							
	Physical Collocation - Application Cost, Intermediate Augment			CLO	PE1K1		1,058.00		1.21							
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Fiber Cable Support Structure, per cable	I		CLO	PE1DU		536.56									
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per cable	I		CLO	PE1DV		536.56									
ADJACENT COLLOCATION																
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0939										
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	6.40										
	Adjacent Collocation - 2-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1P2	0.0264	12.32	11.83	6.04	5.45						
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1P4	0.0527	12.42	11.90	6.40	5.74						
	Adjacent Collocation - DS1 Cross-Connects			UEA,UHL,UDL,UCL	PE1P1	1.03	22.08	15.96	6.42	5.80						
	Adjacent Collocation - DS3 Cross-Connects			UEA,UHL,UDL,UCL	PE1P3	14.00	20.94	15.23	7.39	5.93						
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	2.37	20.94	15.23	7.40	5.93						
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	4.53	25.61	19.90	9.73	8.26						
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		1,580.20									
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.67										
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	11.36										
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	17.03										
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	39.33										
PHYSICAL COLLOCATION IN THE REMOTE SITE																
	Physical Collocation in the Remote Site - Application Fee			CLOAC	PE1RA		308.38		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									
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLOAC	PE1SR		116.13									

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
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		37.64								
	Remote Site DLEC Data (BRSD), per Compact Disk, per CO			CLORS	PE1RR		234.50								
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		16.96	10.75							
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		22.10	13.89							
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		27.23	17.02							
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		1,207.95			0.51					
	Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		743.66								
	Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX		794.22		22.54						
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	3.95									
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	9.19									
	Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX	18.66									
	Virtual Collocation - 2-wire Cross Connects (loop)			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ, UNCVX, UNCDX, UNCNX	UEAC2	0.0317	12.32	11.83	6.04	5.45					
	Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL, UAL, UDN, UNCVX, UNCDX	UEAC4	0.0634	12.42	11.90	6.40	5.74					
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC2F	2.86	20.94	15.23	7.40	5.93					
	Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC4F	5.71	25.61	19.90	9.73	8.26					
	Virtual collocation - Special Access & UNE,cross-connect per DS1			USL,ULC, ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, UEPEX, UEPDX	CNC1X	1.12	22.08	15.96	6.42	5.80					
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL,UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLXS, UNLD3	CND3X	14.21	20.94	15.23	7.39	5.93					
	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								

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	SOME C	SOMAN	SOMAN	SOMAN
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		536.56													
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA		760.98	489.20	133.29											
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		327.65		189.54											
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		4.82		5.91											
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		2.26		2.77											
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		7.90		9.68											
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		84.68		77.30											
	Virtual collocation - Security Escort - Basic, per half hour			AMTFS	SPTBX		16.96		10.75											
	Virtual collocation - Security Escort - Overtime, per half hour			AMTFS	SPTOX		22.10		13.89											
	Virtual collocation - Security Escort - Premium, per half hour			AMTFS	SPTPX		27.23		17.02											
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		27.99		10.75											
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		36.56		13.89											
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		45.12		17.02											
	Virtual Collocation - Request Resend of CFA Information, per CLI			AMTFS	VE1QR		77.71													
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										
	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										
	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										
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0.0317	12.32	11.83	6.04	5.45										
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	VE1R2	0.0317	12.32	11.83	6.04	5.45										
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	VE1R2	0.0317	12.32	11.83	6.04	5.45										
	Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	VE1R4	1.12	22.08	15.96	6.42	5.80										
Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.																				

COLLOCATION - Tennessee																
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 First	Add'l	Nonrecurring First	Disconnect Add'l			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
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
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									
	Physical Collocation Administrative Only - Application Fee	I		CLO	PE1BL		743.25									
	Physical Collocation - Space Preparation - Firm Order Processing	I		CLO	PE1SJ		1,204.00									
	Physical Collocation - Space Preparation - C.O. Modification per square ft.	I		CLO	PE1SK	2.74										
	Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot	I		CLO	PE1SL	2.95										
	Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage	I		CLO	PE1SM	100.14										
	Physical Collocation - Cageless - Cable Installation Cost, per cable			CLO	PE1ZA		1,749.00									
	Physical Collocation - Cageless - Floor Space, per sq. ft.			CLO	PE1ZB	3.91										
	Physical Collocation - Floor Space, per sq feet	I		CLO	PE1PJ	5.94										
	Physical Collocation - Cageless - Cable Support Structure, per Entrance Cable			CLO	PE1CJ	17.87										
	Physical Collocation - Cable Support Structure, per Entrance Cable	I		CLO	PE1PM	19.80										
	Physical Collocation - Cageless - Power, per Fused Amp			CLO	PE1ZC	6.79										
	Physical Collocation - Power, -48V DC Power - per Fused Amp	I		CLO	PE1PL	8.87										
	Physical Collocation - Power Reconfiguration Only, Application Fee	I		CLO	PE1PR		400.10									
	Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp	I		CLO	PE1FB	5.60										
	Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp	I		CLO	PE1FD	11.22										
	Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp	I		CLO	PE1FE	16.82										
	Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp	I		CLO	PE1FG	38.84										
	Physical Collocation - 2-wire cross-connect, loop, provisioning	I		UEANL,UEQ, UNLDX, UNCNCX, UEA, UCL, UAL, UHL, UDC, UDN, UNCVX	PE1P2	0.033	33.82	31.92								
	Physical Collocation - Cageless - 2-Wire Cross-Connects			UNLDX, UNCNCX, UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1ZD	0.57	11.62	9.90	10.38	8.66						
	Physical Collocation - 4-wire cross-connect, loop, provisioning	I		UNCDX, UCL, UDL	PE1P4	0.066	33.94	31.95								
	Physical Collocation - Cageless - 4-Wire Cross Connects			UNCVX, UNCDX,	PE1ZE	0.57	11.81	10.04	10.44	8.67						

COLLOCATION - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4		Exhibit: B	
						Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l			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
	Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning	I		WDS1L,WDS1S, UXTD1, ULDD1, USLEL, UNLD1, UEPEX, UEPDX, USL, ULC, U1TD1, UNC1X	PE1P1	1.51	53.27	40.16								
	Physical Collocation - Cageless - DS1 Cross Connects			WDS1L,WDS1S, UXTD1, ULDD1, USLEL, UNLD1, UEPEX, UEPDX	PE1ZF	1.32	32.22	17.76	10.46	8.75						
	Physical Collocation - DS3 Cross-Connect, provisioning	I		UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3	PE1P3	19.26	52.37	38.89								
	Physical Collocation - Cageless - DS3 Cross Connects			UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3	PE1ZG	12.32	29.97	16.30	12.03	8.99						
	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		ULD03, 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			ULD03, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1CL	6.06	50.53	38.78	16.97	14.35						
	Physical Collocation - Space enclosure, welded wire, first 100 square feet	I		CLO	PE1BW	218.53										
	Physical Collocation - Space enclosure, welded wire, each additional 50 square feet	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 Card Activation, per Card Activation (First), per State	I		CLO	PE1A1	0.059	55.67									
	Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		15.61									
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		45.64									
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		26.24									
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		26.24									

COLLOCATION - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4		Exhibit: B				
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First			Add'l	SOME C	SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
															SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR		2,027.00	2,154.00										
	Physical Collocation - CFA Information Resend Request, per premises, per request			CLO	PE1C9		77.67											
	Physical Collocation - Cable Records, per request	I		CLO	PE1CR		1,711.00											
	Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)	I		CLO	PE1CD		925.06											
	Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair	I		CLO	PE1CO		18.05											
	Physical Collocation, Cable Records, DS1, per T1 TIE	I		CLO	PE1C1		8.45											
	Physical Collocation, Cable Records, DS3, per T3 TIE	I		CLO	PE1C3		29.57											
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)	I		CLO	PE1CB		279.42											
	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 for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		33.91	21.49										
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		44.17	27.76										
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		54.42	34.02										
	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit	I		CLO	PE1BV		33.00											
	Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit	I		CLO	PE1BO		33.00											
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit	I		CLO	PE1B1		52.00											
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit	I		CLO	PE1B3		52.00											
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit	I		CLO	PE1BR		23.00											
	Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit	I		CLO	PE1BP		23.00											
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit	I		CLO	PE1BS		33.00											
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit	I		CLO	PE1BE		37.00											
	Physical Collocation - Virtual to Physical Collocation In-Place/Relocation, space cable facilities assigned to Collocation Space, per 700 cable pairs or fraction thereof	I		CLO	PE1B7		592.00											
	Physical Caged Collocation-App Cost(initial & sub)-Planning, per request			CLO	PE1AC	16.16	2,903.66											
	Physical Caged Collocation-Space Prep-Grounding, per location			CLO	PE1BB	4.32												
	Physical Collocation, Caged Collocation - Space Prep-Power Cable, 40 AMP, includes 20 AMP A and B Feed			CLO	PE1SN		142.40											
	Physical Collocation, Caged Collocation - Space Prep-Power Cable, 100 AMP, includes 50 AMP A and B Feed			CLO	PE1SO		185.72											
	Physical Collocation, Caged Collocation - Space Prep-Power Cable, 200 AMP, includes 100 AMP A and B Feed			CLO	PE1SP		242.05											
	Physical Caged Collocation-Space Enclosure-Cage Preparation, per first 100 sq. ft.			CLO	PE1S1	110.97												
	Physical Caged Collocation-Space Enclosure-Cage Preparation2, per add'l 50 sq. ft.			CLO	PE1S5	55.49												

COLLOCATION - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4		Exhibit: B			
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect				SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
									First	Add'l								
OSS Rates (\$)													SOMAN	SOMAN	SOMAN	SOMAN		
	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.			UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3	PE12C	0.0475	7.68											
	Physical Caged Collocation-4-wire Cross Connects-Voice Grade Ckts, per ckt.			UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3	PE14C	0.0475	7.68											
	Physical Caged Collocation-DS1 Cross Connects-connection to DCS, per ckt.			UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3	PE11S	7.68	41.65											
	Physical Caged Collocation-DS1 Cross Connects-Connection to DSX, per ckt.			UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3	PE11X	0.38	41.65											
	Physical Caged Collocation-DS3 Cross Connects-Connection to DCS, per ckt.			U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3	PE13S	53.96	298.03											
	Physical Caged Collocation-DS3 Cross Connects-Connection to DSX, per ckt.			U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3	PE13X	9.32	298.03											
	Physical Caged Collocation-Security Access-Access Cards, per 5 Cards			CLO	PE1A2		76.10											
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear ft.			CLO	PE1ES	0.0013												
	Physical Collocation - Cageless - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear ft.			CLO	PE1ZH	0.0031												
	Physical Collocation - Cageless - Co-Carrier Cross Connects-Fiber Cable Support Structure, per cable			CLO	PE1ZK		555.03											
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect Copper/Coax Cable Support Structure, per lin. ft.			CLO	PE1DS	0.0019												
	Physical Collocation - Cageless - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft.			CLO	PE1ZJ	0.0045												

COLLOCATION - Tennessee																	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4		Exhibit: B			
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First			Add'l	SOME C	SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
												OSS Rates (\$)					
												SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - Cageless - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			CLO	PE1ZL		555.03										
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		585.09										
	Physical Collocation - Copper Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EA		1,279.91	42.784									
	Physical Collocation - Copper Entrance Cable Installation, per 100 Pairs			CLO	PE1EB		18.13										
	Physical Collocation - Fiber Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EC		1,084.11	42.784									
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		7.252										
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect Fiber Cable Support Structure, per cable	I		CLO	PE1DU		555.03										
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect Copper/Coax Cable Support Structure, per cable	I		CLO	PE1DV		555.03										
ADJACENT COLLOCATION																	
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0656											
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.53											
	Adjacent Collocation - 2-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1P2	0.34	11.12	10.18	11.33	10.23		1.77	1.77	1.12	1.12		
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1P4	0.33	11.30	10.31	11.62	10.44		1.77	1.77	1.12	1.12		
	Adjacent Collocation - DS1 Cross-Connects			UEA,UHL,UDL,UCL	PE1P1	1.70	28.39	16.88	11.65	10.54		1.77	1.77	1.12	1.12		
	Adjacent Collocation - DS3 Cross-Connects			UEA,UHL,UDL,UCL	PE1P3	19.03	26.23	15.51	13.40	10.77		1.77	1.77	1.12	1.12		
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	3.49	26.23	15.51	13.41	10.78		1.77	1.77	1.12	1.12		
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	6.50	29.75	19.02	17.60	14.97		1.77	1.77	1.12	1.12		
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		2,973.00										
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.81											
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	11.64											
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	17.45											
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	40.30											
PHYSICAL COLLOCATION IN THE REMOTE SITE																	
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		580.20		312.76								
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	220.41											
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		24.69										
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		218.49										
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		70.81										
	Remote Site DLEC Data (BRSD), per Compact Disk, per CO			CLORS	PE1RR		234.15										
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		33.91	21.49									
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		44.17	27.76									
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		54.42	34.02									
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																	

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
	Virtual Collocation - Application Fee			AMTFS	EAF		2,633.00						2.07	2.81	0.67	1.41
	Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		743.25									
	Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX		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, UEQ, UNCVX, UNCDX, UNCNX	UEAC2	0.57	11.62	9.90	10.38	8.66		2.07	2.81	0.67	1.41	
	Virtual Collocation - 4-wire Cross Connects (loop)			UEA, UHL, UCL, UDL, UAL, UDN, UNCVX, UNCDX	UEAC4	0.57	11.81	10.04	10.44	8.67		2.07	2.81	0.67	1.41	
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC2F	3.03	41.56	29.82	12.96	10.34		2.69	2.69	1.56	1.56	
	Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC4F	6.06	50.53	38.78	16.97	14.35		2.69	2.69	1.56	1.56	
	Virtual collocation - Special Access & UNE, cross-connect per DS1			USL, ULC, ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, UEPEX, UEPOX	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, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLX, 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									
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		8.45									
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		29.57									
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		279.42									
	Virtual collocation - Security Escort - Basic, per half hour			AMTFS	SPTBX		33.15					2.07	2.81	0.67	1.41	
	Virtual collocation - Security Escort - Overtime, per half hour			AMTFS	SPTOX		41.50					2.07	2.81	0.67	1.41	
	Virtual collocation - Security Escort - Premium, per half hour			AMTFS	SPTPX		49.86					2.07	2.81	0.67	1.41	
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		30.64					2.07	2.81	0.67	1.41	
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		35.77					2.07	2.81	0.67	1.41	

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 (\$)
											SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		40.90						2.07	2.81	0.67	1.41	
	Virtual Collocation - Request Resend of CFA Information, per CLI			AMTFS	VE1QR		77.67										
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.																	

Attachment 5
Access to Numbers and Number Portability

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ACCESS TO NUMBERS AND NUMBER PORTABILITY

1. NON-DISCRIMINATORY ACCESS TO TELEPHONE NUMBERS

- 1.1 During the term of this Agreement, where Azul Tel is utilizing its own switch, Azul Tel shall contact the North American Numbering Plan Administrator, NeuStar, for the assignment of numbering resources. In order to be assigned a Central Office Code, Azul Tel will be required to complete the Central Office Code (NXX) Assignment Request and Confirmation Form (Code Request Form) in accordance with Industry Numbering Committee's Central Office Code (NXX) Assignment Guidelines (INC 95-0407-008).
- 1.2 Where BellSouth provides local switching or resold services to Azul Tel, BellSouth will provide Azul Tel with on-line access to intermediate telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. Azul Tel acknowledges that such access to numbers shall be in accordance with the appropriate FCC rules and regulations. Azul Tel acknowledges that there may be instances where there is a shortage of telephone numbers in a particular rate center; and in such instances, BellSouth may request that Azul Tel return unused intermediate numbers to BellSouth. Azul Tel shall return unused intermediate numbers to BellSouth upon BellSouth's request. BellSouth shall make all such requests on a nondiscriminatory basis.
- 1.3 BellSouth will allow Azul Tel to designate up to 100 intermediate telephone numbers per rate center for Azul Tel's sole use. Assignment, reservation and use of telephone numbers shall be governed by applicable FCC rules and regulations. Azul Tel acknowledges that there may be instances where there is a shortage of telephone numbers in a particular rate center and BellSouth has the right to limit access to blocks of intermediate telephone numbers. These instances include: 1) where jeopardy status has been declared by the North American Numbering Plan (NANP) for a particular Numbering Plan Area (NPA); or 2) where a rate center has less than six months supply of numbering resources.

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

- 2.1 The Parties will offer Number Portability in accordance with rules, regulations and guidelines adopted by the Commission, the FCC and industry fora.
- 2.2 End User Line Charge. Where Azul Tel subscribes to BellSouth's local switching, BellSouth shall bill and Azul Tel shall pay the end user line charge associated with implementing LNP as set forth in BellSouth's FCC Tariff No. 1. This charge is not subject to the resale discount set forth in Attachment 1 of this Agreement.

- 2.3 To limit service outage, BellSouth and Azul Tel will adhere to the process flows and cutover guidelines for porting numbers as outlined in the LNP Reference Guide, as amended from time to time. The LNP Reference Guide, incorporated herein by reference, is accessible via the Internet at the following site: <http://www.interconnection.bellsouth.com>. All intervals referenced in the LNP Reference Guide shall apply to both BellSouth and Azul Tel.
- 2.4 The Parties will set Location Routing Number (LRN) unconditional or 10-digit triggers where applicable. Where triggers are set, the porting Party will remove the ported number at the same time the trigger is removed.
- 2.5 A trigger order is a service order issued in advance of the porting of a number. A trigger order 1) initiates call queries to the AIN SS7 network in advance of the number being ported; and 2) provides for the new service provider to be in control of when a number ports.
- 2.6 Where triggers are not set, the Parties shall coordinate the porting of the number between service providers so as to minimize service interruptions to the End User.
- 2.7 BellSouth and Azul Tel will work cooperatively to implement changes to LNP process flows ordered by the FCC or as recommended by standard industry forums addressing LNP.

3. OPERATIONAL SUPPORT SYSTEM (OSS) RATES

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

Attachment 6
Pre-Ordering, Ordering, Provisioning,
Maintenance and Repair

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PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR

- 1. QUALITY OF PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR**
 - 1.1 BellSouth shall provide to Azul Tel nondiscriminatory access to its Operations Support Systems (OSS) and the necessary information contained therein in order that Azul Tel can perform the functions of pre-ordering, ordering, provisioning, maintenance and repair, and billing. BellSouth shall provide Azul Tel with all relevant documentation (manuals, user guides, specifications, etc.) regarding business rules and other formatting information as well as practices and procedures necessary to ensure requests are efficiently processed. All documentation will be readily accessible at BellSouth's interconnection website and are incorporated herein by reference. BellSouth shall ensure that its OSS are designed to accommodate access requests for both current and projected demand of Azul Tel and other CLECs in the aggregate.
 - 1.2 BellSouth shall provision services during its regular working hours. To the extent Azul Tel requests provisioning of service to be performed outside BellSouth's regular working hours, or the work so requested requires BellSouth's technicians or project manager to work outside of regular working hours, overtime charges shall apply. Notwithstanding the foregoing, if such work is performed outside of regular working hours by a BellSouth technician or project manager during his or her scheduled shift and BellSouth does not incur any overtime charges in performing the work on behalf of Azul Tel, BellSouth will not assess Azul Tel additional charges beyond the rates and charges specified in this Agreement.
- 2. ACCESS TO OPERATIONS SUPPORT SYSTEMS**
 - 2.1 BellSouth shall provide Azul Tel nondiscriminatory access to its OSS and the necessary information contained therein in order that Azul Tel can perform the functions of pre-ordering, ordering, provisioning, maintenance and repair, and billing. BellSouth shall provide nondiscriminatory access to the OSS through manual and/or electronic interfaces as described in this Attachment. It is the sole responsibility of Azul Tel to obtain the technical capability to access and utilize BellSouth's OSS interfaces. Specifications for Azul Tel's access and use of BellSouth's electronic interfaces are set forth at BellSouth's interconnection website and are incorporated herein by reference.
 - 2.1.1 Pre-Ordering. BellSouth will provide electronic access to its OSS and the information contained therein in order that Azul Tel can perform the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, customer record information and loop makeup information. Mechanized access is provided by electronic interfaces

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

- 2.1.2 The Parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission. Azul Tel will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the state in which the service is provided. BellSouth reserves the right to audit Azul Tel's access to customer record information. If a BellSouth audit of Azul Tel's access to customer record information reveals that Azul Tel is accessing customer record information without having obtained the proper End User authorization, BellSouth upon reasonable notice to Azul Tel may take corrective action, including but not limited to suspending or terminating Azul Tel's electronic access to BellSouth's OSS functionality. All such information obtained through an audit shall be deemed Information covered by the Proprietary and Confidential Information section in the General Terms and Conditions of this Agreement.
- 2.1.3 Ordering. BellSouth will make available to Azul Tel electronic interfaces for the purpose of exchanging order information, including order status and completion notification, for non-complex and certain complex resale requests and certain network elements. Specifications for access and use of BellSouth's electronic interfaces are set forth at BellSouth's interconnection website and are incorporated herein by reference. The process by which BellSouth and Azul Tel will manage these electronic interfaces to include the development and introduction of new interfaces will be governed by the change management process as described below.
- 2.1.4 Maintenance and Repair. BellSouth will make available to Azul Tel electronic interfaces for the purpose of reporting and monitoring service troubles. Specifications for access and use of BellSouth's maintenance and repair electronic interfaces are set forth at BellSouth's interconnection website and are incorporated herein by reference. The process by which BellSouth and Azul Tel will manage these electronic interfaces to include the development and introduction of new interfaces will be governed by the change management process as described below. Requests for trouble repair are billed in accordance with the provisions of this Agreement. BellSouth and Azul Tel agree to adhere to BellSouth's Operational

Understanding, as amended from time to time during this Agreement and as incorporated herein by reference. The Operational Understanding may be accessed via BellSouth's interconnection website.

- 2.1.5 Billing. BellSouth will provide Azul Tel nondiscriminatory access to billing information as specified in Attachment 7 to this Agreement.
- 2.2 Change Management. BellSouth and Azul Tel agree that the collaborative change management process known as the Change Control Process (CCP) will be used to manage changes to existing interfaces, introduction of new interfaces and retirement of interfaces. BellSouth and Azul Tel agree to comply with the provisions of the documented Change Control Process as may be amended from time to time and incorporated herein by reference. The change management process will cover changes to BellSouth's electronic interfaces, BellSouth's testing environment, associated manual process improvements, and relevant documentation. The process will define a procedure for resolution of change management disputes. Documentation of the CCP as well as related information and processes will be clearly organized and readily accessible to Azul Tel at BellSouth's interconnection website.
- 2.3 Rates. Charges for use of OSS shall be as set forth in this Agreement.

3. MISCELLANEOUS

- 3.1 Pending Orders. Orders placed in the hold or pending status by Azul Tel will be held for a maximum of thirty (30) calendar days from the date the order is placed on hold. After such time, Azul Tel shall be required to submit a new service request. Incorrect or invalid requests returned to Azul Tel for correction or clarification will be held for thirty (30) calendar days. If Azul Tel does not return a corrected request within thirty (30) calendar days, BellSouth will cancel the request.
- 3.2 Single Point of Contact. Azul Tel will be the single point of contact with BellSouth for ordering activity for network elements and other services used by Azul Tel to provide services to its End Users, except that BellSouth may accept a request directly from another CLEC, or BellSouth, acting with authorization of the affected End User. Azul Tel and BellSouth shall each execute a blanket letter of authorization with respect to customer requests so that prior proof of End User authorization will not be necessary with every request (except in the case of a local service freeze). The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for requests, provided, however, that such processes shall comply with applicable state and federal law and industry and regulatory guidelines. Pursuant to a request from another carrier, BellSouth may disconnect any network element being used by Azul Tel to provide service to that End User and may reuse such network elements or facilities to enable such other carrier to provide service to the End User. BellSouth will notify

Azul Tel that such a request has been processed but will not be required to notify Azul Tel in advance of such processing.

- 3.2.1 Neither BellSouth nor Azul Tel shall prevent or delay an End User from migrating to another carrier because of unpaid bills, denied service, or contract terms.
- 3.2.2 BellSouth shall return a Firm Order Confirmation (FOC) and Local Service Request (LSR) rejection/clarification within the intervals in accordance with the Service Quality Measurement (SQM) set forth in Attachment 9 of this Agreement.
- 3.2.3 Azul Tel shall return a FOC to BellSouth within thirty-six (36) hours after Azul Tel's receipt from BellSouth of a valid LSR.
- 3.2.4 Azul Tel shall provide a Reject Response to BellSouth within twenty-four (24) hours after BellSouth's submission of an LSR which is incomplete or incorrectly formatted.
- 3.3 Use of Facilities. When a customer of Azul Tel elects to discontinue service and to transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to Azul Tel by BellSouth. In addition, where BellSouth provides local switching, BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received a request to establish new service or transfer of service from a customer or a customer's CLEC at the same address served by the denied facility. BellSouth will notify Azul Tel that such a request has been processed after the disconnect order has been completed.
- 3.4 Contact Numbers. The Parties agree to provide one another with toll-free nationwide (50 states) contact numbers for the purpose of ordering, provisioning and maintenance of services.
- 3.5 Subscription Functions. In cases where BellSouth performs subscription functions for an interexchange carrier (IXC) (i.e. PIC and LPIC changes via Customer Account Record Exchange (CARE)), BellSouth will in all possible instances provide the affected IXCs with the Operating Company Number (OCN) of the local provider for the purpose of obtaining End User billing account and other End User information required under subscription requirements.
- 3.5.1 When Azul Tel's End User, served by resale or loop and port combinations, changes its PIC or LPIC, and per BellSouth's FCC or state tariff the interexchange carrier elects to charge the End User the PIC or LPIC change charge, BellSouth will bill the PIC or LPIC change charge to Azul Tel, which has the billing relationship with that End User, and Azul Tel may pass such charge to the End User.
- 3.6 Cancellation Charges. If Azul Tel cancels a request for network elements or resold services, any costs incurred by BellSouth in conjunction with the

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

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

Attachment 7
Billing

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Rates.....Exhibit A

BILLING

1. PAYMENT AND BILLING ARRANGEMENTS

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

- 1.1 Billing. BellSouth will bill through the Carrier Access Billing System (CABS), Integrated Billing System (IBS) and/or the Customer Records Information System (CRIS) depending on the particular service(s) provided to Azul Tel under this Agreement. BellSouth will format all bills in Carrier Billing Output Specification (CBOS) Standard or CLUB/EDI format, depending on the type of service provided. For those services where standards have not yet been developed, BellSouth's billing format will change as necessary when standards are finalized by the applicable industry forum.
 - 1.1.1 For any service(s) BellSouth receives from Azul Tel, Azul Tel shall bill BellSouth in CBOS format.
 - 1.1.2 Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to BellSouth.
 - 1.1.3 BellSouth will render bills each month on established bill days for each of Azul Tel's accounts. If either Party requests multiple billing media or additional copies of the bills, the billing Party will provide these at a reasonable cost.
 - 1.1.4 BellSouth will bill Azul Tel in advance for all services to be provided during the ensuing billing period except charges associated with service usage and nonrecurring charges, which will be billed in arrears.
 - 1.1.4.1 Charges for services will be calculated on an individual End User account level, including, if applicable, any charge for usage or usage allowances. BellSouth will also bill Azul Tel, and Azul Tel will be responsible for and remit to BellSouth, all charges applicable to said services including but not limited to 911 and E911 charges, End Users common line charges, federal subscriber line charges, telecommunications relay charges (TRS), and franchise fees, unless otherwise ordered by a Commission.
 - 1.1.5 BellSouth will not perform billing and collection services for Azul Tel as a result of the execution of this Agreement.
 - 1.1.6 In the event that this Agreement or an amendment to this Agreement effects a rate change to recurring rate elements that are billed in advance, BellSouth will make an adjustment to such recurring rates billed in advance at the previously effective rate. The adjustment shall reflect billing at the new rates from the Effective Date of the Agreement or amendment.