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January 30, 2004

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

RECEIVED-FPSC
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COMMISSION
CLERK

040092-TP

Re: Approval of Amendment to the Interconnection, Unbundling, Resale, and Collocation Agreement between BellSouth Telecommunications, Inc. ("BellSouth") and Level 3 Communications, LLC

Dear Mrs. Bayo:

Please find enclosed for filing and approval, an original and two copies of BellSouth Telecommunications, Inc.'s Amendment to Interconnection, Unbundling, Resale, and Collocation Agreement with Level 3 Communications, LLC.

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

Very truly yours,

Marshall M. Criser III

Regulatory Vice President

(M)

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FPSC-BUREAU OF RECORDS

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FPSC-COMMISSION CLERK

**Amendment to the Agreement
Between
Level 3 Communications, LLC
and
BellSouth Telecommunications, Inc.
Dated January 1, 2001**

Pursuant to this Amendment, (the "Amendment"), Level 3 Communications, LLC, (Level 3), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated January 1, 2001, ("Agreement") to be effective 30 days after the date of the last signature executing the Amendment.

WHEREAS, BellSouth and Level 3 entered into the Agreement on January 1, 2001, and;

WHEREAS, BellSouth and Level 3 desire replace the Term of the Agreement Section to the General Terms and Conditions, and;

WHEREAS, BellSouth and Level 3 desire replace Attachment 4-Collocation with a new Attachment 4-Collocation;

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

1. Section 2 Term of Agreement of the General Terms and Conditions of the Interconnection Agreement is deleted in its entirety and replaced with the following Section 2 Term of Agreement below:
 2. Term of the Agreement
 - 2.1 The term of this Agreement shall be through December 31, 2003 and shall apply to the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee. Upon mutual written agreement of the Parties, this Agreement may be renewed for such additional period of time as the Parties may agree.
 - 2.2 The Parties agree that if either Party provides notice of intent to renegotiate no later than one hundred and eighty (180) days prior, and no sooner than two hundred and seventy (270) days prior, to the expiration of this Agreement, they shall negotiate as soon as practicable with regard to the terms, conditions and prices of resale and/or local interconnection to be effective beginning on the expiration date of this Agreement ("Subsequent Agreement"). If as of the expiration of this Agreement a Subsequent Agreement has not been executed by the Parties, this Agreement shall continue on a month-to-month basis while a Subsequent Agreement is being negotiated or arbitrated. The Parties' rights and obligations with respect to this Agreement after expiration shall be as set forth in Section 2.4 below.

- 2.3 If, within one hundred and thirty-five (135) to one hundred and sixty (160) days of commencing the negotiation referred to in Section 2.2 above, the Parties are unable to satisfactorily negotiate new resale and/or local interconnection terms, conditions and prices, either Party may petition the Commission to establish appropriate local interconnection and/or resale arrangements pursuant to 47 U.S.C. 252. The Parties agree that, in such event, they shall encourage the Commission to issue its order regarding the appropriate local interconnection and/or resale arrangements no later than the expiration date of this Agreement. The Parties further agree that in the event the Commission does not issue its order prior to the expiration date of this Agreement, or if the Parties continue beyond the expiration date of this Agreement to negotiate the local interconnection and/or resale arrangements without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the Parties, will be effective as of the date as stated in the Subsequent Agreement and shall not be applied retroactively to the expiration date of this Agreement unless the Parties subsequently agree otherwise. .
- 2.4 In those circumstances where a Party has delivered notice pursuant to Section 2.2, in the event that as of the date of expiration of this Agreement and conversion of this Agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement and (i) the Parties are not involved in active good faith negotiations or mediation for a Subsequent Agreement, or (ii) no arbitration proceeding has been filed in accordance with Section 2.3 above, then either Party may terminate this Agreement upon sixty (60) days notice to the other Party. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to offer services to Level 3 pursuant to the terms, conditions and rates set forth in BellSouth's Statement of Generally Available Terms (SGAT) to the extent an SGAT has been approved by the applicable Commission(s). If any state Commission has not approved a BellSouth SGAT, then upon BellSouth's termination of this Agreement as provided herein, BellSouth will continue to provide services to Level 3 pursuant to BellSouth's then current standard interconnection agreement. In the event that the SGAT or BellSouth's standard interconnection agreement becomes effective as between the Parties, the Parties may continue to negotiate a Subsequent Agreement, and the terms of such Subsequent Agreement shall be effective as of the date stated in the Subsequent Agreement and shall not be applied retroactively to the expiration date of this Agreement unless the Parties subsequently agree otherwise.

2. The Parties agree to delete Attachment 4, Collocation including the Exhibits in their entirety and replace with a new Attachment 4, Collocation and Exhibits, as set forth in Exhibit 1 to this Amendment, attached hereto and incorporated herein by this reference.
3. All of the other provisions of the Agreement, dated January 1, 2001, shall remain in full force and effect.
4. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

Signature Page

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

BellSouth Telecommunications, Inc.

Level 3 Communications, LLC

By: ELA Skiriski
Name: Elizabeth RASHIRISKI
Title: Director
Date: 12-24-03

By: KPA
Name: Kevin Paul
Title: VP-Softswitch Deployment
Date: September 23, 2003

Attachment 4
Physical Collocation

BELLSOUTH
PHYSICAL COLLOCATION

1. Scope of Attachment

- 1.1 The rates, terms, and conditions contained within this Attachment shall only apply when Level 3 is physically collocated as a sole occupant or as a Host within a BellSouth Premises location pursuant to this Attachment. BellSouth Premises include, for the purposes of this Attachment, BellSouth Central Offices and Serving Wire Centers and Adjacent Arrangements, as defined in Section 3.4 of this Attachment (hereinafter "Premises"). This Attachment is applicable to Premises owned or leased by BellSouth. However, if the Premises occupied by BellSouth is leased by BellSouth from a third party, special considerations and intervals may apply in addition to the terms and conditions contained in this Attachment. Where BellSouth notifies Level 3 that BellSouth's agreement with a third party does not grant BellSouth the ability to provide access and use rights to others, upon Level 3's request, BellSouth will use commercially reasonable efforts to obtain the third party's consent and to otherwise secure such rights. Upon Level 3's request, BellSouth will provide documentation of BellSouth's commercially reasonable efforts to obtain the third party's consent and to otherwise secure such rights.
- 1.2 Right to Occupy. BellSouth shall offer to Level 3 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 Level 3 to occupy a certain area designated by BellSouth within a Premises, or on BellSouth property upon which the Premises is located, of a size which is specified by Level 3 and agreed to by BellSouth (hereinafter "Collocation Space"). The necessary rates, terms and conditions for the premises as defined by the FCC, other than BellSouth Premises, shall be negotiated upon reasonable request for collocation at such premises.
- 1.2.1 Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth in this Attachment.
- 1.2.1.1 In all states other than Florida, the size specified by Level 3 may contemplate a request for space sufficient to accommodate Level 3's growth within a twenty-four (24) month period.
- 1.2.1.2 In the state of Florida, the size specified by Level 3 may contemplate a request for space sufficient to accommodate Level 3's growth within an eighteen (18) month period.

- 1.3 Space Allocation. BellSouth shall attempt to accommodate Level 3's requested preferences, if any. In allocating Collocation Space, BellSouth shall not materially increase Level 3's cost or materially delay Level 3's occupation and use of the Collocation Space, assign Collocation Space that will impair the quality of service or otherwise limit the service Level 3 wishes to offer, reduce unreasonably the total space available for physical collocation or preclude unreasonable physical collocation within the Premises. Space shall not be available for collocation if it is: (a) physically occupied by non-obsolete equipment; (b) assigned to another collocated telecommunications carrier; (c) used to provide physical access to occupied space; (d) used to enable technicians to work on equipment located within occupied space; (e) properly reserved for future use, either by BellSouth or another collocated telecommunications carrier; or (f) essential for the administration and proper functioning of Premises. BellSouth may segregate Collocation Space and require separate entrances for collocated telecommunications carriers to access their Collocation Space, pursuant to FCC Rules.
- 1.4 Space Reclamation. In the event of space exhaust within a Premises, BellSouth may include in its documentation for the Petition for Waiver filed with the Commission, any unutilized space in the Premises. Upon request, Level 3 will be responsible for the justification of unutilized space within its Collocation Space, if the Commission requires such justification.
- 1.5 Use of Space. Level 3 shall use the Collocation Space for the purposes of installing, maintaining and operating Level 3's equipment (to include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities or for accessing BellSouth unbundled network elements for the provision of telecommunications services, as specifically set forth in this Agreement.
- 1.6 Rates and Charges. Level 3 agrees to pay the rates and charges identified in Exhibit B attached hereto.
- 1.7 If any due date contained in this Attachment falls on a weekend or National holiday, the due date will be the next business day thereafter. For intervals of ten (10) calendar days or less, National holidays will be excluded.
- 1.8 The Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.
- 2. Space Availability Report**
- 2.1 Space Availability Report. Upon request from Level 3 and at Level 3's expense, BellSouth will provide a written report (Space Availability Report) describing in detail the space that is available for collocation at a particular Premises. This report will include the amount of Collocation Space available at the Premises requested, the

number of collocators present at the Premises, any modifications in the use of the space since the last report on the Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the Premises for which the Space Availability Report was requested by Level 3.

- 2.1.1 The request from Level 3 for a Space Availability Report must be in writing and include the Premises street address, as identified in the Local Exchange Routing Guide (LERG) and Common Language Location Identification (CLLI) code of the Premises. CLLI code information is located in the National Exchange Carrier Association (NECA) Tariff FCC No. 4.
- 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Premises within ten (10) calendar days of the receipt of such a request. BellSouth will make its best efforts to respond in ten (10) calendar days to a Space Availability Report request when the request includes from two (2) to five (5) Premises within the same state. The response time for Space Availability Report requests of more than five (5) Premises shall be negotiated between the Parties. If BellSouth cannot meet the ten (10) calendar day response time for two (2) to five (5) Premises within the same state, BellSouth shall notify Level 3 and inform Level 3 of the timeframe under which it can respond.

3. **Collocation Options**

- 3.1 Cageless. BellSouth shall allow Level 3 to collocate Level 3's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow Level 3 to have direct access to Level 3's equipment and facilities in accordance with Section 5.9. BellSouth shall make cageless collocation available in single bay increments. Except where Level 3'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, Level 3 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 Level 3's expense, Level 3 will arrange with a Supplier certified by BellSouth (BellSouth Certified Supplier) to construct a collocation arrangement enclosure in accordance with BellSouth's Technical References (TRs) (Specifications) prior to starting equipment installation. BellSouth will provide Specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's enclosure Specifications, Level 3 and Level 3's BellSouth Certified Supplier must comply with the more stringent local building code requirements. Level

3'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 Level 3 and provide, the documentation, including existing building architectural drawings, enclosure drawings, and Specifications required and necessary for Level 3's BellSouth Certified Supplier to obtain the zoning, permits and/or other licenses. Level 3 shall reimburse its BellSouth Certified Supplier or BellSouth, where applicable, the commercially reasonable and demonstrable costs, which include, but are not limited to, copying, printing and administrative costs for producing the documentation in providing such information. Level 3's BellSouth Certified Supplier shall bill Level 3 directly for all work performed for Level 3 pursuant to this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by Level 3's BellSouth Certified Supplier. Level 3 must provide the local BellSouth Central Office building contact with two Access Keys that will allow entry into the locked enclosure. Except in the case of an emergency, BellSouth will not access Level 3's locked enclosure prior to notifying Level 3 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 Level 3.

- 3.2.1 BellSouth may elect to review Level 3's plans and specifications prior to allowing construction to start, to ensure compliance with BellSouth's Specifications. BellSouth will notify Level 3 of its desire to execute this review in BellSouth's response to the Initial Application, if Level 3 has indicated its desire to construct its own enclosure. If Level 3's Initial Application, as defined in Section 6.2 of this Attachment, does not indicate its desire to construct its own enclosure, and Level 3 subsequently decides to construct its own enclosure, then Level 3 will submit an application modification pursuant to Section 6.10.1 of this Attachment, indicating its desire to construct its own enclosure. If BellSouth elects to review Level 3's plans and specifications, then BellSouth will provide notification within ten (10) calendar days after the Subsequent Application, as defined in Section 6.3 of this Attachment, firm order date. BellSouth shall complete its review within fifteen (15) calendar days after the receipt of Level 3's plans and specifications. Regardless of whether or not BellSouth elects to review Level 3'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 Level 3'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 Level 3. When a deviation is detected by BellSouth during a review or an inspection, unless the Parties mutually agree that deviations from Level 3's plans and specifications or BellSouth's specifications are permitted, BellSouth shall require Level 3 to remove or correct within seven (7) calendar days, at Level 3's expense, any structure that does not meet Level 3's plans and specifications or BellSouth's Specifications, if applicable.

- 3.3 Shared Caged Collocation. Level 3 may allow other telecommunications carriers to share Level 3's caged collocation arrangement, pursuant to the terms and conditions agreed to by Level 3 (Host) and the other telecommunications carriers (Guests) pursuant to this Section, except where the Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option to Level 3. BellSouth shall be notified in writing by Level 3 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 ("Firm Order(s)"). Further, such notification shall include the name of the Guest(s), the term of the agreement, and a certification by Level 3 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 Level 3.
- 3.3.1 Level 3, as the Host, shall be the sole interface and responsible Party to BellSouth for the assessment and billing of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest(s), its employees and agents. BellSouth shall provide Level 3 with a proration of the costs of the Collocation Space based on the number of collocators and the space used by each, with a minimum charge of one (1) bay/rack per Host/Guest. In all states other than Florida, and in addition to the above, where Level 3 is the Host, Level 3 shall be the responsible party to BellSouth for the purpose of submitting applications for initial and additional equipment placement for the Guest(s). In Florida, the Guest(s) may submit its own initial and additional equipment placement applications using the Host's Access Carrier Name Abbreviation (ACNA). A separate Guest application shall result in the assessment of an Initial Application Fee or a Subsequent Application Fee, as set forth in Exhibit B, which will be billed to the Host on the date that BellSouth provides its written response to the Guest(s) Bona Fide Application (Application Response).
- 3.3.2 Notwithstanding the foregoing, the Guest(s) may submit service orders directly to BellSouth to request the provisioning of interconnecting facilities between BellSouth and the Guest(s), the provisioning of services, and access to unbundled network elements. The bill for these interconnecting facilities, services and access to UNEs will be charged to the Guest(s) pursuant to the applicable Tariff or the Guest's Interconnection Agreement with BellSouth.
- 3.3.3 Level 3 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 Level 3's Guest(s) in the Collocation Space, except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct and except for claims, action, causes of action, of whatever kind or nature directly arising out of or directly related to the interconnection agreement between BellSouth and the Guest(s) or BellSouth's provision of access to UNEs to the Guest(s) pursuant to the BellSouth and Guest's interconnection agreement directly.

- 3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit an adjacent collocation arrangement (Adjacent Arrangement) on Premises' property only when space within the Premises is legitimately exhausted and where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Premises' property. An Adjacent Arrangement shall be constructed or procured by Level 3 and must be in conformance with BellSouth's design and construction Specifications. Further, Level 3 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 Level 3 requests Adjacent Collocation, pursuant to the conditions stated in 3.4 above, Level 3 must arrange with a BellSouth Certified Supplier to construct the Adjacent Arrangement structure in accordance with BellSouth's Specifications. BellSouth will provide Specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's Specifications, Level 3 and Level 3's BellSouth Certified Supplier must comply with the more stringent local building code requirements. Level 3's BellSouth Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. Level 3's BellSouth Certified Supplier shall bill Level 3 directly for all work performed for Level 3 pursuant to this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by Level 3's BellSouth Certified Supplier. Level 3 must provide the local BellSouth Central Office building contact with two cards, keys or other access devices used to gain entry into the locked enclosure. Except in the case of an emergency, BellSouth will not access Level 3's locked enclosure prior to notifying Level 3 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 Level 3 must submit its Adjacent Arrangement construction plans and specifications to BellSouth when it places its Firm Order. BellSouth shall review Level 3's plans and specifications prior to construction of an Adjacent Arrangement(s) to ensure Level 3's compliance with BellSouth's Specifications. BellSouth shall complete its review within fifteen (15) calendar days after receipt of the plans and specifications from Level 3 for the Adjacent Arrangement. BellSouth may inspect the Adjacent Arrangement during and after construction is completed to ensure that it is constructed according to Level 3'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 Level 3. When a deviation is detected by BellSouth during a review or an inspection, unless the Parties mutually agree that deviations from Level 3's plans and specifications or BellSouth's specifications are permitted, BellSouth shall require Level 3 to remove or correct within seven (7) calendar days at

Level 3's expense, any structure that does not meet its submitted plans and specifications or BellSouth's Specifications, if applicable.

- 3.4.3 Level 3 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 Level 3's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities, subject to the same nondiscriminatory requirements as those applicable to any other physical collocation arrangement. In Alabama and Louisiana, BellSouth will provide DC power to Adjacent Collocation sites where technically feasible, as that term has been defined by the FCC subject to individual case basis pricing that shall in all respects conform with Section 251 (c)(6) of the Act. Level 3's BellSouth Certified Supplier shall be responsible, at Level 3's sole expense, for filing and receiving any and all necessary zoning, permits and/or licenses for an Adjacent Arrangement. BellSouth shall allow Shared Caged Collocation within an Adjacent Arrangement, pursuant to the terms and conditions set forth in 3.3 above.
- 3.5 Co-Carrier Cross Connect (CCXC). The primary purpose of collocation is for a telecommunications carrier to interconnect with BellSouth's network or to access BellSouth's UNEs for the provision of telecommunications services. BellSouth will permit Level 3 to interconnect between its virtual or physical collocation arrangements and those of another collocated telecommunications carrier within the same Premises. Both Level 3's agreement and the other collocated telecommunications carrier's agreement must contain rates, terms and conditions for CCXC language. Level 3 is prohibited from using the Collocation Space for the sole or primary purpose of cross connecting to other collocated telecommunications carriers.
- 3.5.1. Level 3 must contract with a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned through facilities owned by Level 3. Such connections to other collocated telecommunications carriers may be made using either optical or electrical facilities. In cases where Level 3's equipment and the equipment of the other collocated telecommunications carrier are located in contiguous caged Collocation Spaces, Level 3 may use its own technicians to install co-carrier cross connects using either electrical or optical facilities between the equipment of both collocated telecommunications carriers and construct a dedicated cable support structure between the two contiguous cages. Level 3 shall deploy such optical or electrical connections directly between its own facilities and the facilities of another collocated telecommunications carrier without being routed through BellSouth's equipment. Level 3 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). Level 3 is responsible for ensuring the integrity of the signal.

3.5.2 Level 3 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. Level 3-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, Level 3 may use its own technicians to construct the dedicated support structure between the two collocation arrangements.

3.5.3 To order CCXCs, Level 3 must submit an Initial Application or Subsequent Application to BellSouth. If no modification to the Collocation Space is requested other than the placement of CCXCs, the Subsequent Application Fee for CCXCs, as defined in Exhibit B, will apply. If modifications, in addition to the placement of CCXCs, are requested, the Initial Application or Subsequent Application Fee will apply. BellSouth will bill this nonrecurring fee on the date that it provides an Application Response to Level 3.

4. Occupancy

4.1 Occupancy. BellSouth will notify Level 3 in writing when the Collocation Space is ready for occupancy (Space Ready Date). Level 3 will schedule and complete an acceptance walkthrough of the Collocation Space with BellSouth within fifteen (15) calendar days of the Space Ready Date. BellSouth, at its own expense, will correct any BellSouth caused deviations from Level 3's original or jointly amended application requirements within seven (7) calendar days after the walkthrough, unless the Parties jointly agree upon a different time frame. Any other additions or changes to the original or jointly amended request will be at Level 3's expense. BellSouth will also establish a new Space Ready Date. Another acceptance walkthrough will then be scheduled and conducted within fifteen (15) calendar days of the new Space Ready Date. This follow-up acceptance walkthrough will be limited to only those items identified in the initial walkthrough. If Level 3 completes its acceptance walkthrough within the fifteen (15) calendar day interval, billing will begin upon the date of Level 3's acceptance of the Collocation Space (Space Acceptance Date). In the event that Level 3 fails to complete an acceptance walkthrough within this fifteen (15) calendar day interval, the Collocation Space shall be deemed accepted by Level 3 on the Space Ready Date and billing will commence from that date. If Level 3 decides to occupy the space prior to the Space Ready Date, the date Level 3 occupies the space becomes the new Space Acceptance Date and billing will begin from that date. Level 3 must notify BellSouth in writing that collocation equipment installation is complete and operational with BellSouth's network. BellSouth may, at its discretion, refuse to accept orders for cross connects until it has received such notice. For the purposes of this paragraph, Level 3'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 Level 3's customers.

- 4.2 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Agreement, Level 3 may terminate occupancy in a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy. Such termination shall be effective upon BellSouth's acceptance of the Space Relinquishment Form. Billing for monthly recurring charges will cease on the date that Level 3 and BellSouth conduct an inspection of the terminated space and jointly sign off on the Space Relinquishment Form or on the date that Level 3 signs off on the Space Relinquishment Form and sends this form to BellSouth, if a subsequent inspection of the terminated space by BellSouth reveals no discrepancies. If the subsequent inspection by BellSouth does reveal discrepancies, billing will cease on the date that BellSouth and Level 3 jointly conduct an inspection, which confirms that Level 3 has corrected all of the noted discrepancies. A Subsequent Application Fee will not apply for the termination of occupancy. BellSouth may terminate Level 3's right to occupy the Collocation Space in the event that Level 3 fails to comply with any material provision directly related to Collocation in this Agreement provided BellSouth gives Level 3 thirty (30) calendar days' prior written notice of the failure to comply and gives Level 3 an opportunity to cure during such period. Notwithstanding the above, any termination for non-payment of applicable fees, shall be in accordance with Attachment 7, Billing.
- 4.2.1 Upon termination of occupancy, Level 3, at its sole expense, shall remove its equipment and any other property from the Collocation Space. Level 3 shall have thirty (30) calendar days from the Bona Fide Firm Order (BFFO) Subsequent Application date (Termination Date) to complete such removal, including the removal of all equipment and facilities of Level 3's Guest(s), unless Level 3'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 Level 3 removal date. Level 3 shall continue the payment of all monthly fees to BellSouth until the date that Level 3, and if applicable Level 3's Guest(s), has fully vacated the Collocation Space and the Space Relinquishment Form has been accepted by BellSouth. Should Level 3 or Level 3's Guest(s) fail to vacate the Collocation Space within thirty (30) calendar days from the Termination Date, BellSouth shall have the right to remove the equipment and dispose of the equipment and other property of Level 3 or Level 3's Guest(s), in any manner that BellSouth deems fit, at Level 3's expense and with no liability whatsoever for Level 3's property or Level 3's Guest(s)'s property. Upon termination of Level 3's right to occupy specific Collocation Space, the Collocation Space will revert back to BellSouth's space inventory, and Level 3 shall surrender the Collocation Space to BellSouth in the same condition as when it was first occupied by Level 3, with the exception of ordinary wear and tear, unless otherwise agreed to by the Parties. Level 3's BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth's Specifications including, but not limited to, Central Office Record Drawings and ERMA Records. Level 3 shall be responsible for the cost of removing any Level 3 constructed enclosure, together with any supporting structures

(e.g., racking, conduits, or power cables), at the termination of occupancy and restoring the grounds to their original condition.

5. Use of Collocation Space

- 5.1 Equipment Type. BellSouth permits the collocation of any equipment necessary for interconnection to BellSouth's network or access to BellSouth's unbundled network elements in the provision of telecommunications services, as the term "necessary" is defined by FCC 47 C.F.R. Section 51.323 (b). The primary purpose and function of any equipment collocated in a Premises must be for interconnection to BellSouth's network or access to BellSouth's unbundled network elements in the provision of telecommunications services.
- 5.1.1 Examples of equipment that would not be considered necessary include, but are not limited to: traditional circuit switching equipment, equipment used exclusively for call related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support collocated telecommunications carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to permit collocation of any equipment on a nondiscriminatory basis.
- 5.1.2 Such equipment must, at a minimum, meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in Telcordia Special Report SR-3580, Issue 1. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on Level 3's failure to comply with this Section.
- 5.1.3 Level 3 may submit an application for equipment installation and DSO, DS1, DS3 and optical terminations on the same application. However, Level 3 shall not request more DSO, DS1, DS3 and optical terminations in an Initial Application or a Subsequent Application for a collocation arrangement than the total port or termination capacity of the equipment already physically installed in the arrangement or contained in an application. 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 Level 3 submits an application for terminations that will exceed the total capacity of the collocated equipment Level 3 will be informed of the discrepancy by BellSouth and required to submit a revision to the application.

- 5.2 Level 3 shall not use the Collocation Space for marketing purposes, nor shall it place any identifying signs or markings outside the Collocation Space or on the grounds of the Premises. Provided, however Level 3 shall not be prohibited from identifying to its customers or potential customers a detailed list of those BellSouth Premises in which Level 3 maintains Collocation Space.
- 5.3 Level 3 shall place a plaque or affix other identification (e.g., stenciling) to Level 3's equipment, in order for BellSouth to identify Level 3's equipment, including a list of emergency contacts with telephone numbers.
- 5.4. Entrance Facilities. Level 3 may elect to place Level 3-owned or Level 3-leased fiber entrance facilities into its Collocation Space. BellSouth will designate the point of interconnection in close proximity to the Premises building housing the Collocation Space, such as at an entrance manhole or a cable vault, which are physically accessible by both Parties. Level 3 will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. Level 3 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 Level 3's equipment in the Collocation Space. In the event Level 3 utilizes a non-metallic, riser-type entrance facility, a splice will not be required. Level 3 must contact BellSouth for instructions prior to placing any entrance facility cable in the manhole. Level 3 is responsible for maintenance of the entrance facilities. At Level 3'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.
- 5.4.1 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 Level 3 for dual entrance facilities to its physical Collocation Space, BellSouth shall provide Level 3 with information regarding BellSouth's capacity to accommodate the requested dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose or for utilization within twelve (12) months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to Level 3's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance facilities are not available due to lack of capacity, BellSouth will provide this information to Level 3 in the Application Response.
- 5.4.2 Shared Use. Level 3 may utilize spare capacity on an existing interconnector's entrance facility for the purpose of providing an entrance facility to Level 3's collocation arrangement within the same Premises. BellSouth shall allow the splice, as

long as the fiber is non-working fiber. Level 3 must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from the other telecommunications carrier for BellSouth to perform the splice of the Level 3 provided riser cable to the spare capacity on the entrance facility. If Level 3 desires to allow another telecommunications carrier to use its entrance facilities, that telecommunications carrier must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from Level 3 for BellSouth to perform the splice of that telecommunications carrier's provided riser cable to the spare capacity on Level 3's entrance facility.

- 5.5 Demarcation Point. BellSouth will designate the point(s) of demarcation between Level 3's equipment and/or network and BellSouth's network. Each Party will be responsible for the maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame (CDF). Level 3 shall be responsible for providing, and Level 3's BellSouth Certified Supplier shall be responsible for installing and properly labeling/stenciling the common block and any necessary cabling identified in Section 7 of this Attachment. For all other terminations, BellSouth shall designate a demarcation point on a per arrangement basis. Level 3 or its agent must perform all required maintenance to the equipment/facilities on its side of the demarcation point, pursuant to Section 5.7, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests. At Level 3's option, a Point of Termination (POT) bay or frame may be placed in the Collocation Space.
- 5.5.1 In Tennessee, BellSouth will designate the point(s) of demarcation between Level 3'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 Level 3-provided Point of Termination Bay (POT Bay) in a common area within the Premises. Level 3 shall be responsible for providing, and Level 3's BellSouth Certified Supplier shall be responsible for installing and properly labeling/stenciling the POT Bay, as well as installing the necessary cabling between Level 3's Collocation Space and the demarcation point. Level 3 or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.7, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests. BellSouth will negotiate alternative rates, terms and conditions related to the demarcation point in Tennessee, in the event that Level 3 desires to avoid the use of an intermediary device as contemplated by the Tennessee Regulatory Authority.
- 5.6 Level 3's Equipment and Facilities. Level 3, or if required by this Attachment, Level 3'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 Level 3 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. Level 3 and its selected BellSouth Certified Supplier must follow and comply with all of the reasonable and nondiscriminatory requirements, outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.

- 5.7 BellSouth's Access to Collocation Space. From time to time, BellSouth may require access to the Collocation Space. BellSouth retains the right to access Level 3'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 Level 3 at least forty-eight (48) hours before access to the Collocation Space is required. Level 3 may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that Level 3 will not bear any of the expense associated with this type of work.
- 5.8 Access. Pursuant to Section 12, Level 3 shall have access to its Collocation Space twenty-four (24) hours a day, seven (7) days a week. Level 3 agrees to provide the name and social security number, date of birth, or driver's license number of each employee, supplier, or agent of Level 3 or Level 3's Guests that will be provided with access keys or cards (Access Keys) prior to the issuance of said Access Keys, using form RF-2906-C, the "CLEC and CLEC Certified Supplier Access Request and Acknowledgement" form. All information contained on this form including, but not limited to, personal information regarding the employee or agent shall be deemed strictly confidential regardless of whether it is marked as such, and shall be held and protected in accordance with the Confidentiality provisions set forth in Section 10 of the General Terms and Conditions of this Agreement. Key acknowledgement forms, the "Collocation Acknowledgement Sheet" for access cards and the "Key Acknowledgement Form" for keys must be signed by Level 3 and returned to BellSouth Access Management within fifteen (15) calendar days of Level 3's receipt. Failure to return these properly acknowledged forms will result in the holding of subsequent access key or card requests until the proper acknowledgement documents have been received by BellSouth and reflect current information. Access Keys may not be duplicated under any circumstances. Level 3 agrees to be responsible for all Access Keys and for the return of all Access Keys in the possession of Level 3's employees, suppliers, Guests, or agents after termination of the employment relationship, the contractual obligation with Level 3 ends, upon the termination of this Attachment, or upon the termination of occupancy of an individual collocation arrangement.
- 5.8.1 BellSouth will permit one accompanied site visit to Level 3's designated collocation arrangement location, after receipt of the BFFO without charge to Level 3. Level 3 must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the Premises within a minimum of thirty (30)

calendar days prior to the date Level 3 desires access to the Collocation Space. All information contained on this form including, but not limited to, personal information regarding the employee or agent shall be deemed strictly confidential regardless of whether it is marked as such, and shall be held and protected in accordance with the Confidentiality provisions set forth in Section 10 of the General Terms and Conditions of this Agreement. In order to permit reasonable access during construction of the Collocation Space, Level 3 may submit a request for its one accompanied site visit to its designated collocation arrangement location at any time subsequent to BellSouth's receipt of the BFFO. In the event Level 3 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 Level 3 to access the Collocation Space accompanied by a security escort, at Level 3's expense. Level 3 must request escorted access to its designated collocation arrangement location at least three (3) business days prior to the date such access is desired.

- 5.9 Lost or Stolen Access Keys. Level 3 shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. If it becomes necessary for BellSouth to re-key buildings or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), Level 3 shall pay for all costs of re-keying or deactivating the card as set forth in Exhibit B of this Attachment.
- 5.10 Interference or Impairment. Notwithstanding any other provisions of this Attachment, Level 3 shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications services; 2) endangers or damages the equipment, facilities or any other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of Level 3 violates the provisions of this paragraph, BellSouth shall provide written notice to Level 3, which shall direct Level 3 to cure the violation within forty-eight (48) hours of Level 3's actual receipt of written notice or, at a minimum, to commence curative measures within twenty-four (24) hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to conduct an inspection of the arrangement.
- 5.10.1 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 Level 3 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 Level 3's equipment. BellSouth will endeavor, but is not required, to provide notice to Level 3 prior to the taking of such action and BellSouth shall have no liability to Level 3 for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct or gross negligence.

- 5.10.2 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 Level 3 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 Level 3 or, if subsequently necessary, the Commission must be supported by BellSouth with specific and verifiable information. When BellSouth so demonstrates, Level 3 shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that it is acceptable for deployment under Section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology
- 5.11 Personalty and its Removal. Facilities and equipment placed by Level 3 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 Level 3 at any time. Any damage caused to the Collocation Space by Level 3's employees, suppliers, agents or representatives during the removal of such property shall be promptly repaired by Level 3 at its sole expense. If Level 3 decides to remove equipment from its Collocation Space and the removal requires no physical change, BellSouth will bill Level 3 a Supplemental Application Fee (Administrative Only Application Fee) as set forth in Exhibit B. This non-recurring fee will be billed on the date that BellSouth provides an Application Response.
- 5.12 Alterations. Under no condition shall Level 3 or any person acting on behalf of Level 3 make any rearrangement, modification, augment, improvement, addition, and/or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the Premises, hereinafter referred to individually or collectively as "Augments", without the express written consent of BellSouth, which shall not be unreasonably withheld. The cost of any such Augment shall be paid by Level 3. Any such Augment shall require an application and will result in the assessment of an application fee, which will be billed by BellSouth on the date that BellSouth provides Level 3 with an Application Response.

5.13 Janitorial Service. Level 3 shall be responsible for the general upkeep of its Collocation Space. Level 3 shall arrange directly with a BellSouth Certified Supplier for janitorial services applicable to Caged Collocation Space. BellSouth shall provide a list of such suppliers on a site-specific basis, upon request.

6. Ordering and Preparation of Collocation Space

6.1 If any state or federal regulatory agency imposes procedures or intervals applicable to Level 3 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 Level 3 or Level 3's Guest(s) initial equipment placement, Level 3 shall submit to BellSouth a Physical Expanded Interconnection Application Document (Initial Application). The Initial Application is considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the application are completed with the appropriate type of information. An application fee will apply to each application submitted by Level 3, which will be billed by BellSouth on the date that BellSouth provides Level 3 with an Application Response.

6.3 Subsequent Application. In the event Level 3 or Level 3's Guest(s) desires to modify the use of the Collocation Space after a BFFO, Level 3 shall complete an application that contains all of the detailed information associated with an Augment to the Collocation Space, as defined in Section 5.13 of this Attachment (Subsequent Application). The Subsequent Application is considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the Subsequent Application are completed with the appropriate type of information associated with the Augment. BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by Level 3 in the application. Such modifications to the Premises may include, but are not limited to: floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.

6.3.1 Subsequent Application Fee. The application fee paid by Level 3 for its request for an Augment shall be dependent upon the level of assessment needed for the Augment requested. Where the Subsequent Application does not require assessment for provisioning or construction work but requires administrative costs by BellSouth, a Subsequent Application Fee (Administrative Only Application Fee) will be required as set forth in Exhibit B. This Administrative Only Application Fee will be applicable in instances such as Transfer of Ownership of the Collocation Space, Removal of Equipment from the Collocation Space, modification to an application prior to BFFO and V-to-P Conversion (In Place). The fee for a Subsequent Application where the Augment requested has limited effect (e.g., requires limited assessment but no capital

expenditure by BellSouth as sufficient cable support structure, HVAC, power and terminations are available) shall be the Subsequent Application Fee as set forth in Exhibit B. If the modification requires capital expenditure, an Initial Application Fee shall apply. This nonrecurring fee will be billed on the date that BellSouth provides Level 3 with an Application Response.

- 6.4 Space Preferences. If Level 3 has previously requested and received a Space Availability Report for the Premises, Level 3 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 Level 3's preference(s), Level 3 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 Level 3 with an Application Response.
- 6.5 Space Availability Notification.
- 6.5.1 Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a requested Premises. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide, the items necessary to cause the application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify Level 3 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 Level 3 or space that is configured differently, no application fee will apply. If Level 3 decides to accept the available space, Level 3 must resubmit its application to reflect the actual space available, including the configuration of the space, prior to submitting a BFFO. When Level 3 resubmits its application, BellSouth will bill Level 3 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 Premises. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide, the items necessary to cause the application to become Bona Fide. If a lesser amount of space than requested is available, BellSouth will provide an Application Response for the amount of space that is available and bill Level 3 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 Level 3 or space that is configured differently, if Level 3 decides to accept the available space, Level 3 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 Level 3 that no space is available (Denial of Application), BellSouth will not assess an application fee to Level 3. After notifying Level 3 that BellSouth has no available space in the requested Premises, BellSouth will allow Level 3, upon request, to tour the entire Premises within ten (10) calendar days of such Denial of Application. In order to schedule this tour within ten (10) calendar days, the request for the tour of the Premises must be received by BellSouth within five (5) calendar days of the Denial of Application.
- 6.6 Filing of Petition for Waiver. Upon Denial of Application, BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit Level 3 to inspect any floor plans or diagrams that BellSouth provides to the Commission.
- 6.7 Waiting List. On a first-come, first-served basis, governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate in that Premises. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available, according to the position of the telecommunications carriers on said waiting list.
- 6.7.1 In Florida, on a first-come, first-served basis, governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate in that Premises. Sixty (60) calendar days prior to space becoming available, if known, BellSouth will notify the Commission and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of each telecommunications carrier on said waiting list. If BellSouth does not know sixty (60) calendar days in advance of when space will become available, BellSouth will notify the Commission and the telecommunications carriers on the waiting list within two (2) business days of the determination that space is available. A telecommunications carrier that, upon denial of physical collocation, requests virtual collocation shall be automatically placed on the waiting list.
- 6.7.2 When space becomes available, Level 3 must submit an updated, complete, and correct application to BellSouth within thirty (30) calendar days of notification by BellSouth that space will be available in the Premises previously out of space. If Level 3 has originally requested caged Collocation Space and cageless Collocation Space becomes available, Level 3 may refuse such space and notify BellSouth in writing within the thirty (30) day timeframe that Level 3 wants to maintain its place on the

waiting list, without accepting the available cageless Collocation Space. Level 3 may accept an amount of space less than its originally requested space by submitting an application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If Level 3 does not submit an application or notify BellSouth in writing as described above, BellSouth will offer the space to the next telecommunications carrier on the waiting list and remove Level 3 from the waiting list. Upon request, BellSouth will advise Level 3 as to its position on the waiting list.

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

6.9 Application Response.

6.9.1 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, when space has been determined to be available for caged or cageless arrangements, BellSouth will provide an Application Response within twenty (20) calendar days of receipt of a Bona Fide application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and any other applicable space preparation fees, as described in Section 8.

6.9.2 In Florida 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 Level 3 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 Level 3 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 Level 3 may make an application modification or revision to (1) modifications to Customer Information, (2) Contact Information or, (3) Billing Contact Information, prior to a BFFO. However, any other modifications or revisions made prior to a BFFO will be treated as a revised application and handled as a revised application with respect to the response and provisioning intervals. BellSouth will charge Level 3 the

appropriate application fee associated with the level of assessment performed by BellSouth. If the modification requires no labor or capital expenditure by BellSouth, but BellSouth must perform an assessment of the application to evaluate whether or not BellSouth would be required to perform necessary infrastructure or provisioning activities, then an Administrative Only Application Fee shall apply. The fee for an application modification where the modification requested has limited effect (e.g., requires labor expenditure but no capital expenditure by BellSouth and where sufficient cable support structure, HVAC, power and terminations are available) shall be the Subsequent Application Fee as set forth in Exhibit B. A modification involving a capital expenditure by BellSouth shall require Level 3 to submit the application with an Initial Application Fee. This nonrecurring fee will be billed by BellSouth on the date that BellSouth provides Level 3 with an Application Response.

6.11 Bona Fide Firm Order.

6.11.1 Level 3 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 Level 3's Bona Fide Application or Level 3's application will expire.

6.11.2 BellSouth will establish a Firm Order date based upon the date BellSouth is in receipt of Level 3's BFFO. BellSouth will acknowledge the receipt of Level 3's BFFO within seven (7) calendar days of receipt, so that Level 3 will have positive confirmation that its BFFO has been received. BellSouth's response to a BFFO will include a Firm Order Confirmation, which contains the Firm Order date. No revisions can be made to a BFFO.

7. Construction and Provisioning

7.1 Construction and Provisioning Intervals.

7.1.1 In Florida and Tennessee, BellSouth will complete construction for collocation arrangements as soon as possible within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. For Augments requested to the Collocation Space after initial space completion, BellSouth will complete construction for collocation arrangements as soon as possible within a maximum of forty-five (45) calendar days from receipt of a BFFO or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant timeframe and BellSouth and Level 3 cannot agree upon a completion date, within forty-five (45) calendar days of receipt of the BFFO for an initial request, and within thirty (30) calendar days of receipt of the BFFO for an Augment, BellSouth may seek an extension from the Commission.

- 7.1.2 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, BellSouth will complete construction for caged collocation arrangements under ordinary conditions as soon as possible within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. BellSouth will complete construction for cageless collocation arrangements under ordinary conditions as soon as possible within a maximum of sixty (60) calendar days from receipt of a BFFO and ninety (90) calendar days from receipt of a BFFO for extraordinary conditions, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required such as, but not limited to, HVAC, cabling and the power plant. Extraordinary conditions shall include, but not be limited to, major BellSouth equipment rearrangements or additions; power plant additions or upgrades; major mechanical additions or upgrades; a major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.1.3 When Level 3 adds equipment within initial demand parameters that requires no additional space preparation work on the part of BellSouth, then no additional charges or additional intervals will be imposed by BellSouth that would delay Level 3'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 Level 3, when Level 3 requests an Augment after the Space Ready Date for existing physical collocation space. In such instances, Level 3 must provide an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for Level 3's point of termination.
- 7.1.4.1 Simple Augments will be completed within twenty (20) calendar days after receipt of the BFFO for an:
- Extension of Existing AC Circuit Capacity within Arrangement Where Sufficient Circuit Capacity is Available
 - Fuse Change and/or Increase or Decrease -48V DC Power from Existing ILEC BDFB
- 7.1.4.2 Minor Augments will be completed within forty-five (45) calendar days after receipt of the BFFO for:
- 168 DS1s Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
 - 96 DS3s Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)

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

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

- 168 DS1s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)
- 96 DS3s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)
- 99 Fiber Terminations (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)
- 2000 DS0s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)
- Install Cable Racking or Other Support Structures as Required to Support Co-Carrier Cross Connects (Adequate Floor or Ceiling Structural Capacity Exists and Support/Protection Structure for Fiber Patch Cord is Excluded)

7.1.4.4 Major Augments – Physical Collocation will be completed within ninety (90) calendar days after BFFO and includes all requests for additional physical collocation space (caged or cageless).

7.1.4.5 Major Augments – Virtual Collocation will be completed within seventy-five (75) calendar days after BFFO and includes all requests for additional virtual collocation space.

7.1.4.6 If Level 3 submits an augment application request that includes two augment items from the same category in Sections 7.1.4.1, 7.1.4.2, and 7.1.4.3 above, the augment interval associated with the next highest augment category will apply (e.g., if two items from the minor augment category are requested on the same request, then an interval of sixty (60) calendar days from the receipt of the BFFO would apply, which is the interval associated with the intermediate category).

7.1.4.7 If Level 3 submits an augment application request that includes three augment items from the same category in Sections 7.1.4.1, 7.1.4.2, and 7.1.4.3 above, the major augment interval of ninety (90) calendar days from the receipt of the BFFO would apply (e.g., if three items from the simple augment category are requested on the same request for a physical collocation arrangement, then an interval of ninety (90) calendar days from the receipt of the BFFO would apply, which is the major physical augment interval; likewise if three items from the simple augment category are requested on the same request for a virtual collocation arrangement, then an interval of seventy-five (75) calendar days from the receipt of the BFFO would apply, which is the major virtual augment interval;).

- 7.1.4.8 If Level 3 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 Level 3 and BellSouth. If Level 3 and BellSouth are unable to determine the appropriate category through negotiation, then the appropriate major augment category identified in Sections 7.1.4.4 and 7.1.4.5 would apply based on whether the augment request is for Level 3's physical or virtual collocation arrangement.
- 7.1.4.10 Individual application fees associated with simple, minor and intermediate augment applications are contained in Exhibit B. The appropriate application fee will be assessed to Level 3 at the time BellSouth provides Level 3 with the Application Response. Level 3 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 Level 3 will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a BFFO. BellSouth will provide the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide application and affirmed in the BFFO. The Collocation Space completion interval will be provided to Level 3 during the joint planning meeting.
- 7.3 Permits. Each Party or its agent(s) will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agent(s) within ten (10) calendar days of the completion of the finalized construction design and specifications.
- 7.4 Acceptance Walkthrough. Level 3 will schedule and complete an acceptance walkthrough of each Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notification to Level 3 that the Collocation Space is ready for occupancy. In the event Level 3 fails to complete an acceptance walkthrough within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by Level 3 on the Space Ready Date. BellSouth will correct any deviations to Level 3's original or jointly amended design and/or specification requirements within seven (7) calendar days after the walkthrough, unless the Parties jointly agree upon a different timeframe.
- 7.5 Circuit Facility Assignments (CFAs). Unless otherwise specified, BellSouth will provide CFAs to Level 3 prior to the applicable provisioning interval set forth herein

(Provisioning Interval) for those Premises in which Level 3 has a physical collocation arrangement with no POT bay or with a POT bay provided by BellSouth. BellSouth cannot provide CFAs to Level 3 prior to the Provisioning Interval for those Premises in which Level 3 has a physical collocation arrangement with a POT bay provided by Level 3 or a virtual collocation arrangement, until Level 3 provides BellSouth with the following information:

- 7.5.1 For a physical collocation arrangement with a Level 3-provided POT bay - a complete layout of the POT panels (equipment inventory update (EIU) form) showing locations, speeds, etc.
- 7.5.2 For a virtual collocation arrangement - a complete layout of Level 3's equipment (equipment inventory update (EIU) form), including the locations of the low speed ports and the specific frame terminations to which the equipment will be wired by Level 3's BellSouth Certified Supplier.
- 7.5.3 BellSouth cannot begin work on the CFAs until the complete and accurate EIU form is received from Level 3. If the EIU form is provided ten (10) calendar days prior to the ending date of the Provisioning Interval, then CFAs will be made available by the ending date of the Provisioning Interval. If the EIU form is not received ten (10) calendar days prior to the ending date of the Provisioning Interval, then the CFAs will be provided within ten (10) calendar days of receipt of the EIU form.
- 7.5.4 BellSouth will bill Level 3 a nonrecurring charge, as set forth in Exhibit B, each time Level 3 requests a resend of its CFAs for any reason other than a BellSouth error in the CFAs initially provided to Level 3.
- 7.6 Use of BellSouth Certified Supplier. Level 3 shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. Level 3 and Level 3's BellSouth Certified Supplier must follow and comply with all of the reasonable and nondiscriminatory requirements, outlined in BellSouth TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, Level 3 must select separate BellSouth Certified Suppliers for those work activities associated with transmission equipment, switching equipment and power equipment. BellSouth shall provide Level 3 with a list of BellSouth Certified Suppliers, upon request. The BellSouth Certified Supplier(s) shall be responsible for installing Level 3's equipment and associated components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and Level 3 upon successful completion of installation, etc. The BellSouth Certified Supplier shall bill Level 3 directly for all work performed for Level 3 pursuant to this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by Level 3's BellSouth Certified Supplier. BellSouth shall make available its supplier certification program to Level 3 or any supplier proposed by Level 3 and will not unreasonably withhold

certification. All work performed by or for Level 3 shall conform to generally accepted industry standards.

- 7.7 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth equipment and facilities. Level 3 shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service Level 3's Collocation Space. Upon request, BellSouth will provide Level 3 with an applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by Level 3. Both Parties shall use best efforts to notify the other of any verified environmental condition known to that Party.
- 7.8 Virtual to Physical Collocation Relocation. In the event physical Collocation Space was previously denied at a location due to technical reasons or space limitations and physical Collocation Space has subsequently become available, Level 3 may relocate its existing virtual collocation arrangement(s) to a physical collocation arrangement(s) and pay the appropriate fees associated with physical collocation and the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement, as outlined in the appropriate BellSouth Tariffs. In the event BellSouth knows when additional space for physical collocation may become available at the location requested by Level 3, such information will be provided to Level 3 in BellSouth's written denial of physical collocation space. To the extent that (i) physical Collocation Space becomes available to Level 3 within one hundred eighty (180) calendar days of BellSouth's written denial of Level 3's request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) Level 3 was not informed in the written denial that physical Collocation Space would become available within such one hundred eighty (180) calendar days, then Level 3 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. Level 3 must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Collocation Space to its physical Collocation Space and will bear the cost of such relocation.
- 7.8.1 In Alabama, BellSouth will complete a relocation from virtual collocation to cageless physical collocation within sixty (60) calendar days and from virtual collocation to caged physical collocation within ninety (90) calendar days.
- 7.9 Virtual to Physical Conversion (In-Place). Virtual collocation arrangements may be converted to "in-place" physical arrangements if the potential conversion meets the following four criteria: 1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual collocation arrangement; 2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its own future needs; 3) the converted arrangement does not limit BellSouth's ability to secure its own equipment and facilities due to the location of the virtual collocation arrangement; and 4) any changes to the arrangement can be accommodated by existing

power, HVAC, and other requirements. Unless otherwise specified, BellSouth will complete virtual to in-place physical collocation conversions within sixty (60) calendar days from receipt of the BFFO. BellSouth will bill Level 3 an Administrative Only Application Fee as set forth in Exhibit B on the date that BellSouth provides an Application Response to Level 3.

- 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, Level 3 cancels its order for the Collocation Space(s) (Cancellation), BellSouth will bill the applicable nonrecurring rate(s) for any and all work processes for which work has begun or been completed. In Georgia, if Level 3 cancels its order for Collocation Space at any time prior to space acceptance, BellSouth will bill Level 3 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. Level 3, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to build-out, equip and/or occupy the Collocation Space.
- 7.12 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified in Exhibit A attached hereto.
- 7.13 Basic Telephone Service. Upon request of Level 3, BellSouth will provide basic telephone service to the Collocation Space under the rates, terms and conditions of the current tariff offering for the service requested.

8. Rates and Charges

- 8.1 Application Fee. BellSouth shall assess an application fee via a service order, which shall be issued at the time BellSouth responds that space is available pursuant to Section 6.10 (Application Response). BellSouth will bill this nonrecurring fee on the date that BellSouth provides an Application Response to Level 3.
 - 8.1.1 In Tennessee the applicable application fee is the planning fee for both Initial Applications and Subsequent Applications placed by Level 3. BellSouth will bill this nonrecurring fee on the date that BellSouth provides an Application Response to Level 3.
- 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 Level 3's BFFO.

- 8.3 Recurring Charges. If Level 3 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 Level 3 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 Level 3 occupies the space prior to the Space Ready Date, the date Level 3 occupies the space becomes the new Space Acceptance Date and billing for recurring charges begin on that date.
- 8.4 Space Preparation. Space preparation fees consist of a nonrecurring charge for Firm Order processing and monthly recurring charges for central office modifications assessed per arrangement, per square foot and common systems modifications assessed per arrangement, per square foot for cageless collocation and per cage for caged collocation. Level 3 shall remit payment of the nonrecurring Firm Order processing fee coincident with submission of a BFFO. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event Level 3 opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to Level 3 as prescribed in this Section.
- 8.5 Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the Premises but does not include any power-related costs incurred by BellSouth. When the Collocation Space is enclosed, Level 3 shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, Level 3 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 Level 3's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, Level 3 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 Level 3's Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay (BDFB) at Level 3's option within the Premises. Recurring charges for DC Power will be monthly billed on a per fused amp basis. BellSouth will revise recurring power charges to reflect a power upgrade upon notification of the completion of the upgrade by Level 3'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 Level 3 certifying the completion of the power

reduction, including the removal of the power cabling by Level 3'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 Level 3's BellSouth Certified Supplier. When obtaining power from a BellSouth power board, power cables (A&B) must be engineered (sized), and installed by Level 3's BellSouth Certified Supplier. Level 3 is responsible for contracting with a BellSouth Certified Supplier for power distribution feeder cable runs from a BellSouth BDFB or BellSouth power board to Level 3's equipment. The determination of the BellSouth BDFB or BellSouth power board as the power source will be made at BellSouth's sole, but reasonable, discretion. The BellSouth Certified Supplier contracted by Level 3 must provide BellSouth with a copy of the engineering power specifications prior to the day on which Level 3'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 Level 3's arrangement area. Level 3 shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within Level 3's arrangement, power cable feeds, and terminations of cable. Any terminations at a BellSouth power board must be performed by a BellSouth Certified Supplier. Level 3 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 Level 3 elects to install its own DC Power Plant, BellSouth shall provide Alternating Current (AC) power to feed Level 3'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 Level 3's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. Level 3'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 Level 3's option, Level 3 may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.
- 8.6.3 In Tennessee, recurring charges for -48V DC power consumption will be assessed per ampere per month based upon the engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable racks to Level 3's equipment or space enclosure. Level 3 shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within Level 3's arrangement and terminations of cable within the Collocation Space.

- 8.6.3.1 In Tennessee, nonrecurring charges for –48V DC power distribution will be based on the common power feeder cable support structure between the BellSouth BDFB and Level 3's arrangement area.
- 8.6.4 In Alabama and Louisiana, Level 3 has the option to purchase power directly from an electric utility company. Under such an option, Level 3 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 Level 3. Level 3's BellSouth Certified Supplier must comply with all applicable safety codes, including the National Electric Safety Codes, in installing this power arrangement. If Level 3 previously had power supplied by BellSouth, Level 3 may request to change its arrangement to obtain power from an electric utility company by submitting a Subsequent Application. BellSouth will waive any application fee for this subsequent application if no other change was requested therein. Any floor space, cable racking, etc. utilized by Level 3 in provisioning said power will be billed on an ICB basis.
- 8.6.5 In South Carolina, Level 3 has the option to purchase power directly from an electric utility company where technically feasible and where space is available in a requested Premises. Under such an option, Level 3 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 Level 3. Level 3's BellSouth Certified Supplier must comply with all applicable national, regional, state and local safety, electrical, fire and building codes, including the National Electric Safety Code standards, in installing this power arrangement, just as BellSouth is required to comply with these codes. Level 3 must submit an application to BellSouth for the appropriate amount of Collocation Space that Level 3 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 Level 3's power equipment and facilities. This type of power arrangement must be located in an appropriate area in the central office that has been properly conditioned for the installation of power equipment and conforms to the applicable national, regional, state and local safety, electrical, fire and building codes. BellSouth shall waive the application fee or any other nonrecurring charge that would otherwise be due from a CLEC that decides to reconfigure an existing collocation power arrangement so as to purchase power directly from an electric utility company as provided herein. Level 3 shall be responsible for the recurring charges associated with the central office space needed for collocation of this type of power arrangement, including space required to place associated power-related equipment and facilities (i.e., batteries, generator, power meter, etc.). If there is no space available for this type of power arrangement in the requested central office,

BellSouth may seek a waiver of these requirements from the Commission for the central office requested. Level 3 would still have the option to order its power needs directly from BellSouth.

- 8.6.6 If Level 3 requests a reduction in the amount of power that BellSouth is currently providing, Level 3 must submit a Subsequent Application. If no modification to the Collocation Space is requested other than the reduction in power, the Subsequent Application Fee for Power Reduction as set forth in Exhibit B will apply. If modifications are requested in addition to the reduction of power, the Subsequent Application Fee will apply. BellSouth will bill this nonrecurring fee on the date that BellSouth provides an Application Response.
- 8.6.7 In Alabama and Louisiana, if Level 3 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, Level 3 must submit a Subsequent Application. BellSouth will respond to such application within seven (7) calendar days and no application fee will apply.
- 8.7 Security Escort. A security escort will be required whenever Level 3 or its approved agent desires access to the entrance manhole or must have access to the Premises after the one accompanied site visit allowed pursuant to Section 5 prior to completing BellSouth's Security Training requirements. Rates for a security escort are assessed according to the schedule appended hereto as Exhibit B beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and Level 3 shall pay for such half-hour charges in the event Level 3 fails to show up. The BellSouth Access Customer Advocacy Center (ACAC) emergency access contact numbers will be provided to Level 3 for access related issues.
- 8.8 Cable Record charges. These charges apply for work required to build cable records in BellSouth systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records. These nonrecurring fees will be billed upon receipt of Level 3'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 Level 3 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 B+.
- 9.2 Level 3 shall maintain the following specific coverage:

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- 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.
- 9.3 All policies purchased by Level 3 shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to Premises and shall remain in effect for the term of this Attachment or until all Level 3's property has been removed from BellSouth's Premises, whichever period is longer.
- 9.4 Level 3 shall submit certificates of insurance reflecting the coverage required pursuant to this Section 30 business days prior to the commencement of any initial work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. Level 3 shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from Level 3's insurance company. Level 3 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
- 9.5 Level 3 must conform to recommendations made by BellSouth's fire insurance company, if capital expenditures are not required on Level 3's part, to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 9.6 BellSouth shall procure and maintain insurance coverage, or will maintain a program of self insurance, at equivalent or higher levels as those imposed upon Level 3 under this Section.
- 9.7 Notwithstanding self-insured retentions, if Level 3's net worth exceeds five hundred million dollars (\$500,000,000), Level 3 may elect to request self insurance in lieu of obtaining any of the insurance required in Sections 9.2.1 and 9.2.2. Level 3 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 Level 3 in the event that

self insurance status is not granted to Level 3. If BellSouth approves Level 3 for self insurance, Level 3 shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of Level 3's corporate officers. The ability to self insure shall continue so long as Level 3 meets all of the requirements of this Section. If Level 3 subsequently no longer satisfies this Section, Level 3 is required to purchase insurance as indicated by Sections 9.2.1 and 9.2.2. 9.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

9.8 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 Level 3), 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 Level 3's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between Level 3's equipment and equipment of BellSouth. BellSouth may conduct an inspection if Level 3 adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide Level 3 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, consistent with FCC requirements, Level 3 will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Level 3 employee hired in the past five years being considered for work on the Premises, for the states/counties where the Level 3 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. Level 3 shall not be required to perform this investigation if an affiliated company of Level 3 has performed an investigation of the Level 3 employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if Level 3 has performed a pre-employment statewide investigation of criminal history records of the Level 3 employee for the states/counties where the Level 3 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 Level 3 will be required to administer to its personnel assigned to the Premises security training provided on the BellSouth website, and as outlined in the CLEC Security Training documents.
- 12.3 Level 3 shall provide its employees and agents with picture identification, which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo identification card shall bear, at a minimum, the employee's name and photo, and the Level 3 employee will also have other photo identification identifying employment with Level 3. BellSouth reserves the right to remove from its Premises any employee of Level 3 not possessing identification issued by Level 3 or who has violated any of BellSouth's policies as outlined in the CLEC Security Training documents. Level 3 shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Premises. Level 3 shall be solely responsible for ensuring that any Guest(s) of Level 3 is in compliance with all subsections of this Section.
- 12.4 Level 3 shall not assign to the Premises any personnel with records of felony criminal convictions. Level 3 shall not assign to the Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth on a reasonable and nondiscriminatory basis, reserves the right to refuse building access to any Level 3 personnel who have been identified to have misdemeanor criminal convictions, as long as such misdemeanor convictions do represent a security risk. Notwithstanding the foregoing, in the event that Level 3 chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, Level 3 may, in the alternative, certify to BellSouth that it shall not assign to the Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 12.4.1 Level 3 shall not knowingly assign to the Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.4.2 Level 3 shall not knowingly assign to the Premises any individual who was a former supplier of BellSouth and whose access to a Premises was revoked due to commission

of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.

- 12.5 For each Level 3 employee or agent hired by Level 3 within five years of being considered for work on the Premises, who requires access to a Premises pursuant to this Attachment, Level 3 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, Level 3 will disclose the nature of the convictions to BellSouth at that time. In the alternative, Level 3 may certify to BellSouth that it shall not assign to the Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 12.5.1 For all other Level 3 employees requiring access to a Premises pursuant to this Attachment, Level 3 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, Level 3 shall promptly remove from Premises any employee of Level 3 BellSouth does not wish to grant access to its Premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of Level 3 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 Level 3'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 Level 3's Security representative of such interview. Level 3 and its suppliers shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Level 3's employees, agents, or suppliers. Additionally, BellSouth reserves the right to bill Level 3 for all reasonable costs associated with investigations involving its employees, agents, or suppliers if it is established and mutually agreed in good faith that Level 3's employees, agents, or suppliers are responsible for the alleged act. BellSouth shall bill Level 3 for BellSouth property, which is stolen or damaged where an investigation determines the culpability of Level 3's employees, agents, or suppliers and where Level 3 agrees, in good faith, with the results of such investigation. Level 3 shall notify BellSouth in writing immediately in the event that Level 3 discovers one of its employees already working on the Premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth's Premises, any employee found to have violated the security and safety requirements of this Section. Level 3 shall hold

BellSouth harmless for any damages resulting from such removal of its personnel from Premises.

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

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

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

13. Destruction of Collocation Space

13.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for Level 3'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 Level 3'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 Level 3, 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. Level 3 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 Level 3's acceleration of the project increases the cost of the project, then those additional charges will be incurred by Level 3. Where allowed and where practical, Level 3 may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, Level 3 shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for Level 3's permitted use, until such Collocation Space is fully repaired and restored and Level 3's equipment installed therein (but in no event later than thirty (30) calendar days after the

Collocation Space is fully repaired and restored). Where Level 3 has placed an Adjacent Arrangement pursuant to Section 3.4, Level 3 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 Level 3 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 Level 3 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 Level 3 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 Level 3 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. Level 3 should contact 1-800-743-6737 for any BellSouth MSDS required.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for Level 3 to follow when working at a Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and suppliers of BellSouth for environmental protection. Level 3 will require its suppliers, agents and others accessing the Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by Level 3 when operating in the Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the Level 3 space with proper notification. BellSouth reserves the right to stop any Level 3 work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Premises.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the Premises by Level 3 are owned by Level 3. Level 3 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 Level 3 or different hazardous materials used by Level 3 at Premises. Level 3 must demonstrate adequate emergency response capabilities for its materials used or remaining at the Premises.
- 1.6 Spills and Releases. The Parties disagree on the issue contained in this Section 1.6 of Exhibit A; however, in the interim, the Parties agree to use the language as stated in this Section 1.6, until a

subsequent agreement has been put into place. When contamination is discovered at a Premises, either Party discovering the condition must notify the other Party. All Spills or Releases of regulated materials will immediately be reported by Level 3 to BellSouth.

- 1.7 Coordinated Environmental Plans and Permits. BellSouth and Level 3 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 Level 3 will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, Level 3 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 Level 3 shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages (including direct and indirect damages and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, suppliers, or employees concerning its operations at the Premises.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

- 2.1 When performing functions that fall under the following Environmental categories on BellSouth's Premises, Level 3 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. Level 3 further agrees to cooperate with BellSouth to ensure that Level 3'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 Level 3, its employees, agents and/or suppliers.
- 2.2 The most current version of the reference documentation must be requested from Level 3's BellSouth Regional Contract Manager (RCM) (f/k/a Account Team Collocation Coordinator – ATCC).

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent	Compliance with all applicable local, state, & federal laws and regulations	Std T&C 450 Fact Sheet Series 17000

tubes, solvents & cleaning materials)	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 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 Premises which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

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

4. ACRONYMS

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

BST – BellSouth Telecommunications

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

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

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

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

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std T&C - Standard Terms & Conditions

Exhibit 1 to Amendment

COLLOCATION - Alabama															
CATEGORY	RATE ELEMENTS	Interm	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	SOMAN	SOMAN		
PHYSICAL COLLOCATION															
	Physical Collocation - Initial Application Fee			CLO	PE1BA		1,879.48		0.51						
	Physical Collocation - Subsequent Application Fee			CLO	PE1CA		1,566.60								
	Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		742.15								
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		600.71								
	Physical Collocation - Space Preparation - C O Modification per square ft			CLO	PE1SK	1.96									
	Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL	2.62									
	Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM	88.86									
	Physical Collocation - Cable Installation, Pncing, non-recurring charge, per Entrance Cable			CLO	PE1BD		859.71		22.49						
	Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ	3.22									
	Physical Collocation - Cable Support Structure, per Entrance Cable			CLO	PE1PM	17.11									
	Physical Collocation - Power, -48V DC Power - per Fused Amp			CLO	PE1PL	7.83									
	Physical Collocation - Power Reconfiguration Only, Application Fee			CLO	PE1PR		398.76								
	Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB	4.91									
	Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD	9.84									
	Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	14.74									
	Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	34.08									
	Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEQ, UNLDX, UNCNX, UEA, UCL, UAL, UHL, UDC, UDN, UNCXX	PE1P2	0.03	12.30	11.80	6.03	5.44					
	Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCXX, UNCDX, UCL, UDL	PE1P4	0.05	12.39	11.87	6.39	5.73					
	Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, UEPEX, UEPDX, USL, ULC, U1TD1, UNC1X	PE1P1	1.11	22.03	15.93	6.40	5.79					
	Physical Collocation - DS3 Cross-Connect, provisioning			UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNC3X, 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					

Exhibit 1 to Amendment

COLLOCATION - Alabama										Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
						First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - 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								
	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									

Exhibit 1 to Amendment

COLLOCATION - Alabama														Attachment: 4		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates (\$)				
													Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l
	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	PE1K1	1,058.00			1.21								
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Fiber Cable Support Structure, per cable	I		CLO	PE1DU	535.37											
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per cable	I		CLO	PE1DV	535.37											
ADJACENT COLLOCATION																	
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.14											
	Adjacent Collocation - Electrical Facility Charge per Linear Ft			CLOAC	PE1JC	5.41											
	Adjacent Collocation - 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	19.85	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											
VIRTUAL COLLOCATION																	
	Virtual Collocation - Application Fee			AMTFS	EAF		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,UDC,UAL,UHL,UCL,U	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,UNCDCX	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							

Exhibit 1 to Amendment

COLLOCATION - Alabama											Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interm	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect							
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLC3, 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, UEPPDX	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, UNC3X, 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									
	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	SPTBX		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									

Exhibit 1 to Amendment

COLLOCATION - Florida										Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interm	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
						First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
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			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			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, UEPEX, USL, ULC, U1TD1, UNC1X	PE1P1	1.32	27.77	15.52	5.93	4.77					
	Physical Collocation - DS3 Cross-Connect, provisioning			UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNC3X, 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			ULD03, 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									

Exhibit 1 to Amendment

COLLOCATION - Florida						Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4		Exhibit: B			
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 First				
						SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN		
	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			CLO	PE1BV		33.00						
	Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00						
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00						
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00						
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR		23.00						
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		23.00						
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		33.00						
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		37.00						
	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	0.0014							
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		584.11						

COLLOCATION - Florida										Attachment: 4		Exhibit: B				
CATEGORY	RATE ELEMENTS	Interm	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS Rates (\$)
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	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,U DL,U CL	PE1P2		0.0213	24.69	23.69	11.77	10.62					
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,U DL,U CL	PE1P4		0.0426	24.88	23.83	12.04	10.80					
	Adjacent Collocation - DS1 Cross-Connects			UEA,UHL,U DL,U CL	PE1P1		1.22	44.24	31.98	12.07	10.91					
	Adjacent Collocation - DS3 Cross-Connects			UEA,UHL,U DL,U CL	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									
VIRTUAL COLLOCATION																
	Virtual Collocation - Application Fee			AMTFS	EAF		4,122.00	1,249.00								
	Virtual Collocation Administrative Only - Application Fee	I		AMTFS	VE1AF		742.00									
	Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX		12.45	985.00								
	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,U CL,U EQ,UNCVX,UNC DX,UNCNX	UEAC2		0.0502	11.57								
	Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,U CL,U DL,U AL,UDN,UNCVX,UNC DX	UEAC4		0.0502	11.57								
	Virtual Collocation - 2-Fiber Cross Connects			UDL12,UDL03,U1T48,U1T12,U1T03,ULDO3,ULD12,ULD48,UDF	CNC2F		6.71	2,431.00								
	Virtual Collocation - 4-Fiber Cross Connects			UDL12,UDL03,U1T48,U1T12,U1T03,ULDO3,ULD12,ULD48,UDF	CNC4F		6.71	2,431.00								

Exhibit 1 to Amendment

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		
	Virtual collocation - Special Access & UNE, cross-connect per DS1			USL,ULC, ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, UEPEX, UEPDX	CNC1X	7.50	155.00	14.00									
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL,UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	56.25	151.90	11.83									
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear 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										
	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 CLI			AMTFS	VE1QR		77.54										

COLLOCATION - Georgia										Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS	Inter m	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First						
										SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION															
	Physical Collocation - Initial Application Fee			CLO	PE1BA		1,285.98								
	Physical Collocation - Subsequent Application Fee			CLO	PE1CA		1,085.48								
	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			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, UNLDX, 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, UEPPX, USL, ULC, U1TD1, UNC1X	PE1P1	0.3726									
	Physical Collocation - DS3 Cross-Connect, provisioning			UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3	PE1P3	4.06									
	Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	1.72									
	Physical Collocation - 4-Fiber Cross-Connect			ULD03, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	3.30									

COLLOCATION - Georgia										Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interm	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
	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 DS0 Circuit			CLO	PE1BO		33.00								
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00								
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00								
	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 DS0 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-Corner Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear ft			CLO	PE1ES	0.001									

COLLOCATION - Georgia										Attachment: 4		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interm	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring First	Nonrecurring Add'l	SOME C	SOMAN
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect-Copper/Coax Cable Support Structure, per lin. ft			CLO	PE1DS	0.0015							
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT	583.18							
	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,U DL,UCL	PE1P2	0.0172							
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,U DL,UCL	PE1P4	0.0344							
	Adjacent Collocation - DS1 Cross-Connects			UEA,UHL,U DL,UCL	PE1P1	0.3608							
	Adjacent Collocation - DS3 Cross-Connects			UEA,UHL,U DL,UCL	PE1P3	4.73							
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	1.66							
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	3.24							
	Adjacent Collocation - Application Fee			CLOAC	PE1JB	1,382.19		0.50					
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.14							
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	10.30							
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	15.44							
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	35.65							
	Adjacent Collocation - 240V, Three Phase Standby Power Rate per AC Breaker Amp	I		CLOAC	PE1JD	35.65							
VIRTUAL COLLOCATION													
	Virtual Collocation - Application Fee			AMTFS	EA F	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,U DC,UAL,UHL,UCL,U EQ,UNCVX,UNCDX,UNCNX	UEAC2	0.0188							

Exhibit 1 to Amendment

COLLOCATION - Georgia										Attachment: 4		Exhibit: B							
CATEGORY	RATE ELEMENTS	Interm	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
						Rec	Nonrecurring		Nonrecurring Disconnect										
										OSS Rates (\$)									
										First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	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,ULD03,ULD12,ULD48,UDF	CNC2F	1.73													
	Virtual Collocation - 4-Fiber Cross Connects			UDL12,UDLO3,U1T48,U1T12,U1T03,ULD03,ULD12,ULD48,UDF	CNC4F	3.45													
	Virtual collocation - Special Access & UNE, cross-connect per DS1			USL,UCL,ULR,UXTD1,UNC1X,ULDD1,U1TD1,USLEL,UNLD1,UEPEX,UEPDX	CNC1X	0.3726													
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL,UE3,U1TD3,UXTS1,UXTD3,UNC3X,UNCSX,ULDD3,U1TS1,ULDS1,UDLSX,UNLD3	CND3X	4.06													
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot			AMTFS	VE1CB	0.0023													
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0034													
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable			AMTFS	VE1CC		553.43												
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		553.43												
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA		743.65	478.06	125.75										
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		317.60		177.77										
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		4.48		5.30										
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		2.22		2.63										
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		7.76		9.19										
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		83.45		73.57										
	Virtual collocation - Security Escort - Basic, per half hour			AMTFS	SPTBX		16.52		10.83										
	Virtual collocation - Security Escort - Overtime, per half hour			AMTFS	SPTOX		21.92		14.19										
	Virtual collocation - Security Escort - Premium, per half hour			AMTFS	SPTPX		27.31		17.55										
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		26.54		10.83										
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		35.44		14.19										
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		44.34		17.55										
	Virtual Collocation - Request Resend of CFA Information, per CLI			AMTFS	VE1QR		77.42												
	Virtual Collocation, Entrance Cable Support Structure, Copper, per each 100 pairs or fraction thereof (CO Manhole to Frame)	I		AMTFS	VE1EE	0.23													
	Virtual Collocation, Entrance Cable Installation, Copper, per Cable (CO Manhole to Frame)	I		AMTFS	VE1EF		755.15		21.51										
	Virtual Collocation, Entrance Cable Installation, Copper, per each 100 pairs or fraction thereof (CO Manhole to Frame)	I		AMTFS	VE1EG		9.12												

Exhibit 1 to Amendment

COLLOCATION - Kentucky						Attachment: 4		Exhibit: B							
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
						First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION															
	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			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	37.60									
	Physical Collocation - 2-wire cross-connect, loop, provisioning			UEAN, UEQ, UNLDX, UNCNX, UEA, UCL, UAL, UHL, UDC, UDN, UNCVX	PE1P2	0.0333	24.68	23.08	12.14	10.95					
	Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0665	24.88	23.02	12.77	11.46					
	Physical Collocation - DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, UEPEX, UEPDX, USL, ULC, U1TD1, UNCX	PE1P1	1.46	44.23	31.88	12.61	11.57					
	Physical Collocation - DS3 Cross-Connect, provisioning			UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNC3S, ULDD3, U1TS1, ULDS1, UNLD3	PE1P3	16.89	41.93	30.51	14.75	11.83					
	Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1T03, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	3.75	41.93	30.51	14.76	11.84					
	Physical Collocation - 4-Fiber Cross-Connect			ULD03, ULD12, ULD48, U1T03, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	6.65	51.29	39.87	19.41	16.49					

COLLOCATION - Kentucky																		
CATEGORY	RATE ELEMENTS	Interm	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 - 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		15.64											
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		45.74											
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		26.29											
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		26.29											
	Physical Collocation - Space Availability Report, per 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 3500 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 T1E			CLO	PE1C1		4.52		5.54									
	Physical Collocation, Cable Records, DS3, per T3 T1E			CLO	PE1C3		15.81		19.39									
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		109.63		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											
	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												

COLLOCATION - Kentucky										Attachment: 4		Exhibit: B				
CATEGORY	RATE ELEMENTS	Interm	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS Rates (\$)
							First	Add'l	First	Add'l	SOMECC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	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		584.98		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,UCL,UCL	PE1P2	0.0258	24.68	23.68	12.14	10.95						
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UCL,UCL	PE1P4	0.0515	24.88	23.82	12.77	11.46						
	Adjacent Collocation - DS1 Cross-Connects			UEA,UHL,UCL,UCL	PE1P1	1.37	44.23	31.98	12.81	11.57						
	Adjacent Collocation - DS3 Cross-Connects			UEA,UHL,UCL,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	14.75	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										
VIRTUAL COLLOCATION																
	Virtual Collocation - Application Fee			AMTFS	FAF		2,419.86		1.01							
	Virtual Collocation Administrative Only - Application Fee	I		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,U DC,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,UDL03, U1T48,U1T12, U1T03,ULD03, ULD12,ULD48,UDF	CNC2F	3.80	41.94	30.51	14.76	11.84						

COLLOCATION - Kentucky										Attachment: 4		Exhibit: B				
CATEGORY	RATE ELEMENTS	Interm	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect							
							First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC4F	7.59	51.29	39.87	19.41	16.49						
	Virtual collocation - Special Access & UNE, cross-connect per DS1			USL,ULC, ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, UEPEX, UEPDX	CNC1X	1.48	44.23	31.98	12.81	11.57						
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL,UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	18.89	41.93	30.51	14.75	11.83						
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot			AMTFS	VE1CB	0.003										
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0045										
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure,per cable			AMTFS	VE1CC		535.55									
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		535.55									
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA		1,524.45	980.01	267.02							
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		656.37		379.70							
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		9.85		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									

COLLOCATION - Louisiana										Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION															
	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	PE1PL	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, UNLQX, UNCNX, UEA, UCL, UAL, UHL, UDC, UDN, UNCVX	PE1P2	0.0318	11.94	11.46							
	Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0636	12.04	11.53							
	Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L,WDS1S, UXTD1, ULDD1, USLEL, UNLD1, UEPEX, UEPDX, USL, ULC, U1TD1, UNC1X	PE1P1	1.04	21.39	15.47							
	Physical Collocation - DS3 Cross-Connect, provisioning			UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3	PE1P3	13.21	20.28	14.76							
	Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	2.62	20.28	14.76							
	Physical Collocation - 4-Fiber Cross-Connect			ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	4.65	24.81	19.29							

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			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	
						Rec	First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	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/DSO Cable, per cable record			CLO	PE1CE	5.29										
	Recurring Collocation Cable Records - VG/DSO Cable, per each 100 pair			CLO	PE1CT	0.08										
	Recurring Collocation Cable Records - DS1, per 11TIE			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 DSO Circuit			CLO	PE1BO		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00									
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR		23.00									
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		23.00									
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		33.00									
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		37.00									
	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-Corner Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear ft			CLO	PE1ES	0.001										
	Physical Collocation - Co-Corner Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per lin. ft			CLO	PE1DS	0.0015										

COLLOCATION - Louisiana																
CATEGORY	RATE ELEMENTS	Interm	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
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect. Application Fee, per application			CLO	PE1DT	583.30										
	Physical Collocation - Copper Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EA	1,358.81	42.653									
	Physical Collocation - Copper Entrance Cable Installation, per 100 Pairs			CLO	PE1EB	18.074										
	Physical Collocation - Fiber Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EC	1,163.609	42.653									
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED	7.23										
	Physical Collocation - Application Cost, Simple Augment			CLO	PE1ES	596.35			1.22							
	Physical Collocation - Application Cost, Minor Augment			CLO	PE1EM	836.18			1.22							
	Physical Collocation - Application Cost, Intermediate Augment			CLO	PE1EN	1,061.00			1.22							
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Fiber Cable Support Structure, per cable	I		CLO	PE1DU	534.79										
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per cable	I		CLO	PE1DV	534.79										
ADJACENT COLLOCATION																
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0552										
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.61										
	Adjacent Collocation - 2-Wire Cross-Connects			UEA,UHL,UCL,UCL	PE1P2	0.0245	11.94	11.46								
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UCL,UCL	PE1P4	0.0491	12.04	11.53								
	Adjacent Collocation - DS1 Cross-Connects			UEA,UHL,UCL,UCL	PE1P1	0.9605	21.39	15.47								
	Adjacent Collocation - DS3 Cross-Connects			UEA,UHL,UCL,UCL	PE1P3	13.01	20.28	14.76								
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	2.20	20.28	14.76								
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	4.21	24.81	19.29								
	Adjacent Collocation - Application Fee			CLOAC	PE1JB	1,543.20										
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.45										
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	10.92										
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	16.37										
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	37.80										
VIRTUAL COLLOCATION																
	Virtual Collocation - Application Fee			AMTFS	EA F	1,770.40										
	Virtual Collocation Administrative 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	ESPVX	3.20										
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	8.32										
	Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX	16.02										
	Virtual Collocation - 2-wire Cross Connects (loop)			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ, UNCVX, UNCDX, UNCNX	UEAC2	0.0296	11.94	11.46								
	Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UCL, UAL, UDN, UNCVX, UNCDX	UEAC4	0.0591	12.04	11.53								
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC2F	2.65	20.29	14.76								

Exhibit 1 to Amendment

COLLOCATION - Louisiana															
CATEGORY	RATE ELEMENTS	Interm	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	OSS Rates (\$)					
										SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC4F	5.31	24.81	19.29							
	Virtual collocation - Special Access & UNE, cross-connect per DS1			USL,ULC, ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, UEPEX, UEPPX	CNC1X	1.04	21.39	15.47							
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL,UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	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								
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		534.79								
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA	10.97									
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB	5.29									
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC	0.08									
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD	0.04									
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE	0.13									
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF	1.37									
	Virtual collocation - Security Escort - Basic, per half hour			AMTFS	SPTBX		16.44	10.42							
	Virtual collocation - Security Escort - Overtime, 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	CTRLX		27.12	10.42							
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		35.42	13.45							
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		43.72	16.49							
	Virtual Collocation - Request Resend of CFA Information, per CLI			AMTFS	VE1QR		77.43								

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	Nonrecuring	
										SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION															
	Physical Collocation - Initial Application Fee			CLO	PE1BA	1,690.38									
	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, Pncng, 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					
	Physical Collocation - DS3 Cross-Connect, provisioning			UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3	PE1P3	14.49	21.01	15.29	7.61	6.10					
	Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	2.87	21.01	15.29	7.61	6.10					
	Physical Collocation - 4-Fiber Cross-Connect			ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	5.10	25.70	19.97	10.01	8.50					

COLLOCATION - Mississippi																
CATEGORY	RATE ELEMENTS	interm	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	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	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/DSO Cable, per cable record (maximum 3600 records)			CLO	PE1CD		328.81		190.22							
	Physical Collocation, Cable Records, VG/DSO 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									
	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										

Exhibit 1 to Amendment

COLLOCATION - Mississippi						Attachment: 4				Exhibit: B					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
						First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT	583.13									
	Physical Collocation - Copper Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EA	1,265.629	42.641								
	Physical Collocation - Copper Entrance Cable Installation, per 100 Pairs			CLO	PE1EB	18.069									
	Physical Collocation - Fiber Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EC	1,070.484	42.641								
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED	7.228									
	Physical Collocation - Application Cost, Simple Augment			CLO	PE1KS	597.34		1.22							
	Physical Collocation - Application Cost, Minor Augment			CLO	PE1KM	837.57		1.22							
	Physical Collocation - Application Cost, Intermediate Augment			CLO	PE1K1	1,063.00		1.22							
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Fiber Cable Support Structure, per cable	I		CLO	PE1DU	534.65									
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per cable	I		CLO	PE1DV	534.65									
ADJACENT COLLOCATION															
	Adjacent Collocation - Space Charge per Sq Ft			CLOAC	PE1JA	0.0678									
	Adjacent Collocation - Electrical Facility Charge per Linear Ft			CLOAC	PE1JC	4.88									
	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									
VIRTUAL COLLOCATION															
	Virtual Collocation - Application Fee			AMTFS	EAF	1,212.25		0.51							
	Virtual Collocation Administrative Only - Application Fee	I		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					

Exhibit 1 to Amendment

COLLOCATION - Mississippi											Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect							
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC4F	5.82	25.70	19.97	10.01	8.50						
	Virtual Collocation - Special Access & UNE, cross-connect per DS1			USL, ULC, ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, UEPEX, UEPEX	CNC1X	1.14	22.16	16.02	6.60	5.97						
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	14.49	21.01	15.29	7.61	6.10						
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear 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									
	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									

Exhibit 1 to Amendment

COLLOCATION - North Carolina										Attachment: 4		Exhibit: B							
CATEGORY	RATE ELEMENTS	Inter m	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates (\$)						
													Rec	Nonrecurring		Nonrecurring Disconnect		SOME C	SOMAN
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, UNCNX, 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, UEPDX, USL, ULC, U1TD1, UNC1X	PE1P1	1.38	52.87	39.86											
	Physical Collocation - DS3 Cross-Connect, provisioning	I		UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3	PE1P3	17.62	51.97	38.59											
	Physical Collocation - 2-Fiber Cross-Connect	I		CLO, ULDO3, ULD12, ULD48, U1T03, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	3.50	51.97	38.59											

Exhibit 1 to Amendment

COLLOCATION - North Carolina											Attachment: 4		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
	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, Security System, per Central Office	I		CLO	PE1AX	41.03									
	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		26.51								
	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								
	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								

COLLOCATION - North Carolina											Attachment: 4		Exhibit: B									
CATEGORY	RATE ELEMENTS	Interm	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l							
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS Rates (\$)						
							First	Add'l	First							Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - Virtual to Physical Collocation In-Place/Relocation, space cable facilities assigned to Collocation Space, per 700 cable 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,UCL,UCL	PE1P2		0.0239	33.53	31.65													
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UCL,UCL	PE1P4		0.0477	33.67	31.70													
	Adjacent Collocation - DS1 Cross-Connects			UEA,UHL,UCL,UCL	PE1P1		1.28	52.87	39.86													
	Adjacent Collocation - DS3 Cross-Connects			UEA,UHL,UCL,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															
VIRTUAL COLLOCATION																						
	Virtual Collocation - Application Fee			AMTFS	VEAF			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,UCL, UAL, UDN, UNCVX, UNCDX	UEAC4	0.0417						26.94	12.76									

COLLOCATION - North Carolina														Attachment: 4		Exhibit B			
CATEGORY	RATE ELEMENTS	Interm	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates (\$)						
													Rec	Nonrecurring		Nonrecurring Disconnect		SOMEc	SOMAN
													First	Add'l	First	Add'l			
	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,ULC, ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, UEPEX, UEPEX	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													26 94	12 76
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE													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 T1T1E			AMTFS	VE1BD		4 40 I	4 40 S	5 17 I	5 17 S									
	Virtual Collocation Cable Records - DS3, per T3T1E			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	SPTGX		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 CLLI			AMTFS	VE1QR		77 48												

COLLOCATION - South Carolina														Attachment: 4		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interm	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
						Rec	Nonrecurring		Nonrecurring Disconnect							SOME C	SOMAN
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, Pncing, 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, UEPOX, USL, ULC, U1TD1, UNC1X	PE1P1	1.12	22.08	15.96	6.42	5.80							
	Physical Collocation - DS3 Cross-Connect, provisioning			UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3	PE1P3	14.21	20.94	15.23	7.39	5.93							
	Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	2.82	20.94	15.23	7.40	5.93							
	Physical Collocation - 4-Fiber Cross-Connect			ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	5.01	25.61	19.90	9.73	8.26							

COLLOCATION - South Carolina										Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interm	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
						First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	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/DSO Cable, per cable record (maximum 3600 records)			CLO	PE1CD		327.65		189.54						
	Physical Collocation, Cable Records, VG/DSO 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								
	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									

COLLOCATION - South Carolina										Attachment: 4		Exhibit: B				
CATEGORY	RATE ELEMENTS	Interm	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS Rates (\$)
							First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	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,UCL,UCL	PE1P2	0.0264	12.32	11.83	6.04	5.45						
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UCL,UCL	PE1P4	0.0527	12.42	11.90	6.40	5.74						
	Adjacent Collocation - DS1 Cross-Connects			UEA,UHL,UCL,UCL	PE1P1	1.03	22.08	15.96	6.42	5.80						
	Adjacent Collocation - DS3 Cross-Connects			UEA,UHL,UCL,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										
VIRTUAL COLLOCATION																
	Virtual Collocation - Application Fee			AMTFS	EAF		1,207.95		0.51							
	Virtual Collocation Administrative Only - Application Fee	I		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,UDC,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,UCL,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						

Exhibit 1 to Amendment

COLLOCATION - South Carolina						Attachment: 4		Exhibit: B								
CATEGORY	RATE ELEMENTS	Interm	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect							
						First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
	Virtual Collocation - 4-Fiber Cross Connects			UDL12, UOLO3, U1T48, U1T12, U1Y03, 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, UEPPX	CNC1X	1 12	22 08	15 96	6 42	5 80						
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNC3X, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	14 21	20 94	15 23	7 39	5 93						
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot			AMTFS	VE1CB	0 0022										
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0 0033										
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable			AMTFS	VE1CC		536 56									
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		536 56									
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA		760 98	489 20	133 29							
	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 28		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 CLLI			AMTFS	VE1QR		77 71									

Exhibit 1 to Amendment

COLLOCATION - Tennessee										Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interm	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First						
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, UNCVCX	PE1P2	0.033	33.82	31.92							
	Physical Collocation - Cageless - 2-Wire Cross-Connects			UNLDX, UNCNCX	PE1ZD	0.57	11.62	9.90	10.38	8.66					
	Physical Collocation - 4-wire cross-connect, loop, provisioning	I		UEA, UHL, UNCVCX, UNCDX, UCL, UDL	PE1P4	0.066	33.94	31.95							
	Physical Collocation - Cageless - 4-Wire Cross Connects			UNCVCX, UNCDX	PE1ZE	0.57	11.61	10.04	10.44	8.67					
	Physical Collocation - DS1 Cross-Connect for Physical Collocation, provisioning	I		WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, UEPEX, UEPCX, USL, ULC, U1TD1, UNC1X	PE1P1	1.51	53.27	40.16							
	Physical Collocation - Cageless - DS1 Cross Connects			WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, UEPEX, UEPCX	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							

COLLOCATION - Tennessee											Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS	intem	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l						
											SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - Cageless - DS3 Cross Connects			UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNC3X, 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		ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	28 11	50 53	38.78	16.97	14 35		2.69	2.69	1.56	1.56	
	Physical Collocation - Cageless - 4-Fiber Cross-Connect			ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1CL	6 06	50 53	38 78	16 97	14 35						
	Physical Collocation - Space enclosure, welded wire, first 100 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, exsling Access Card, per Request, per State, per Card			CLO	PE1AA		15 61									
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		45 64									
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		26 24									
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		26 24									
	Physical Collocation - Space Availability Report, per 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								

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						
	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	2,903.68									
	Physical Caged Collocation-Space Prep-Grounding, per location			CLO	PE1BB	4.32										
	Physical Collocation, Caged Collocation - Space Prep-Power Cable, 40 AMP, includes 20 AMP A and B Feed			CLO	PE1SN		142.40									
	Physical Collocation, Caged Collocation - Space Prep-Power Cable, 100 AMP, includes 50 AMP A and B Feed			CLO	PE1SO		185.72									
	Physical Collocation, Caged Collocation - Space Prep-Power Cable, 200 AMP, includes 100 AMP A and B Feed			CLO	PE1SP		242.05									
	Physical Caged Collocation-Space Enclosure-Cage Preparation, per first 100 sq ft			CLO	PE1S1	110.97										
	Physical Caged Collocation-Space Enclosure-Cage Preparation2, per add'l 50 sq ft.			CLO	PE1S5	55.49										
	Physical Caged collocation-Cable Installation-Entrance Fiber Structure, interduct per ft			CLO	PE1CP	0.0156										
	Physical Caged Collocation-Cable Installation-Entrance Fiber, per cable			CLO	PE1CQ	2.56	944.27									
	Physical Caged Collocation-Floor Space-Land & Buildings, per sq. ft			CLO	PE1FS	5.94										
	Physical Caged Collocation-Cable Support Structure-Cable Racking, per entrance cable			CLO	PE1CS	21.47										
	Physical Caged Collocation-Power-Power Construction, per amp DC plant			CLO	PE1PN	3.55										
	Physical Caged Collocation-Power-Power Consumption,per amp AC usage			CLO	PE1PO	2.03										

COLLOCATION - Tennessee														Attachment: 4		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interm	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	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							SOMECS
	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											
	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										

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	SOMECS	SOMAN	SOMAN	SOMAN
OSS Rates (\$)																
	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									
VIRTUAL COLLOCATION																
	Virtual Collocation - Application Fee			AMTFS	EAF		2,633.00						2.07	2.81	0.67	1.41
	Virtual Collocation Administrative Only - Application Fee	I		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,U DC,UAL,UHL,UCL,U EQ,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	12.95	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,U LR, UXTD1,UNC1X, ULDD1,U1TD1, USLEL,UNLD1, UEPEX,UEPDX	CNC1X		1.32	32.22	17.76	10.46	8.75		2.07	2.81	0.67	1.41
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL,UE3,U1TD3, UXTS1,UXTD3, UNC3X,UNC3X, ULDD3,U1TS1, ULDS1,UDLSX, UNLD3	CND3X		12.32	29.97	16.30	12.03	8.99		2.07	2.81	0.67	1.41

Exhibit 1 to Amendment

COLLOCATION - Tennessee																	
CATEGORY	RATE ELEMENTS	Inter m	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	
												OSS Rates (\$)					
												SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual Collocation - Co-Carner Cross Connects - Fiber Cable Support Structure, per linear foot			AMTFS	VE1CB	0.0031											
	Virtual Collocation - Co-Carner Cross Connects - Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0045											
	Virtual Collocation - Co-Carner Cross Connects - Fiber Cable Support Structure, per cable			AMTFS	VE1CC		555.03						2.07	2.81	0.67	1.41	
	Virtual Collocation - Co-Carner 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 T1T1E			AMTFS	VE1BD		8.45										
	Virtual Collocation Cable Records - DS3, per T3T1E			AMTFS	VE1BE		29.57										
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		279.42										
	Virtual collocation - 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	
	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										