

SCANNED



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Regulatory Relations

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March 9, 2006

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

Re: Approval of Amendment to the Interconnection, unbundling, resale and collocation Agreement between BellSouth Telecommunications, Inc. ("BellSouth") and Home Town Telephone, LLC

Dear Mrs. Bayo:

Please find enclosed for filing and approval, the original and two copies of BellSouth Telecommunications, Inc.'s Amendment to Interconnection, unbundling, resale and collocation Agreement with Home Town Telephone, LLC

The underlying agreement was filed on July 1, 2004 in docket 040693-TP.

If you have any questions, please do not hesitate to call Robyn Holland at (850) 577-5551.

Very truly yours,


Regulatory Vice President

DOCUMENT NUMBER - DATE

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FPSC-COMMISSION CLERK

**Amendment to the Agreement
Between
Home Town Telephone, LLC
and
BellSouth Telecommunications, Inc.
Dated March 4, 2004**

Pursuant to this Amendment, (the "Amendment"), Home Town Telephone, LLC ("HTT"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated March 4, 2004 ("Agreement") to be effective 30 (thirty) days after the date of the last signature executing the Amendment ("Effective Date").

WHEREAS, BellSouth and HTT entered into the Agreement on March 4, 2004, and;

WHEREAS, BellSouth and HTT desire to amend the Agreement to modify provisions pursuant to the Federal Communications Commission's (FCC) Order on Remand (Triennial Review Remand Order), WC Docket No. 04-313, released February 4, 2005 and effective March 11, 2005;

WHEREAS, the Parties desire to amend the Agreement to reflect other changes as agreed upon by the parties;

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. The Parties agree to delete Section 20.1 of the GTC's notices address and replace with the following addresses as set forth below.

BellSouth Telecommunications, Inc.

BellSouth Local Contract Manager
600 North 19th Street, 8th floor
Birmingham, AL 35203

and

ICS Attorney
Suite 4300
675 West Peachtree Street
Atlanta, GA 30375

Home Town Telephone, LLC

Home Town Telephone, LLC
Tony Petrone-President
1100 N.W. 163rd Drive
Miami, FL 33169

Version: TRRO Amendment
07/28/05

2. The Parties recognize that various references to various Attachments to this Agreement are inconsistent with the Attachment numbers assigned to the various attachments. The Parties agree that Attachment numbers in this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.
3. The Parties agree to delete the Attachment labeled as Exhibit 1, Attachment 1- Network Elements and Other Services, in its entirety as amended into the Agreement on July 9, 2004 and replace with Attachment 2 reflected as Exhibit 1, attached hereto and by reference incorporated into this Amendment.
4. The Parties agree to delete the rates labeled as Exhibit 1 associated with Network Elements and Other Services, in its entirety as amended into the Agreement on July 9, 2004 and replace with Attachment 2 reflected as Exhibit 1, attached hereto and by reference incorporated into this Amendment.
5. The Parties agree to add Sections 10 and 11 to Attachment 3-Network Interconnection as follows:

10 BASIC 911 AND E911 INTERCONNECTION

- 10.1 Basic 911 and E911 provides a caller access to the applicable emergency service bureau by dialing 911.
- 10.2 Basic 911 Interconnection. BellSouth will provide to HTT a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten (10) digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. HTT will be required to arrange to accept 911 calls from its End Users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate ten (10) digit directory number as stated on the list provided by BellSouth. HTT will be required to route that call to the appropriate PSAP. When a municipality converts to E911 service, HTT will be required to begin using E911 procedures.
- 10.3 E911 Interconnection. HTT shall install a minimum of two (2) dedicated trunks originating from its Serving Wire Center and terminating to the appropriate E911 tandem. The Serving Wire Center must be in the same LATA as the E911 tandem. The dedicated trunks shall be, at a minimum, DS0 level trunks configured as part of a digital (1.544 Mb/s) interface (DS1 facility). The configuration shall use CAMA-type signaling with MF pulsing or SS7/ISUP signaling either of which shall deliver ANI with the voice portion of the call. If SS7/ISUP connectivity is used, HTT shall follow the procedures as set forth in Appendix A of the CLEC Users Guide to E911 for Facility Based

Providers that is located on the BellSouth Interconnection Web site. If the user interface is digital, MF pulses as well as other AC signals shall be encoded per the u-255 Law convention. HTT will be required to provide BellSouth daily updates to the E911 database. HTT will be required to forward 911 calls to the appropriate E911 tandem along with ANI based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, HTT will be required to route the call to a designated seven (7) digit or ten (10) digit local number residing in the appropriate PSAP. This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party. HTT shall be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its End Users.

10.4 Trunks and facilities for 911 Interconnection may be ordered by HTT from BellSouth pursuant to the terms and conditions set forth in this Attachment.

10.5 The detailed practices and procedures for 911/E911 interconnection are contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers that is located on the BellSouth Interconnection Services Web site.

11 SS7 Network Interconnection

11.1 SS7 Network Interconnection is the interconnection of HTT local signaling transfer point switches or HTT local or tandem switching systems with BellSouth signaling transfer point switches. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases, HTT local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.

11.2 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and databases and HTT or other third-party switching systems with A-link access to the BellSouth SS7 network.

11.3 If traffic is routed based on dialed or translated digits between a HTT Local Switching system and a BellSouth or other third-party Local Switching system, either directly or via a BellSouth tandem switching system, then it is a requirement that the BellSouth SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (Automatic Callback, Automatic Recall, and Screening List Editing) between the HTT local signaling

- transfer point switches and BellSouth or other third-party local switch.
- 11.4 SS7 Network Interconnection shall provide:
 - 11.4.1 Signaling Data Link functions, as specified in ANSI T1.111.2;
 - 11.4.2 Signaling Link functions, as specified in ANSI T1.111.3; and
 - 11.4.3 Signaling Network Management functions, as specified in ANSI T1.111.4.
 - 11.5 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service as specified in ANSI T1.112. This includes GTT and SCCP Management procedures as specified in ANSI T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is a HTT local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of HTT local STPs and shall not include SCCP Subsystem Management of the destination.
 - 11.6 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part as specified in ANSI T1.113.
 - 11.7 SS7 Network Interconnection shall provide all functions of the TCAP as specified in ANSI T1.114.
 - 11.8 If Internetwork MRVT and SRVT become approved ANSI standards and available capabilities of BellSouth STPs, SS7 Network Interconnection may provide these functions of the OMAP.
 - 11.9 Interface Requirements. The following SS7 Network Interconnection interface options are available to connect HTT or HTT-designated local or tandem switching systems or signaling transfer point switches to the BellSouth SS7 network:
 - 11.9.1 A-link interface from HTT local or tandem switching systems; and
 - 11.9.2 B-link interface from HTT STPs.
 - 11.9.3 The Signaling Point of Interconnection for each link shall be located at a cross-connect element in the central office where the

BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the Signaling Points of interconnection. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.

- 11.9.4 BellSouth shall provide intraoffice diversity between the Signaling Points of Interconnection and the BellSouth STP, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP.
 - 11.9.5 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the applicable industry standard technical references.
 - 11.9.6 BellSouth shall set message screening parameters to accept messages from HTT local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the HTT switching system has a valid signaling relationship.
- 6. The Parties agree to add the rates for SS7 Interconnection to Exhibit A of Attachment 3-Network Interconnection, attached hereto as Exhibit 2 and by reference incorporated into this Amendment.
 - 7. The Parties agree to add Section 3.8 to Attachment 6-Pre-Ordering, Ordering, Provisioning, Maintenance, and Repair as follows:
 - 3.8 If HTT modifies an order (Order Modification Charge (OMC)) after being sent a Firm Order Confirmation (FOC) from BellSouth, any costs incurred by BellSouth to accommodate the modification will be paid by HTT in accordance with FCC No. 1 Tariff, Section 5.
 - 8. The Parties agree to delete the Attachment labeled as Attachment 2-Physical Collocation and Attachment 2-Remote Site Collocation, including the associated Collocation rates in its entirety and replace with Attachment 4-Physical Collocation reflected as Exhibit 3, attached hereto and by reference incorporated into this Amendment.
 - 9. All of the other provisions of the Agreement dated March 4, 2004 shall remain unchanged and in full force and effect.
 - 10. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

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

BellSouth Telecommunications, Inc.

Home Town Telephone, LLC

By: *Kristen E. Shore*

By: *Anthony Petrone*

Name: Kristen E. Shore

Name: Anthony PETRONE

Title: Director

Title: CEO/mgr

Date: 2/15/06

Date: 2/9/06

Attachment 2

Network Elements and Other Services

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ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

1 Introduction

- 1.1 This Attachment sets forth rates, terms and conditions for unbundled network elements (Network Elements) and combinations of Network Elements (Combinations) that BellSouth offers to HTT for HTT's provision of Telecommunications Services in accordance with its obligations under Section 251(c)(3) of the Act. Additionally, this Attachment sets forth the rates, terms and conditions for other facilities and services BellSouth makes available to HTT (Other Services). Additionally, the provision of a particular Network Element or Other Service may require HTT to purchase other Network Elements or services. In the event of a conflict between this Attachment and any other section or provision of this Agreement, the provisions of this Attachment shall control.
- 1.2 The rates for each Network Element, Combinations and Other Services are set forth in Exhibits A and B. If no rate is identified in this Agreement, the rate will be as set forth in the applicable BellSouth tariff or as negotiated by the Parties upon request by either Party. If HTT purchases service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply. A one-month minimum billing period shall apply to all Network Elements, Combinations and Other Services.
- 1.3 HTT may purchase and use Network Elements and Other Services from BellSouth in accordance with 47 C.F.R § 51.309.
- 1.4 The Parties shall comply with the requirements as set forth in the technical references within this Attachment 2.
- 1.5 HTT shall not obtain a Network Element for the exclusive provision of mobile wireless services or interexchange services.
- 1.6 Conversion of Wholesale Services to Network Elements or Network Elements to Wholesale Services. Upon request, BellSouth shall convert a wholesale service, or group of wholesale services, to the equivalent Network Element or Combination that is available to HTT pursuant to Section 251 of the Act and under this Agreement or convert a Network Element or Combination that is available to HTT pursuant to Section 251 of the Act and under this Agreement to an equivalent wholesale service or group of wholesale services offered by BellSouth (collectively "Conversion"). BellSouth shall charge the applicable nonrecurring switch-as-is rates for Conversions to specific Network Elements or Combinations found in Exhibit A. BellSouth shall also charge the same nonrecurring switch-as-is rates when converting from Network Elements or Combinations. Any rate change resulting from the Conversion will be effective as of the next billing cycle following BellSouth's receipt of a complete and accurate Conversion request from HTT. A

Conversion shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status between HTT and BellSouth. Any change from a wholesale service/group of wholesale services to a Network Element/Combination, or from a Network Element/Combination to a wholesale service/group of wholesale services, that requires a physical rearrangement will not be considered to be a Conversion for purposes of this Agreement. BellSouth will not require physical rearrangements if the Conversion can be completed through record changes only. Orders for Conversions will be handled in accordance with the guidelines set forth in the Ordering Guidelines and Processes and CLEC Information Packages as referenced in Sections 1.13.1 and 1.13.2 below.

- 1.7 Except to the extent expressly provided otherwise in this Attachment, HTT may not maintain unbundled network elements or combinations of unbundled network elements, that are no longer offered pursuant to this Agreement (collectively "Arrangements"). In the event BellSouth determines that HTT has in place any Arrangements after the Effective Date of this Agreement, BellSouth will provide HTT with thirty (30) days written notice to disconnect or convert such Arrangements. If HTT fails to submit orders to disconnect or convert such Arrangements within such thirty (30) day period, BellSouth will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth pursuant to this Section 1.7 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs. The applicable recurring tariff charge shall apply to each circuit as of the Effective Date of this Agreement.
- 1.8 The Parties agree that for purposes of this Agreement, the list attached hereto as Exhibit C designates those wire centers that, as of March 10, 2005, meet the FCC's established criteria for non-impairment and constitutes BellSouth's list of non-impaired wire centers where certain high capacity (DS1 and above) Loops and high capacity Dedicated Transport are no longer available as Network Elements. This list of non-impaired wire centers shall be subject to modification and/or the addition of wire centers without amendment provided the changes are compliant with the FCC's non-impairment criteria. Notification of such modification and/or addition of wire centers shall be via BellSouth's Web site. Upon the Effective Date of this Agreement, HTT will not place any new orders for high capacity Dedicated Transport or high capacity Loops in those wire centers listed in Exhibit C as modified from time to time as provided for above. In all other wire centers, prior to submitting an order pursuant to this Agreement for high capacity Dedicated Transport or high capacity Loops, HTT shall undertake a reasonably diligent inquiry to determine whether HTT is entitled to unbundled access to such Network Elements in accordance with the terms of this Agreement. By submitting any such order, HTT self-certifies that to the best of HTT's knowledge, the high capacity Dedicated Transport or high capacity Loop requested is available as a Network

Element pursuant to this Agreement. Upon receiving such order, BellSouth shall process the request in reliance upon HTT's self-certification. To the extent BellSouth believes that such request does not comply with the terms of this Agreement, BellSouth shall seek dispute resolution in accordance with the General Terms and Conditions of this Agreement. In the event such dispute is resolved in BellSouth's favor, BellSouth shall bill HTT the difference between the rates for such circuits pursuant to this Agreement and the applicable nonrecurring and recurring charges for the equivalent tariffed service from the date of installation to the date the circuit is transitioned to the equivalent tariffed service. Within thirty (30) days following a decision finding in BellSouth's favor, HTT shall submit a spreadsheet identifying those non-compliant circuits to be transitioned to tariffed services or disconnected.

- 1.8.1 In the event that (1) BellSouth designated a wire center as non-impaired as set forth in Exhibit C or as set forth in a subsequent notification via BellSouth's Web site, (2) as a result of such designation, HTT converted high capacity Dedicated Transport or high capacity Loops to other services or ordered new services as services other than high capacity Dedicated Transport or high capacity Loop UNEs subsequent to March 10, 2005, (3) HTT otherwise would have been entitled to high capacity Dedicated Transport or high capacity Loops in such wire center at the time such alternative services were provisioned, and (4) BellSouth acknowledges, or a state or federal regulatory body with authority determines, that, at the time BellSouth designated such wire center as non-impaired, such wire center did not meet the FCC's non-impairment criteria, then upon request of HTT consistent with the applicable ordering processes as reflected in the Guides located on BellSouth's Web site no later than sixty (60) days after BellSouth acknowledges or the state or federal regulatory body issues an order making such a finding, BellSouth shall transition to high capacity Dedicated Transport or high capacity Loops, as appropriate, any alternative services in such wire center that were established after such wire center was designated as non-impaired. In such instances, BellSouth shall refund to HTT the difference between the rate paid by HTT for such services and the applicable rates set forth herein for high capacity Dedicated Transport or high capacity Loops, including but not limited to any charges associated with the Conversion (as defined in Section 1.6 above) from high capacity Dedicated Transport or high capacity Loops to other wholesale services, if applicable, for the period from the later of June 1, 2005, or the date the circuit became a wholesale service to the date the circuit is transitioned to high capacity Dedicated Transport or high capacity Loop as described in this Section. Similarly, in the event that HTT has placed orders for high capacity Dedicated Transport or high capacity Loops on or after March 11, 2005, and HTT acknowledges, or a state or federal regulatory body with authority determines, that the wire center(s) in or between which such high capacity Dedicated Transport or high capacity Loops were ordered are non-impaired with respect to such high capacity Dedicated Transport or high capacity Loops, then no later than sixty (60)

days after such acknowledgement or finding, HTT shall transition such high capacity Dedicated Transport or high capacity Loops to alternative wholesale services. In such instances, CLEC-1 shall compensate Bellsouth for the difference between the recurring and non-recurring rates paid by HTT for the high capacity Dedicated Transport or high capacity Loops and the applicable BellSouth tariff rate to which HTT would have been entitled if HTT had purchased such circuits from BellSouth's tariffs, including but not limited to any charges associated with converting such high capacity Dedicated Transport or high capacity Loops to wholesale services.

- 1.9 HTT may utilize Network Elements and Other Services to provide services in accordance with this Agreement, as long as such services are consistent with industry standards and applicable BellSouth Technical References.
- 1.10 BellSouth will perform Routine Network Modifications (RNM) in accordance with FCC 47 C.F.R. § 51.319 (a)(7) and (e)(4) for Loops and Dedicated Transport provided under this Attachment. If BellSouth has anticipated such RNM and performs them during normal operations and has recovered the costs for performing such modifications through the rates set forth in Exhibit A, then BellSouth shall perform such RNM at no additional charge. RNM shall be performed within the intervals established for the Network Element and subject to the performance measurements and associated remedies set forth in Attachment 9 to the extent such RNM were anticipated in the setting of such intervals. If BellSouth has not anticipated a requested network modification as being a RNM and has not recovered the costs of such RNM in the rates set forth in Exhibit A, then such request will be handled as a project on an individual case basis. BellSouth will provide a price quote for the request and, upon receipt of payment from HTT, BellSouth shall perform the RNM.
- 1.11 Commingling of Services
- 1.11.1 Commingling means the connecting, attaching, or otherwise linking of a Network Element, or a Combination, to one or more Telecommunications Services or facilities that HTT has obtained at wholesale from BellSouth, or the combining of a Network Element or Combination with one or more such wholesale Telecommunications Services or facilities. HTT must comply with all rates, terms or conditions applicable to such wholesale Telecommunications Services or facilities.
- 1.11.2 Subject to the limitations set forth elsewhere in this Attachment, BellSouth shall not deny access to a Network Element or a Combination on the grounds that one or more of the elements: (1) is connected to, attached to, linked to, or combined with such a facility or service obtained from BellSouth; or (2) shares part of BellSouth's network with access services or inputs for mobile wireless services and/or interexchange services.

- 1.11.3 Unless otherwise agreed to by the Parties, the Network Element portion of a commingled circuit will be billed at the rates set forth in this Agreement and the remainder of the circuit or service will be billed in accordance with BellSouth's tariffed rates or rates set forth in a separate agreement between the Parties.
- 1.11.4 When multiplexing equipment is attached to a commingled circuit, the multiplexing equipment will be billed from the same agreement or tariff as the higher bandwidth circuit. Central Office Channel Interfaces (COCI) will be billed from the same agreement or tariff as the lower bandwidth circuit.
- 1.11.5 Notwithstanding any other provision of this Agreement, BellSouth shall not be obligated to commingle or combine Network Elements or Combinations with any service, network element or other offering that it is obligated to make available only pursuant to Section 271 of the Act.
- 1.12 *Terms and conditions for order cancellation charges and Service Date Advancement Charges will apply in accordance with Attachment 6 and are incorporated herein by this reference. The charges shall be as set forth in Exhibit A.*
- 1.13 Ordering Guidelines and Processes
- 1.13.1 For information regarding Ordering Guidelines and Processes for various Network Elements, Combinations and Other Services, HTT should refer to the "Guides" section of the BellSouth Interconnection Web site.
- 1.13.2 Additional information may also be found in the individual CLEC Information Packages, located at the "CLEC UNE Products" on BellSouth's Interconnection Web site at: <http://www.interconnection.bellsouth.com/guides/html/unes.html>.
- 1.13.3 The provisioning of Network Elements, Combinations and Other Services to HTT's Collocation Space will require cross-connections within the central office to connect the Network Element, Combinations or Other Services to the demarcation point associated with HTT's Collocation Space. These cross-connects are separate components that are not considered a part of the Network Element, Combinations or Other Services and, thus, have a separate charge pursuant to Attachment 4.
- 1.13.4 Testing/Trouble Reporting
- 1.13.4.1 HTT will be responsible for testing and isolating troubles on Network Elements. HTT must test and isolate trouble to the BellSouth network before reporting the trouble to the UNE Customer Wholesale Interconnection Network Services (CWINS) Center. Upon request from BellSouth at the time of the trouble report,

HTT will be required to provide the results of the HTT test which indicate a problem on the BellSouth network.

- 1.13.4.2 Once HTT has isolated a trouble to the BellSouth network, and has issued a trouble report to BellSouth, BellSouth will take the actions necessary to repair the Network Element when trouble is found. BellSouth will repair its network facilities to its wholesale customers in the same time frames that BellSouth repairs similar services to its retail End Users.
- 1.13.4.3 If HTT reports a trouble on a BellSouth Network Element and no trouble is found in BellSouth's network, BellSouth will charge HTT a Maintenance of Service Charge for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the Network Element's working status. BellSouth will assess the applicable Maintenance of Service rates from BellSouth's FCC No.1 Tariff, Section 13.3.1.
- 1.13.4.4 In the event BellSouth must dispatch to the End User's location more than once due to incorrect or incomplete information provided by HTT (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill HTT for each additional dispatch required to repair the Network Element due to the incorrect/incomplete information provided. BellSouth will assess the applicable Maintenance of Service rates from BellSouth's FCC No.1 Tariff, Section 13.3.1.

2 Loops

- 2.1 General. The local loop Network Element is defined as a transmission facility that BellSouth provides pursuant to this Attachment between a distribution frame (or its equivalent) in BellSouth's central office and the loop demarcation point at an End User premises (Loop). Facilities that do not terminate at a demarcation point at an End User premises, including, by way of example, but not limited to, facilities that terminate to another carrier's switch or premises, a cell site, Mobile Switching Center or base station, do not constitute local Loops. The Loop Network Element includes all features, functions, and capabilities of the transmission facilities, including the network interface device, and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers (DSLAMs)), optronics and intermediate devices (including repeaters and load coils) used to establish the transmission path to the End User's premises, including inside wire owned or controlled by BellSouth. HTT shall purchase the entire bandwidth of the Loop and, except as required herein or as otherwise agreed to by the Parties, BellSouth shall not subdivide the frequency of the Loop.
- 2.1.1 The Loop does not include any packet switched features, functions or capabilities.
- 2.1.2 Fiber to the Home (FTTH) loops are local loops consisting entirely of fiber optic cable, whether dark or lit, serving an End User's premises or, in the case of

predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the MDU minimum point of entry (MPOE). Fiber to the Curb (FTTC) loops are local loops consisting of fiber optic cable connecting to a copper distribution plant that is not more than five hundred (500) feet from the End User's premises or, in the case of predominantly residential MDUs, not more than five hundred (500) feet from the MDU's MPOE. The fiber optic cable in a FTTC loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than five hundred (500) feet from the respective End User's premises.

- 2.1.2.1 In new build (Greenfield) areas, where BellSouth has only deployed FTTH/FTTC facilities, BellSouth is under no obligation to provide Loops. FTTH facilities include fiber loops deployed to the MPOE of a MDU that is predominantly residential regardless of the ownership of the inside wiring from the MPOE to each End User in the MDU.
- 2.1.2.2 In FTTH/FTTC overbuild situations where BellSouth also has copper Loops, BellSouth will make those copper Loops available to HTT on an unbundled basis, until such time as BellSouth chooses to retire those copper Loops using the FCC's network disclosure requirements. In these cases, BellSouth will offer a sixty-four (64) kilobits per second (kbps) second voice grade channel over its FTTH/FTTC facilities.
- 2.1.2.3 Furthermore, in FTTH/FTTC overbuild areas where BellSouth has not yet retired copper facilities, BellSouth is not obligated to ensure that such copper Loops in that area are capable of transmitting signals prior to receiving a request for access to such Loops by HTT. If a request is received by BellSouth for a copper Loop, and the copper facilities have not yet been retired, BellSouth will restore the copper Loop to serviceable condition if technically feasible. In these instances of Loop orders in an FTTH/FTTC overbuild area, BellSouth's standard Loop provisioning interval will not apply, and the order will be handled on a project basis by which the Parties will negotiate the applicable provisioning interval
- 2.1.3 A hybrid Loop is a local Loop, composed of both fiber optic cable, usually in the feeder plant, and copper twisted wire or cable, usually in the distribution plant. BellSouth shall provide HTT with nondiscriminatory access to the time division multiplexing features, functions and capabilities of such hybrid Loop, on an unbundled basis to establish a complete transmission path between BellSouth's central office and an End User's premises.
- 2.1.4 DS1 and DS3 Loop Requirements
- 2.1.4.1 For purposes of this Section 2, a Business Line is defined in 47 C.F.R. § 51.5.

- 2.1.4.2 Notwithstanding anything to the contrary in this Agreement, and except as set forth in Section 2.1.4.12 below, BellSouth shall make available DS1 and DS3 Loops as described in this Section 2.1.4 except as described below:
- 2.1.4.2.1 DS1 Loops at any location within the service area of a wire center containing sixty thousand (60,000) or more Business Lines and four (4) or more fiber-based collocators.
- 2.1.4.2.2 DS3 Loops at any location within the service area of a wire center containing thirty-eight thousand (38,000) or more Business Lines and four (4) or more fiber-based collocators.
- 2.1.4.3 A list of wire centers meeting the criteria set forth in Sections 2.1.4.2.1 and 2.1.4.2.2 above as of March 10, 2005 (Initial Wire Center List), is as set forth in Exhibit C or as set forth in a subsequent notification via BellSouth's Web site.
- 2.1.4.4 Once a wire center exceeds both of the thresholds set forth in Section 2.1.4.2.1 above, no future DS1 Loop unbundling will be required in that wire center.
- 2.1.4.5 Once a wire center exceeds both of the thresholds set forth in Section 2.1.4.2.2 above, no future DS3 Loop unbundling will be required in that wire center.
- 2.1.4.6 Modifications and Updates to the Wire Center List and Subsequent Transition Periods
- 2.1.4.6.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Section 2.1.4.2 above but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in a carrier notification letter (CNL). Each such list of additional wire centers shall be considered a "Subsequent Wire Center List".
- 2.1.4.6.2 Effective ten (10) business days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to unbundle DS1 and/or DS3 Loops, as applicable, in such additional wire center(s).
- 2.1.4.6.3 For purposes of Section 2.1.4.6 above, BellSouth shall make available DS1 and DS3 Loops that were in service for HTT in a wire center on the Subsequent Wire Center List as of the tenth (10th) business day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until ninety (90) days after the tenth (10th) business day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).
- 2.1.4.6.4 Subsequent disconnects or loss of End Users shall be removed from the Subsequent Embedded Base.

- 2.1.4.6.5 The rates set forth in Exhibit B shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.
- 2.1.4.6.6 No later than forty (40) days from BellSouth's CNL identifying the Subsequent Wire Center List, HTT shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.
- 2.1.4.6.6.1 If HTT fails to submit the spreadsheet(s) specified in Section 2.1.4.6.6 above for all of its Subsequent Embedded Base within forty (40) days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify HTT's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.
- 2.1.4.6.6.2 For Subsequent Embedded Base circuits converted pursuant to Section 2.1.4.6.6 above or transitioned pursuant to Section 2.1.4.6.6.1 above, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.
- 2.1.5 Where facilities are available, BellSouth will install Loops in compliance with BellSouth's Products and Services Interval Guide available at BellSouth's Interconnection Web site. For orders of fifteen (15) or more Loops, the installation and any applicable Order Coordination (OC) as described below will be handled on a project basis, and the intervals will be set by the BellSouth project manager for that order. When Loops require a Service Inquiry (SI) prior to issuing the order to determine if facilities are available, the interval for the SI process is separate from the installation interval.
- 2.1.6 The Loop shall be provided to HTT in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specification and applicable industry standard technical references.
- 2.1.7 BellSouth will only provision, maintain and repair the Loops to the standards that are consistent with the type of Loop ordered.
- 2.1.7.1 When a BellSouth technician is required to be dispatched to provision the Loop, BellSouth will tag the Loop with the Circuit ID number and the name of the ordering CLEC. When a dispatch is not required to provision the Loop, BellSouth will tag the Loop on the next required visit to the End User's location. If HTT

wants to ensure the Loop is tagged during the provisioning process for Loops that may not require a dispatch (e.g., UVL-SL1, UVL-SL2, and UCL-ND), HTT may order Loop Tagging. Rates for Loop Tagging are as set forth in Exhibit A.

2.1.7.2 For voice grade Loop orders (or orders for Loops intended to provide voice grade services), HTT shall have dial-tone available for that Loop forty-eight (48) hours prior to the Loop order completion due date.

2.1.8 OC and Order Coordination-Time Specific (OC-TS)

2.1.8.1 OC allows BellSouth and HTT to coordinate the installation of the SL2 Loops, Unbundled Digital Loops (UDL) and other Loops where OC may be purchased as an option, to HTT's facilities to limit End User service outage. OC is available when the Loop is provisioned over an existing circuit that is currently providing service to the End User. OC for physical conversions will be scheduled at BellSouth's discretion during normal working hours on the committed due date. OC shall be provided in accordance with the chart set forth below.

2.1.8.2 OC-TS allows HTT to order a specific time for OC to take place. BellSouth will make commercially reasonable efforts to accommodate HTT's specific conversion time request. However, BellSouth reserves the right to negotiate with HTT a conversion time based on load and appointment control when necessary. This OC-TS is a chargeable option for all Loops except Unbundled Copper Loops (UCL) and is billed in addition to the OC charge. HTT may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If HTT specifies a time outside this window, or selects a time or quantity of Loops that requires BellSouth technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied based on the amount of overtime worked and in accordance with the rates established in BellSouth's intrastate Access Services Tariff, Section E13.2, for each state. The OC-TS charges for an order due on the same day at the same location will be applied on a per LSR basis.

2.1.9

	Order Coordination (OC)	Order Coordination – Time Specific (OC-TS)	Test Points	DLR	Charge for Dispatch and Testing if No Trouble Found
SL-1 (Non-Designed)	Chargeable Option	Chargeable Option	Not available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
UCL-ND (Non-Designed)	Chargeable Option	Not Available	Not Available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
Unbundled Voice Loops - SL-2 (including 2- and 4-wire UVL) (Designed)	Included	Chargeable Option	Included	Included	Charged for Dispatch outside Central Office
Unbundled Digital Loop (Designed)	Included	Chargeable Option	Included (where appropriate)	Included	Charged for Dispatch outside Central Office
Unbundled Copper Loop (Designed)	Chargeable in accordance with Section 2	Not available	Included	Included	Charged for Dispatch outside Central Office
For UVL-SL1 and UCLs, HTT must order and will be billed for both OC and OC-TS if requesting OC-TS.					

2.1.10 CLEC to CLEC Conversions for Unbundled Loops

2.1.10.1 The CLEC to CLEC conversion process for Loops may be used by HTT when converting an existing Loop from another CLEC for the same End User. The Loop type being converted must be included in HTT's Agreement before requesting a conversion.

2.1.10.2 To utilize the CLEC to CLEC conversion process, the Loop being converted must be the same Loop type with no requested changes to the Loop, must serve the same End User location from the same serving wire center, and must not require an outside dispatch to provision.

2.1.10.3 The Loops converted to HTT pursuant to the CLEC to CLEC conversion process shall be provisioned in the same manner and with the same functionality and options as described in this Agreement for the specific Loop type.

2.1.11 Bulk Migration

2.1.11.1 BellSouth will make available to HTT a Bulk Migration process pursuant to which HTT may request to migrate port/loop combinations, provisioned pursuant to a separate agreement between the parties, to Loops (UNE-L). The Bulk Migration process may be used if such loop/port combinations are (1) associated with two (2) or more Existing Account Telephone Numbers (EATNs); and (2) located in the same Central Office. The terms and conditions for use of the Bulk Migration process are described in the BellSouth CLEC Information Package. The CLEC Information Package is located on BellSouth's Interconnection Web site: www.interconnection.bellsouth.com/guides/html/unes.html. The rates for the Bulk Migration process shall be the nonrecurring rates associated with the Loop type being requested on the Bulk Migration, as set forth in Exhibit A. Additionally, OSS charges will also apply. Loops connected to Integrated Digital Loop Carrier (IDLC) systems will be migrated pursuant to Section 2.6 below.

2.1.11.2 Should HTT request migration for two (2) or more EATNs containing fifteen (15) or more circuits, HTT must use the Bulk Migration process referenced in 2.1.11.1 above.

2.2 Unbundled Voice Loops (UVLs)

2.2.1 BellSouth shall make available the following UVLs:

2.2.1.1 2-wire Analog Voice Grade Loop – SL1 (Non-Designed);

2.2.1.2 2-wire Analog Voice Grade Loop – SL2 (Designed); or

2.2.1.3 4-wire Analog Voice Grade Loop (Designed).

2.2.2 UVL may be provisioned using any type of facility that will support voice grade services. This may include loaded copper, non-loaded copper, digital loop carrier systems, fiber/copper combination (hybrid loop) or a combination of any of these facilities. BellSouth, in the normal course of maintaining, repairing, and configuring its network, may also change the facilities that are used to provide any given voice grade circuit. This change may occur at any time. In these situations,

BellSouth will only ensure that the newly provided facility will support voice grade services. BellSouth will not guarantee that HTT will be able to continue to provide any advanced services over the new facility. BellSouth will offer UVL in two different service levels - Service Level One (SL1) and Service Level Two (SL2).

- 2.2.3 Unbundled Voice Loop - SL1 (UVL-SL1). Loops are 2-wire loop start circuits, will be non-designed, and will not have remote access test points. OC will be offered as a chargeable option on SL1 Loops when reuse of existing facilities has been requested by HTT, however, OC is always required on UCLs that involve the reuse of facilities that are currently providing service. HTT may also order OC-TS when a specified conversion time is requested. OC-TS is a chargeable option for any coordinated order and is billed in addition to the OC charge. An Engineering Information (EI) document can be ordered as a chargeable option. The EI document provides Loop Make-Up information which is similar to the information normally provided in a Design Layout Record (DLR). Upon issuance of a non-coordinated order in the service order system, SL1 Loops will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type Loops for its End Users.
- 2.2.4 For an additional charge BellSouth will make available Loop Testing so that HTT may request further testing on new UVL-SL1 Loops. Rates for Loop Testing are as set forth in Exhibit A.
- 2.2.5 Unbundled Voice Loop – SL2 (UVL-SL2). Loops may be 2-wire or 4-wire circuits, shall have remote access test points, and will be designed with a DLR provided to HTT. SL2 circuits can be provisioned with loop start, ground start or reverse battery signaling. OC is provided as a standard feature on SL2 Loops. The OC feature will allow HTT to coordinate the installation of the Loop with the disconnect of an existing customer's service and/or number portability service. In these cases, BellSouth will perform the order conversion with standard order coordination at its discretion during normal work hours.
- 2.3 Unbundled Digital Loops
 - 2.3.1 BellSouth will offer UDLs. UDLs are service specific, will be designed, will be provisioned with test points (where appropriate), and will come standard with OC and a DLR. The various UDLs are intended to support a specific digital transmission scheme or service.
 - 2.3.2 BellSouth shall make available the following UDLs, subject to restrictions set forth herein:
 - 2.3.2.1 2-wire Unbundled ISDN Digital Loop;

- 2.3.2.2 2-wire Unbundled ADSL Compatible Loop;
- 2.3.2.3 2-wire Unbundled HDSL Compatible Loop;
- 2.3.2.4 4-wire Unbundled HDSL Compatible Loop;
- 2.3.2.5 4-wire Unbundled DS1 Digital Loop;
- 2.3.2.6 4-wire Unbundled Digital Loop/DS0 – 64 kbps, 56 kbps and below;
- 2.3.2.7 DS3 Loop; or
- 2.3.2.8 STS-1 Loop.
- 2.3.3 2-wire Unbundled ISDN Digital Loops. These will be provisioned according to industry standards for 2-Wire Basic Rate ISDN services and will come standard with a test point, OC, and a DLR. HTT will be responsible for providing BellSouth with a Service Profile Identifier (SPID) associated with a particular ISDN-capable Loop and End User. With the SPID, BellSouth will be able to adequately test the circuit and ensure that it properly supports ISDN service.
- 2.3.4 2-wire ADSL-Compatible Loop. This is a designed Loop that is provisioned according to Revised Resistance Design (RRD) criteria and may be up to eighteen thousand (18,000) feet long and may have up to six thousand (6,000) feet of bridged tap (inclusive of Loop length). The Loop is a 2-wire circuit and will come standard with a test point, OC, and a DLR.
- 2.3.5 2-wire or 4-wire HDSL-Compatible Loop. This is a designed Loop that meets Carrier Serving Area (CSA) specifications, may be up to twelve thousand (12,000) feet long and may have up to twenty-five hundred (2,500) feet of bridged tap (inclusive of Loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, OC, and a DLR.
- 2.3.6 4-wire Unbundled DS1 Digital Loop.
- 2.3.6.1 This is a designed 4-wire Loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, OC, and a DLR. A DS1 Loop may be provisioned over a variety of loop transmission technologies including copper, HDSL-based technology or fiber optic transport systems. It will include a 4-wire DS1 Network Interface at the End User's location. For purposes of this Agreement, DS1 Loops include 2-wire and 4-Wire copper Loops capable of providing high-bit rate digital subscriber line services, such as 2-wire and 4-wire HDSL Compatible Loops.
- 2.3.6.2 BellSouth shall not provide more than ten (10) unbundled DS1 Loops to HTT at any single building in which DS1 Loops are available as unbundled Loops.

- 2.3.7 4-wire Unbundled Digital/DS0 Loop. These are designed 4-wire Loops that may be configured as sixty-four (64)kbps, fifty-six (56)kbps, nineteen (19)kbps, and other sub-rate speeds associated with digital data services and will come standard with a test point, OC, and a DLR.
- 2.3.8 DS3 Loop. DS3 Loop is a two-point digital transmission path which provides for simultaneous two-way transmission of serial, bipolar, return-to-zero isochronous digital electrical signals at a transmission rate of forty-four point seven thirty-six (44.736) megabits per second (Mbps) that is dedicated to the use of the ordering CLEC. It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated DS3 transport is a metallic-based electrical interface.
- 2.3.9 STS-1 Loop. STS-1 Loop is a high-capacity digital transmission path with SONET VT1.5 mapping that is dedicated for the use of the ordering customer. It is a two-point digital transmission path which provides for simultaneous two-way transmission of serial bipolar return-to-zero synchronous digital electrical signals at a transmission rate of fifty-one point eighty-four (51.84) Mbps. It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated STS-1 transport is a metallic-based electrical interface.
- 2.3.10 Both DS3 Loop and STS-1 Loop require a SI in order to ascertain availability.
- 2.3.11 DS3 services come with a test point and a DLR. Mileage is airline miles, rounded up and a minimum of one (1) mile applies. BellSouth's TR73501 LightGate[®] Service Interface and Performance Specifications, Issue D, June 1995 applies to DS3 services.
- 2.3.12 HTT may obtain a maximum of a single Unbundled DS3 Loop to any single building in which DS3 Loops are available as Unbundled Loops.
- 2.4 Unbundled Copper Loops (UCL).
- 2.4.1 BellSouth shall make available UCLs. The UCL is a copper twisted pair Loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters) and is not intended to support any particular telecommunications service. The UCL will be offered in two (2) types – Designed and Non-Designed.
- 2.4.2 Unbundled Copper Loop – Designed (UCL-D)

- 2.4.2.1 The UCL-D will be provisioned as a dry copper twisted pair (2-wire or 4-wire) Loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters).
- 2.4.2.2 A UCL-D will be eighteen thousand (18,000) feet or less in length and is provisioned according to Resistance Design parameters, may have up to six thousand (6,000) feet of bridged tap and will have up to thirteen hundred (1300) Ohms of resistance.
- 2.4.2.3 The UCL-D is a designed circuit, is provisioned with a test point, and comes standard with a DLR. OC is a chargeable option for a UCL-D; however, OC is always required on UCLs where a reuse of existing facilities has been requested by HTT.
- 2.4.2.4 These Loops are not intended to support any particular services and may be utilized by HTT to provide a wide-range of telecommunications services as long as those services do not adversely affect BellSouth's network. This facility will include a Network Interface Device (NID) at the customer's location for the purpose of connecting the Loop to the customer's inside wire.
- 2.4.3 Unbundled Copper Loop – Non-Designed (UCL-ND)
- 2.4.3.1 The UCL-ND is provisioned as a dedicated 2-wire metallic transmission facility from BellSouth's Main Distribution Frame (MDF) to a customer's premises (including the NID). The UCL-ND will be a "dry copper" facility in that it will not have any intervening equipment such as load coils, repeaters, or digital access main lines (DAMLs), and may have up to six thousand (6,000) feet of bridged tap between the End User's premises and the serving wire center. The UCL-ND typically will be thirteen hundred (1300) Ohms resistance and in most cases will not exceed eighteen thousand (18,000) feet in length, although the UCL-ND will not have a specific length limitation. For Loops less than eighteen thousand (18,000) feet and with less than thirteen hundred (1300) Ohms resistance, the Loop will provide a voice grade transmission channel suitable for loop start signaling and the transport of analog voice grade signals. The UCL-ND will not be designed and will not be provisioned with either a DLR or a test point.
- 2.4.3.2 The UCL-ND facilities may be mechanically assigned using BellSouth's assignment systems. Therefore, the Loop Makeup (LMU) process is not required to order and provision the UCL-ND. However, HTT can request LMU for which additional charges would apply.
- 2.4.3.3 For an additional charge, BellSouth also will make available Loop Testing so that HTT may request further testing on the UCL-ND. Rates for Loop Testing are as set forth in Exhibit A.

- 2.4.3.4 UCL-ND Loops are not intended to support any particular service and may be utilized by HTT to provide a wide-range of telecommunications services as long as those services do not adversely affect BellSouth's network. The UCL-ND will include a NID at the customer's location for the purpose of connecting the Loop to the customer's inside wire.
- 2.4.3.5 OC will be provided as a chargeable option and may be utilized when the UCL-ND provisioning is associated with the reuse of BellSouth facilities. OC-TS does not apply to this product.
- 2.4.3.6 HTT may use BellSouth's Unbundled Loop Modification (ULM) offering to remove excessive bridged taps and/or load coils from any copper Loop within the BellSouth network. Therefore, some Loops that would not qualify as UCL-ND could be transformed into Loops that do qualify, using the ULM process.
- 2.5 Unbundled Loop Modifications (Line Conditioning)
- 2.5.1 Line Conditioning is defined as routine network modification that BellSouth regularly undertakes to provide xDSL services to its own customers. This may include the removal of any device, from a copper Loop or copper Subloop that may diminish the capability of the Loop or Subloop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, load coils, excessive bridged taps, low pass filters, and range extenders. Excessive bridged taps are bridged taps that serves no network design purpose and that are beyond the limits set according to industry standards and/or the BellSouth's TR 73600 Unbundled Local Loop Technical Specification.
- 2.5.2 BellSouth will remove load coils only on copper Loops and Subloops that are less than eighteen thousand (18,000) feet in length.
- 2.5.3 For any copper loop being ordered by HTT which has over six thousand (6,000) feet of combined bridged tap will be modified, upon request from HTT, so that the loop will have a maximum of six thousand (6,000) feet of bridged tap. This modification will be performed at no additional charge to HTT. Loop conditioning orders that require the removal of bridged tap that serves no network design purpose on a copper Loop that will result in a combined total of bridged tap between two thousand five hundred (2,500) and six thousand (6,000) feet will be performed at the rates set forth in Exhibit A.
- 2.5.4 HTT may request removal of any unnecessary and non-excessive bridged tap (bridged tap between zero (0) and two thousand five hundred (2,500) feet which serves no network design purpose), at rates pursuant to BellSouth's SC Process as mutually agreed to by the Parties.
- 2.5.5 Rates for ULM are as set forth in Exhibit A.

- 2.5.6 BellSouth will not modify a Loop in such a way that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ADSL, etc.) being ordered.
- 2.5.7 If HTT requests ULM on a reserved facility for a new Loop order, BellSouth may perform a pair change and provision a different Loop facility in lieu of the reserved facility with ULM if feasible. The Loop provisioned will meet or exceed specifications of the requested Loop facility as modified. HTT will not be charged for ULM if a different Loop is provisioned. For Loops that require a DLR or its equivalent, BellSouth will provide LMU detail of the Loop provisioned.
- 2.5.8 HTT shall request Loop make up information pursuant to this Attachment prior to submitting a service inquiry and/or a LSR for the Loop type that HTT desires BellSouth to condition.
- 2.5.9 When requesting ULM for a Loop that BellSouth has previously provisioned for HTT, HTT will submit a SI to BellSouth. If a spare Loop facility that meets the Loop modification specifications requested by HTT is available at the location for which the ULM was requested, HTT will have the option to change the Loop facility to the qualifying spare facility rather than to provide ULM. In the event that BellSouth changes the Loop facility in lieu of providing ULM, HTT will not be charged for ULM but will only be charged the service order charges for submitting an order.
- 2.6 Loop Provisioning Involving IDLC
- 2.6.1 Where HTT has requested an Unbundled Loop and BellSouth uses IDLC systems to provide the local service to the End User and BellSouth has a suitable alternate facility available, BellSouth will make such alternative facilities available to HTT. If a suitable alternative facility is not available, then to the extent it is technically feasible, BellSouth will implement one of the following alternative arrangements for HTT (e.g., hairpinning):
1. Roll the circuit(s) from the IDLC to any spare copper that exists to the customer premises.
 2. Roll the circuit(s) from the IDLC to an existing DLC that is not integrated.
 3. If capacity exists, provide "side-door" porting through the switch.
 4. If capacity exists, provide "Digital Access Cross-Connect System (DACS)-door" porting (if the IDLC routes through a DACS prior to integration into the switch).
- 2.6.2 Arrangements 3 and 4 above require the use of a designed circuit. Therefore, non-designed Loops such as the SL1 voice grade and UCL-ND may not be ordered in these cases.

2.6.3 If no alternate facility is available, and upon request from HTT, and if agreed to by both Parties, BellSouth may utilize its SC process to determine the additional costs required to provision facilities. HTT will then have the option of paying the one-time SC rates to place the Loop.

2.7 Network Interface Device

2.7.1 The NID is defined as any means of interconnection of the End User's customer premises wiring to BellSouth's distribution plant, such as a cross-connect device used for that purpose. The NID is a single line termination device or that portion of a multiple line termination device required to terminate a single line or circuit at the premises. The NID features two (2) independent chambers or divisions that separate the service provider's network from the End User's premises wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider and the End User each make their connections. The NID provides a protective ground connection and is capable of terminating cables such as twisted pair cable.

2.7.2 BellSouth shall permit HTT to connect HTT's Loop facilities to the End User's customer premises wiring through the BellSouth NID or at any other technically feasible point.

2.7.3 Access to NID

2.7.3.1 HTT may access the End User's premises wiring by any of the following means and HTT shall not disturb the existing form of electrical protection and shall maintain the physical integrity of the NID:

2.7.3.1.1 BellSouth shall allow HTT to connect its Loops directly to BellSouth's multi-line residential NID enclosures that have additional space and are not used by BellSouth or any other telecommunications carriers to provide service to the premises;

2.7.3.1.2 Where an adequate length of the End User's customer premises wiring is present and environmental conditions permit, either Party may remove the End User premises wiring from the other Party's NID and connect such wiring to that Party's own NID;

2.7.3.1.3 Either Party may enter the subscriber access chamber or dual chamber NID enclosures for the purpose of extending a cross-connect or spliced jumper wire from the customer premises wiring through a suitable "punch-out" hole of such NID enclosures; or

- 2.7.3.1.4 HTTP may request BellSouth to make other rearrangements to the End User premises wiring terminations or terminal enclosure on a time and materials cost basis.
- 2.7.3.2 In no case shall either Party remove or disconnect the other Party's loop facilities from either Party's NIDs, enclosures, or protectors unless the applicable Commission has expressly permitted the same and the disconnecting Party provides prior notice to the other Party. In such cases, it shall be the responsibility of the Party disconnecting loop facilities to leave undisturbed the existing form of electrical protection and to maintain the physical integrity of the NID. It will be HTTP's responsibility to ensure there is no safety hazard, and HTTP will hold BellSouth harmless for any liability associated with the removal of the BellSouth Loop from the BellSouth NID. Furthermore, it shall be the responsibility of the disconnecting Party, once the other Party's loop has been disconnected from the NID, to reconnect the disconnected loop to a nationally recognized testing laboratory listed station protector, which has been grounded as per Article 800 of the National Electrical Code. If no spare station protector exists in the NID, the disconnected loop must be appropriately cleared, capped and stored.
- 2.7.3.3 HTTP shall not remove or disconnect ground wires from BellSouth's NIDs, enclosures, or protectors.
- 2.7.3.4 HTTP shall not remove or disconnect NID modules, protectors, or terminals from BellSouth's NID enclosures.
- 2.7.3.5 Due to the wide variety of NID enclosures and outside plant environments, BellSouth will work with HTTP to develop specific procedures to establish the most effective means of implementing this section if the procedures set forth herein do not apply to the NID in question.
- 2.7.4 Technical Requirements
- 2.7.4.1 The NID shall provide an accessible point of interconnection and shall maintain a connection to ground.
- 2.7.4.2 If an existing NID is accessed, it shall be capable of transferring electrical analog or digital signals between the End User's customer premises and the distribution media and/or cross-connect to HTTP's NID.
- 2.7.4.3 Existing BellSouth NIDs will be operational and provided in "as is" condition. HTTP may request BellSouth to do additional work to the NID on a time and material basis. When HTTP deploys its own local loops in a multiple-line termination device, HTTP shall specify the quantity of NID connections that it requires within such device.

2.8 Subloop Elements.

2.8.1 Where facilities permit, BellSouth shall offer access to its Unbundled Subloop (USL) elements as specified herein.

2.8.2 Unbundled Subloop Distribution (USLD)

2.8.2.1 The USLD facility is a dedicated transmission facility that BellSouth provides from an End User's point of demarcation to a BellSouth cross-connect device. The BellSouth cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. The USLD media is a copper twisted pair that can be provisioned as a 2-wire or 4-wire facility. BellSouth will make available the following subloop distribution offerings where facilities exist:

- USLD – Voice Grade (USLD-VG)
- Unbundled Copper Subloop (UCSL)
- USLD – Intrabuilding Network Cable (USLD-INC (aka riser cable))

2.8.2.2 USLD-VG is a copper subloop facility from the cross-box in the field up to and including the point of demarcation at the End User's premises and may have load coils.

2.8.2.3 UCSL is a copper facility eighteen thousand (18,000) feet or less in length provided from the cross-box in the field up to and including the End User's point of demarcation. If available, this facility will not have any intervening equipment such as load coils between the End User and the cross-box.

2.8.2.3.1 If HTT requests a UCSL and it is not available, HTT may request the copper Subloop facility be modified pursuant to the ULM process to remove load coils and/or excessive bridged taps. If load coils and/or excessive bridged taps are removed, the facility will be classified as a UCSL.

2.8.2.4 USLD-INC is the distribution facility owned or controlled by BellSouth inside a building or between buildings on the same property that is not separated by a public street or road. USLD-INC includes the facility from the cross-connect device in the building equipment room up to and including the point of demarcation at the End User's premises.

2.8.2.4.1 Upon request for USLD-INC from HTT, BellSouth will install a cross-connect panel in the building equipment room for the purpose of accessing USLD-INC pairs from a building equipment room. The cross-connect panel will function as a single point of interconnection (SPOI) for USLD-INC and will be accessible by multiple carriers as space permits. BellSouth will place cross-connect blocks in twenty five (25) pair increments for HTT's use on this cross-connect panel. HTT

will be responsible for connecting its facilities to the twenty five (25) pair cross-connect block(s).

- 2.8.2.5 For access to Voice Grade USLD and UCSL, HTT shall install a cable to the BellSouth cross-box pursuant to the terms and conditions for physical collocation for remote sites set forth in Attachment 4. This cable would be connected by a BellSouth technician within the BellSouth cross-box during the set-up process. HTT's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.
- 2.8.2.6 Through the SI process, BellSouth will determine whether access to USLs at the location requested by HTT is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet HTT's request, then BellSouth will perform the site set-up as described in the CLEC Information Package, located at BellSouth's Interconnection Web site: www.interconnection.bellsouth.com/products/html/unes.html.
- 2.8.2.7 The site set-up must be completed before HTT can order Subloop pairs. For the site set-up in a BellSouth cross-connect box in the field, BellSouth will perform the necessary work to splice HTT's cable into the cross-connect box. For the site set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel and the connecting block(s) that will be used to provide access to the requested USLs.
- 2.8.2.8 Once the site set-up is complete, HTT will request Subloop pairs through submission of a LSR form to the LCSC. OC is required with USL pair provisioning when HTT requests reuse of an existing facility, and the OC charge shall be billed in addition to the USL pair rate. For expedite requests by HTT for Subloop pairs, expedite charges will apply for intervals less than five (5) days.
- 2.8.2.9 USLs will be provided in accordance with BellSouth's TR 73600 Unbundled Local Loop Technical Specifications.
- 2.8.3 Unbundled Network Terminating Wire (UNTW)
- 2.8.3.1 UNTW is unshielded twisted copper wiring that is used to extend circuits from an intra-building network cable terminal or from a building entrance terminal to an individual End User's point of demarcation. It is the final portion of the Loop that in multi-subscriber configurations represents the point at which the network branches out to serve individual subscribers.
- 2.8.3.2 This element will be provided in MDUs and/or Multi-Tenants Units (MTUs) where either Party owns wiring all the way to the End User's premises. Neither Party will provide this element in locations where the property owner provides its own

wiring to the End User's premises, where a third party owns the wiring to the End User's premises.

2.8.3.3 Requirements

- 2.8.3.3.1 On a multi-unit premises, upon request of the other Party (Requesting Party), the Party owning the network terminating wire (Provisioning Party) will provide access to UNTW pairs on an Access Terminal that is suitable for use by multiple carriers at each Garden Terminal or Wiring Closet.
- 2.8.3.3.2 The Provisioning Party shall not be required to install new or additional NTW beyond existing NTW to provision the services of the Requesting Party.
- 2.8.3.3.3 In existing MDUs and/or MTUs in which BellSouth does not own or control wiring (INC/NTW) to the End Users premises, and HTT does own or control such wiring, HTT will install UNTW Access Terminals for BellSouth under the same terms and conditions as BellSouth provides UNTW Access Terminals to HTT.
- 2.8.3.3.4 In situations in which BellSouth activates a UNTW pair, BellSouth will compensate HTT for each pair activated commensurate to the price specified in HTT's Agreement.
- 2.8.3.3.5 Upon receipt of the UNTW SI requesting access to the Provisioning Party's UNTW pairs at a multi-unit premises, representatives of both Parties will participate in a meeting at the site of the requested access. The purpose of the site visit will include discussion of the procedures for installation and location of the Access Terminals. By request of the Requesting Party, an Access Terminal will be installed either adjacent to each of the Provisioning Party's Garden Terminal or inside each Wiring Closet. The Requesting Party will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. The Requesting Party may access any available pair on an Access Terminal. A pair is available when a pair is not being utilized to provide service or where the End User has requested a change in its local service provider to the Requesting Party. Prior to connecting the Requesting Party's service on a pair previously used by the Provisioning Party, the Requesting Party is responsible for ensuring the End User is no longer using the Provisioning Party's service or another CLEC's service before accessing UNTW pairs.
- 2.8.3.3.6 Access Terminal installation intervals will be established on an individual case basis.
- 2.8.3.3.7 The Requesting Party is responsible for obtaining the property owner's permission for the Provisioning Party to install an Access Terminal(s) on behalf of the Requesting Party. The submission of the SI by the Requesting Party will serve as certification by the Requesting Party that such permission has been obtained. If

the property owner objects to Access Terminal installations that are in progress or within thirty (30) days after completion and demands removal of Access Terminals, the Requesting Party will be responsible for costs associated with removing Access Terminals and restoring the property to its original state prior to Access Terminals being installed.

- 2.8.3.3.8 The Requesting Party shall indemnify and hold harmless the Provisioning Party against any claims of any kind that may arise out of the Requesting Party's failure to obtain the property owner's permission. The Requesting Party will be billed for nonrecurring and recurring charges for accessing UNTW pairs at the time the Requesting Party activates the pair(s). The Requesting Party will notify the Provisioning Party within five (5) business days of activating UNTW pairs using the LSR form.
- 2.8.3.3.9 If a trouble exists on a UNTW pair, the Requesting Party may use an alternate spare pair that serves that End User if a spare pair is available. In such cases, the Requesting Party will re-terminate its existing jumper from the defective pair to the spare pair. Alternatively, the Requesting Party will isolate and report troubles in the manner specified by the Provisioning Party. The Requesting Party must tag the UNTW pair that requires repair. If the Provisioning Party dispatches a technician on a reported trouble call and no UNTW trouble is found, the Provisioning Party will charge Requesting Party for time spent on the dispatch and testing the UNTW pair(s).
- 2.8.3.3.10 If the Requesting Party initiates the Access Terminal installation and the Requesting Party has not activated at least ten percent (10%) of the capacity of the Access Terminal installed pursuant to the Requesting Party's request for an Access Terminal within six (6) months of installation of the Access Terminal, the Provisioning Party will bill the Requesting Party a nonrecurring charge equal to the actual cost of provisioning the Access Terminal.
- 2.8.3.3.11 If the Provisioning Party determines that the Requesting Party is using the UNTW pairs without reporting the activation of the pairs, the Requesting Party will be billed for the use of that pair back to the date the End User began receiving service from the Requesting Party at that location. Upon request, the Requesting Party will provide copies of its billing record to substantiate such date. If the Requesting Party fails to provide such records, then the Provisioning Party will bill the Requesting Party back to the date of the Access Terminal installation.

2.9 Loop Makeup

2.9.1 Description of Service

- 2.9.1.1 BellSouth shall make available to HTT LMU information with respect to Loops that are required to be unbundled under this Agreement so that HTT can make an

independent judgment about whether the Loop is capable of supporting the advanced services equipment HTT intends to install and the services HTT wishes to provide. LMU is a preordering transaction, distinct from HTT ordering any other service(s). Loop Makeup Service Inquiries (LMUSI) and mechanized LMU queries for preordering LMU are likewise unique from other preordering functions with associated SIs as described in this Agreement.

- 2.9.1.2 BellSouth will provide HTT LMU information consisting of the composition of the Loop material (copper/fiber); the existence, location and type of equipment on the Loop, including but not limited to digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridged taps, load coils, pair-gain devices; the Loop length; the wire gauge and electrical parameters.
- 2.9.1.3 BellSouth's LMU information is provided to HTT as it exists either in BellSouth's databases or in its hard copy facility records. BellSouth does not guarantee accuracy or reliability of the LMU information provided.
- 2.9.1.4 BellSouth's provisioning of LMU information to the requesting CLEC for facilities is contingent upon either BellSouth or the requesting CLEC controlling the Loop(s) that serve the service location for which LMU information has been requested by the CLEC. The requesting CLEC is not authorized to receive LMU information on a facility used or controlled by another CLEC unless BellSouth receives a LOA from the voice CLEC (owner) or its authorized agent on the LMUSI submitted by the requesting CLEC.
- 2.9.1.5 HTT may choose to use equipment that it deems will enable it to provide a certain type and level of service over a particular BellSouth Loop as long as that equipment does not disrupt other services on the BellSouth network. The determination shall be made solely by HTT and BellSouth shall not be liable in any way for the performance of the advanced data services provisioned over said Loop. The specific Loop type (e.g., ADSL, HDSL, or otherwise) ordered on the LSR must match the LMU of the Loop reserved taking into consideration any requisite line conditioning. The LMU data is provided for informational purposes only and does not guarantee HTT's ability to provide advanced data services over the ordered Loop type. Furthermore, the LMU information for Loops other than copper-only Loops (e.g., ADSL, UCL-ND, etc.) that support xDSL services, is subject to change at any time due to modifications and/or upgrades to BellSouth's network. Except as set forth in Section 2.9.1.6 below, copper-only Loops will not be subject to change due to modification and/or upgrades to BellSouth's network and will remain on copper facilities until the Loop is disconnected by HTT or the End User, or until BellSouth retires the copper facilities via the FCC's and any applicable Commission's requirements. HTT is fully responsible for any of its service configurations that may differ from BellSouth's technical standard for the Loop type ordered.

2.9.1.6 If BellSouth retires its copper facilities using 47 C.F.R § 51.325(a) requirements; or is required by a governmental agency or regulatory body to move or replace copper facilities as a maintenance procedure, BellSouth will notify HTT, according to the applicable network disclosure requirements. It will be HTT's responsibility to move any service it may provide over such facilities to alternative facilities. If HTT fails to move the service to alternative facilities by the date in the network disclosure notice, BellSouth may terminate the service to complete the network change.

2.9.2 Submitting LMUSI

2.9.2.1 HTT may obtain LMU information and reserve facilities by submitting a mechanized LMU query or a manual LMUSI according to the terms and conditions as described in the LMU CLEC Information Package, incorporated herein by reference as it may be amended from time to time. The CLEC Information Package is located at the "CLEC UNE Product" on BellSouth's Interconnection Web site:
www.interconnection.bellsouth.com/guides/html/unes.html. After obtaining the Loop information from the mechanized LMU process, if HTT needs further Loop information in order to determine Loop service capability, HTT may initiate a separate Manual SI for a separate nonrecurring charge as set forth in Exhibit A.

2.9.2.2 All LSRs issued for reserved facilities shall reference the facility reservation number as provided by BellSouth. HTT will not be billed any additional LMU charges for the Loop ordered on such LSR. If, however, HTT does not reserve facilities upon an initial LMUSI, HTT's placement of an order for an advanced data service type facility will incur the appropriate billing charges to include SI and reservation per Exhibit A.

2.9.2.3 Where HTT has reserved multiple Loop facilities on a single reservation, HTT may not specify which facility shall be provisioned when submitting the LSR. For those occasions, BellSouth will assign to HTT, subject to availability, a facility that meets the BellSouth technical standards of the BellSouth type Loop as ordered by HTT.

2.9.2.4 Charges for preordering manual LMUSI or mechanized LMU are separate from any charges associated with ordering other services from BellSouth.

3 Line Splitting

3.1 Line splitting shall mean that a provider of data services (a Data LEC) and a provider of voice services (a Voice CLEC) to deliver voice and data service to End Users over the same Loop. The Voice CLEC and Data LEC may be the same or different carriers.

- 3.2 Line Splitting – UNE-L. In the event HTT provides its own switching or obtains switching from a third party, HTT may engage in line splitting arrangements with another CLEC using a splitter, provided by HTT, in a Collocation Space at the central office where the loop terminates into a distribution frame or its equivalent.
- 3.3 Provisioning Line Splitting and Splitter Space – UNE-L
- 3.3.1 The Voice CLEC provides the splitter when providing Line Splitting with UNE-L. When HTT owns the splitter, Line Splitting requires the following: a loop from NID at the End User's location to the serving wire center and terminating into a distribution frame or its equivalent.
- 3.3.2 An unloaded 2-wire copper Loop must serve the End User. The meet point for the Voice CLEC and the Data LEC is the point of termination on the MDF for the Data LEC's cable and pairs.
- 3.4 CLEC Provided Splitter – Line Splitting – UNE-L
- 3.4.1 To order High Frequency Spectrum on a particular Loop, HTT must have a DSLAM collocated in the central office that serves the End User of such Loop.
- 3.4.2 HTT may purchase, install and maintain central office POTS splitters in its collocation arrangements. HTT may use such splitters for access to its customers and to provide digital line subscriber services to its customers using the High Frequency Spectrum. Existing Collocation rules and procedures and the terms and conditions relating to Collocation set forth in Attachment 4-Central Office shall apply.
- 3.4.3 Any splitters installed by HTT in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards. HTT may install any splitters that BellSouth deploys or permits to be deployed for itself or any BellSouth affiliate.
- 3.5 Maintenance – Line Splitting – UNE-L
- 3.5.1 BellSouth will be responsible for repairing voice troubles and the troubles with the physical loop between the NID at the End User's premises and the termination point.
- 3.5.2 HTT shall indemnify, defend and hold harmless BellSouth from and against any claims, losses, actions, causes of action, suits, demands, damages, injury, and costs including reasonable attorney fees, which arise out of actions related to the other service provider, except to the extent caused by BellSouth's gross negligence or willful misconduct.

4 Unbundled Network Element Combinations

- 4.1 For purposes of this Section, references to “Currently Combined” Network Elements shall mean that the particular Network Elements requested by HTT are in fact already combined by BellSouth in the BellSouth network. References to “Ordinarily Combined” Network Elements shall mean that the particular Network Elements requested by HTT are not already combined by BellSouth in the location requested by HTT but are elements that are typically combined in BellSouth’s network. References to “Not Typically Combined” Network Elements shall mean that the particular Network Elements requested by HTT are not elements that BellSouth combines for its use in its network.
- 4.1.1 Except as otherwise set forth in this Agreement, upon request, BellSouth shall perform the functions necessary to combine Network Elements that BellSouth is required to provide under this Agreement in any manner, even if those elements are not ordinarily combined in BellSouth’s network, provided that such Combination is technically feasible and will not undermine the ability of other carriers to obtain access to Network Elements or to interconnect with BellSouth’s network.
- 4.1.2 To the extent HTT requests a Combination for which BellSouth does not have methods and procedures in place to provide such Combination, rates and/or methods or procedures for such Combination will be developed pursuant to the BFR process.
- 4.2 Rates
- 4.2.1 The rates for the Currently Combined Network Elements specifically set forth in Exhibit A shall be the rates associated with such Combinations. Where a Currently Combined Combination is not specifically set forth in Exhibit A, the rate for such Currently Combined Combination shall be the sum of the recurring rates for those individual Network Elements as set forth in Exhibit A and/or Exhibit B in addition to the applicable nonrecurring switch-as-is charge set forth in Exhibit A.
- 4.2.2 The rates for the Ordinarily Combined Network Elements specifically set forth in Exhibit A shall be the nonrecurring and recurring charges for those Combinations. Where an Ordinarily Combined Combination is not specifically set forth in Exhibit A, the rate for such Ordinarily Combined Combination shall be the sum of the recurring rates for those individual Network Elements as set forth in Exhibit A and/or Exhibit B and nonrecurring rates for those individual Network Elements as set forth in Exhibit A.
- 4.2.3 The rates for Not Typically Combined Combinations shall be developed pursuant to the BFR process upon request of HTT.
- 4.3 Enhanced Extended Links (EELs)

- 4.3.1 EELs are combinations of Loops and Dedicated Transport as defined in this Attachment, together with any facilities, equipment, or functions necessary to combine those Network Elements. BellSouth shall provide HTT with EELs where the underlying Network Element are available and are required to be provided pursuant to this Agreement and in all instances where the requesting carrier meets the eligibility requirements, if applicable.
- 4.3.2 High-capacity EELs are (1) combinations of Loop and Dedicated Transport, (2) Dedicated Transport commingled with a wholesale loop, or (3) a loop commingled with wholesale transport at the DS1 and/or DS3 level as described in 47 C.F.R. § 51.318(b).
- 4.3.3 By placing an order for a high-capacity EEL, HTT thereby certifies that the service eligibility criteria set forth herein are met for access to a converted high-capacity EEL, a new high-capacity EEL, or part of a high-capacity commingled EEL as a UNE. BellSouth shall have the right to audit HTT's high-capacity EELs as specified below.
- 4.3.4 Service Eligibility Criteria
- 4.3.4.1 High capacity EELs must comply with the following service eligibility requirements. HTT must certify for each high-capacity EEL that all of the following service eligibility criteria are met:
- 4.3.4.1.1 HTT has received state certification to provide local voice service in the area being served;
- 4.3.4.2 For each combined circuit, including each DS1 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL:
- 4.3.4.2.1 1) Each circuit to be provided to each End User will be assigned a local number prior to the provision of service over that circuit;
- 4.3.4.2.2 2) Each DS1-equivalent circuit on a DS3 EEL must have its own local number assignment so that each DS3 must have at least twenty-eight (28) local voice numbers assigned to it;
- 4.3.4.2.3 3) Each circuit to be provided to each End User will have 911 or E911 capability prior to provision of service over that circuit;
- 4.3.4.2.4 4) Each circuit to be provided to each End User will terminate in a collocation arrangement that meets the requirements of 47 C.F.R. § 51.318(c);
- 4.3.4.2.5 5) Each circuit to be provided to each End User will be served by an interconnection trunk over which HTT will transmit the calling party's number in connection with calls exchanged over the trunk;

- 4.3.4.2.6 6) For each twenty-four (24) DS1 EELs or other facilities having equivalent capacity, HTT will have at least one (1) active DS1 local service interconnection trunk over which HTT will transmit the calling party's number in connection with calls exchanged over the trunk; and
- 4.3.4.2.7 7) Each circuit to be provided to each End User will be served by a switch capable of switching local voice traffic.
- 4.3.4.3 BellSouth may, on an annual basis, audit HTT's records in order to verify compliance with the qualifying service eligibility criteria. The audit shall be conducted by a third party independent auditor, and the audit must be performed in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA). To the extent the independent auditor's report concludes that HTT failed to comply with the service eligibility criteria, HTT must true-up any difference in payments, convert all noncompliant circuits to the appropriate service, and make the correct payments on a going-forward basis. In the event the auditor's report concludes that HTT did not comply in any material respect with the service eligibility criteria, HTT shall reimburse BellSouth for the cost of the independent auditor. To the extent the auditor's report concludes that HTT did comply in all material respects with the service eligibility criteria, BellSouth will reimburse HTT for its reasonable and demonstrable costs associated with the audit. HTT will maintain appropriate documentation to support its certifications.
- 4.3.4.4 In the event HTT converts special access services to UNEs, HTT shall be subject to the termination liability provisions in the applicable special access tariffs, if any.

5 Dedicated Transport and Dark Fiber Transport

5.1 Dedicated Transport. Dedicated Transport is defined as BellSouth's transmission facilities between wire centers or switches owned by BellSouth, or between wire centers or switches owned by BellSouth and switches owned by HTT, including but not limited to DS1, DS3 and OCn level services, as well as dark fiber, dedicated to HTT. BellSouth shall not be required to provide access to OCn level Dedicated Transport under any circumstances pursuant to this Agreement. In addition, except as set forth in Section 5.2 below, BellSouth shall not be required to provide to HTT unbundled access to interoffice transmission facilities that do not connect a pair of wire centers or switches owned by BellSouth (Entrance Facilities).

5.2 DS1 and DS3 Dedicated Transport Requirements

5.2.1 For purposes of this Section 5.2, a Business Line is as defined in 47 C.F.R. § 51.5.

- 5.2.2 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dedicated Transport except as described below:
- 5.2.2.1 DS1 Dedicated Transport where both wire centers at the end points of the route contain thirty-eight thousand (38,000) or more Business Lines or four (4) or more fiber-based collocators.
- 5.2.2.2 DS3 Dedicated Transport where both wire centers at the end points of the route contain twenty-four thousand (24,000) or more Business Lines or three (3) or more fiber-based collocators.
- 5.2.2.3 A list of wire centers meeting the criteria set forth in Sections 5.2.2.1 or 5.2.2.2 above as of March 10, 2005, is available as set forth in Exhibit C or as set forth in a subsequent notification via BellSouth's Web site (Initial Wire Center List).
- 5.2.2.4 Once a wire center exceeds either of the thresholds set forth in Section 5.2.2.1 above, no future DS1 Dedicated Transport unbundling will be required in that wire center.
- 5.2.2.5 Once a wire center exceeds either of the thresholds set forth in Section 5.2.2.2 above, no future DS3 Dedicated Transport will be required in that wire center.
- 5.2.2.6 Modifications and Updates to the Wire Center List and Subsequent Transition Periods
- 5.2.2.6.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Sections 5.2.2.1 or 5.2.2.2 above, but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in CNL. Each such list of additional wire centers shall be considered a Subsequent Wire Center List.
- 5.2.2.6.2 Effective ten (10) business days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to provide DS1 and DS3 Dedicated Transport, as applicable, in such additional wire center(s).
- 5.2.2.6.3 For purposes of Section 5.2.2.6, BellSouth shall make available DS1 and DS3 Dedicated Transport that was in service for HTT in a wire center on the Subsequent Wire Center List as of the tenth (10th) business day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until ninety (90) days after the tenth (10th) business day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).
- 5.2.2.6.4 Subsequent disconnects or loss of End Users shall be removed from the Subsequent Embedded Base.

- 5.2.2.6.5 The rates set forth in Exhibit B shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.
- 5.2.2.6.6 No later than forty (40) days from BellSouth's CNL identifying the Subsequent Wire Center List HTT shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.
 - 5.2.2.6.6.1 If HTT fails to submit the spreadsheet(s) specified in Section 5.2.2.6.6 above for all of its Subsequent Embedded Base within forty (40) days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify HTT's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.
 - 5.2.2.6.7 For Subsequent Embedded Base circuits converted pursuant to Section 5.2.2.6.6 above or transitioned pursuant to Section 5.2.2.6.6.1 above, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.
- 5.2.3 BellSouth shall:
 - 5.2.4 Provide HTT exclusive use of Dedicated Transport to a particular customer or carrier;
 - 5.2.5 Provide all technically feasible features, functions, and capabilities of Dedicated Transport as outlined within the technical requirements of this section;
 - 5.2.6 Permit, to the extent technically feasible, HTT to connect Dedicated Transport to equipment designated by HTT, including but not limited to, HTT's collocated facilities; and
 - 5.2.7 Permit, to the extent technically feasible, HTT to obtain the functionality provided by BellSouth's digital cross-connect systems.
- 5.3 BellSouth shall offer Dedicated Transport:
 - 5.3.1 As capacity on a shared facility; and
 - 5.3.2 As a circuit (i.e., DS0, DS1, DS3, STS-1) dedicated to HTT.

- 5.4 Dedicated Transport may be provided over facilities such as optical fiber, copper twisted pair, and coaxial cable, and shall include transmission equipment such as line terminating equipment, amplifiers, and regenerators.
- 5.5 HTTP may obtain a maximum of twelve (12) unbundled DS3 Dedicated Transport circuits on each Route where DS3 Dedicated Transport is available as a Network Element, and a maximum of ten (10) unbundled DS1 Dedicated Transport circuits on each Route where there is no 251(c)(3) unbundling obligation for DS3 Dedicated Transport, but for which impairment exists for DS1 Dedicated Transport. A route is defined as a transmission path between one of BellSouth's wire centers or switches and another of BellSouth's wire centers or switches. A route between two (2) points may pass through one or more intermediate wire centers or switches. Transmission paths between identical end points are the same "route", irrespective of whether they pass through the same intermediate wire centers or switches, if any.
- 5.6 Technical Requirements
- 5.6.1 BellSouth shall offer DS0 equivalent interface transmission rates for DS0 or voice grade Dedicated Transport. For DS1 or DS3 circuits, Dedicated Transport shall at a minimum meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office (CI to CO) connections in the applicable industry standards.
- 5.6.2 BellSouth shall offer the following interface transmission rates for Dedicated Transport:
- 5.6.2.1 DS0 Equivalent;
- 5.6.2.2 DS1;
- 5.6.2.3 DS3;
- 5.6.2.4 STS-1; and
- 5.6.2.5 SDH (Synchronous Digital Hierarchy) Standard interface rates are in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.
- 5.6.3 BellSouth shall design Dedicated Transport according to its network infrastructure. HTTP shall specify the termination points for Dedicated Transport.
- 5.6.4 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references and BellSouth Technical References;

- 5.6.4.1 Telcordia TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986.
- 5.6.4.2 BellSouth's TR73501 LightGate®Service Interface and Performance Specifications, Issue D, June 1995.
- 5.6.4.3 BellSouth's TR73525 MegaLink®Service, MegaLink Channel Service and MegaLink Plus Service Interface and Performance Specifications, Issue C, May 1996.
- 5.7 Unbundled Channelization (Multiplexing)
 - 5.7.1 To the extent HTT is purchasing DS1 or DS3 or STS-1 Dedicated Transport pursuant to this Agreement, Unbundled Channelization (UC) provides the optional multiplexing capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) or STS-1 (51.84 Mbps) Network Elements to be multiplexed or channelized at a BellSouth central office. Channelization can be accomplished through the use of a multiplexer or a digital cross-connect system at the discretion of BellSouth. Once UC has been installed, HTT may request channel activation on a channelized facility and BellSouth shall connect the requested facilities via COCIs. The COCI must be compatible with the lower capacity facility and ordered with the lower capacity facility. This service is available as defined in NECA 4.
 - 5.7.2 BellSouth shall make available the following channelization systems and interfaces:
 - 5.7.2.1 DS1 Channelization System: channelizes a DS1 signal into a maximum of twenty-four (24) DS0s. The following COCI are available: Voice Grade, Digital Data and ISDN.
 - 5.7.2.2 DS3 Channelization System: channelizes a DS3 signal into a maximum of twenty-eight (28) DS1s. A DS1 COCI is available with this system.
 - 5.7.2.3 STS-1 Channelization System: channelizes a STS-1 signal into a maximum of twenty-eight (28) DS1s. A DS1 COCI is available with this system.
 - 5.7.3 Technical Requirements. In order to assure proper operation with BellSouth provided central office multiplexing functionality, HTT's channelization equipment must adhere strictly to form and protocol standards. HTT must also adhere to such applicable industry standards for the multiplex channel bank, for voice frequency encoding, for various signaling schemes, and for sub rate digital access.
- 5.8 Dark Fiber Transport. Dark Fiber Transport is defined as Dedicated Transport that consists of unactivated optical interoffice transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics. Except as set forth in Section 5.8.1 below, BellSouth shall not be required to

provide access to Dark Fiber Transport Entrance Facilities pursuant to this Agreement.

5.8.1 Dark Fiber Transport Requirements

5.8.1.1 For purposes of this Section 5.8, a Business Line is as defined in 47 C.F.R. § 51.5.

5.8.1.2 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dark Fiber Transport except as described below:

5.8.1.2.1 Dark Fiber Transport where both wire centers at the end points of the route contain twenty-four thousand (24,000) or more Business Lines or three (3) or more fiber-based collocators.

5.8.1.3 A list of wire centers meeting the criteria set forth in Section 5.8.1.2.1 above as of March 10, 2005, (Initial List) is available as set forth in Exhibit C or as set forth in a subsequent notification via BellSouth's Web site.

5.8.1.4 Once a wire center exceeds either of the thresholds set forth in Section 5.8.1.2.1 above, no future Dark Fiber Transport unbundling will be required in that wire center.

5.8.1.5 Modifications and Updates to the Wire Center List and Subsequent Transition Periods

5.8.1.5.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Section 5.8.1.2.1 above, but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in a CNL. Each such list of additional wire centers shall be considered a "Subsequent Wire Center List".

5.8.1.5.2 Effective ten (10) business days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to provide unbundled access to Dark Fiber Transport, as applicable, in such additional wire center(s).

5.8.1.5.3 For purposes of Section 5.8.1.5, BellSouth shall make available Dark Fiber Transport that was in service for HTT in a wire center on the Subsequent Wire Center List as of the tenth (10th) business day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until ninety (90) days after the tenth (10th) business day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).

5.8.1.5.4 Subsequent disconnects or loss of End Users shall be removed from the Subsequent Embedded Base.

- 5.8.1.5.5 The rates set forth in Exhibit B shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.
- 5.8.1.5.6 No later than forty (40) days from BellSouth's CNL identifying the Subsequent Wire Center List HTT shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.
- 5.8.1.5.6.1 If HTT fails to submit the spreadsheet(s) specified in Section 5.8.1.5.6 above for all of its Subsequent Embedded Base within forty (40) days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify HTT's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.
- 5.8.1.5.6.2 For Subsequent Embedded Base circuits converted pursuant to Section 5.8.1.5.6 above or transitioned pursuant to Section 5.8.1.5.6.1 above, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.
- 5.9 Rearrangements
- 5.9.1 Rearrangement of a dedicated transport or combination that includes dedicated transport that requires a CFA change: A request to move a working HTT circuit from one CFA to another HTT CFA, where both CFAs terminate in the same BellSouth Central Office (Change in CFA), shall not constitute the establishment of new service. The applicable rates set forth in Exhibit A.
- 5.9.2 Requests to reterminate one end of a facility that is not a Change in CFA constitute the establishment of new service and require disconnection of existing service and the applicable rates set forth in Exhibit A shall apply.
- 5.9.3 Upon request of HTT, BellSouth shall project manage the Change in CFA or retermination of Dedicated Transport and combinations that include transport as described in Sections 5.9.1 and 5.9.2 above and HTT may request OC-TS for such orders.
- 5.9.4 BellSouth shall accept a LOA between HTT and another carrier that will allow HTT to connect Dedicated Transport or Combination that includes Dedicated

Transport to the other carrier's collocation space or to another carrier's CFA associated with higher bandwidth transport.

- 5.9.5 Rearrangement of an EEL to a standalone UNE-L that requires a CFA change: HTT may utilize the EEL to UNE-L retermination process, as described in BellSouth's guides available on its web site, to disconnect an EEL circuit and reterminate the Loop portion of the former EEL circuit to a collocation arrangement in the End User Serving Wire Center as a standalone UNE-L. When using this process, the existing Loop portion of the EEL will be re-used and the resulting standalone Loop will be subject to the rates, terms and conditions for that particular Loop as set forth in this Attachment. This process will apply only to EELs that include as a part of its combination a DS1 Loop, UVL-SL2 Loop, 4-Wire UDL Loop (64, 56 kbs) and a 2-Wire ISDN Loop.
- 5.9.6 BellSouth shall charge the applicable EEL to UNE-L retermination rates found in Exhibit A. HTT shall also be charged applicable manual service order, collocation cross-connect and EEL disconnect charges as set forth in Exhibit A of this Attachment.
- 5.9.7 The EEL to UNE-L retermination process is not available when the rearrangement requires a dispatch outside the serving wire center where the Loop terminates. If an outside dispatch is required, or if HTT elects not to utilize the EEL to UNE-L retermination process, HTT must submit an LSR to disconnect the entire EEL circuit, and must submit a separate LSR for the requested standalone Loop. In such cases, HTT will be charged the EEL disconnect charges and the full nonrecurring rates for installation of a new Loop, as set forth in Exhibit A.

6 Automatic Location Identification/Data Management System (ALI/DMS)

6.1 911 and E911 Databases

6.1.1 BellSouth shall provide HTT with nondiscriminatory access to 911 and E911 databases on an unbundled basis, in accordance with 47 C.F.R. § 51.319 (f).

6.1.2 The ALI/DMS database contains End User information (including name, address, telephone information, and sometimes special information from the local service provider or End User) used to determine to which PSAP to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911. HTT will be required to provide the BellSouth 911 database vendor daily service order updates to E911 database in accordance with Section 6.2.1 below.

6.2 Technical Requirements

6.2.1 BellSouth's 911 database vendor shall provide HTT the capability of providing updates to the ALI/DMS database through a specified electronic interface. HTT

shall contact BellSouth's 911 database vendor directly to request interface. HTT shall provide updates directly to BellSouth's 911 database vendor on a daily basis. Updates shall be the responsibility of HTT and BellSouth shall not be liable for the transactions between HTT and BellSouth's 911 database vendor.

- 6.2.2 It is HTT's responsibility to retrieve and confirm statistical data and to correct errors obtained from BellSouth's 911 database vendor on a daily basis. All errors will be assigned a unique error code and the description of the error and the corrective action is described in the CLEC Users Guide for Facility Based Providers that is found on the BellSouth Interconnection Web site.
- 6.2.3 HTT shall conform to the BellSouth standards as described in the CLEC Users Guide to E911 for Facilities Based Providers that is located on the BellSouth Interconnection Web site at www.interconnection.bellsouth.com/guides.
- 6.2.4 Stranded Unlocks are defined as End User records in BellSouth's ALI/DMS database that have not been migrated for over ninety (90) days to HTT, as a new provider of local service to the End User. Stranded Unlocks are those End User records that have been "unlocked" by the previous local exchange carrier that provided service to the End User and are open for HTT to assume responsibility for such records.
 - 6.2.4.1 Based upon End User record ownership information available in the NPAC database, BellSouth shall provide a Stranded Unlock annual report to HTT that reflects all Stranded Unlocks that remain in the ALI/DMS database for over ninety (90) days. HTT shall review the Stranded Unlock report, identify its End User records and request to either delete such records or migrate the records to HTT within two (2) months following the date of the Stranded Unlock report provided by BellSouth. HTT shall reimburse BellSouth for any charges BellSouth's database vendor imposes on BellSouth for the deletion of HTT's records.
- 6.3 911 PBX Locate Service®. 911 PBX Locate Service is comprised of a database capability and a separate transport component.
 - 6.3.1 Description of Product. The transport component provides a dedicated trunk path from a Private Branch Exchange (PBX) switch to the appropriate BellSouth 911 tandem.
 - 6.3.1.1 The database capability allows HTT to offer an E911 service to its PBX End Users that identifies to the PSAP the physical location of the HTT PBX 911 End User station telephone number for the 911 call that is placed by the End User.
 - 6.3.2 HTT may order either the database capability or the transport component as desired or HTT may order both components of the service.

- 6.3.3 911 PBX Locate Database Capability. HTT's End User or HTT's End User's database management agent (DMA) must provide the End User PBX station telephone numbers and corresponding address and location data to BellSouth's 911 database vendor. The data will be loaded and maintained in BellSouth's ALI database.
- 6.3.4 Ordering, provisioning, testing and maintenance shall be provided by HTT pursuant to the 911 PBX Locate Marketing Service Description (MSD) that is located on the BellSouth Interconnection Web site.
- 6.3.5 HTT's End User, or HTT's End User DMA must provide ongoing updates to BellSouth's 911 database vendor within a commercially reasonable timeframe of all PBX station telephone number adds, moves and deletions. It will be the responsibility of HTT to ensure that the End User or DMA maintain the data pertaining to each End User's extension managed by the 911 PBX Locate Service product. HTT should not submit telephone number updates for specific PBX station telephone numbers that are submitted by HTT's End User, or HTT's End User DMA under the terms of 911 PBX Locate product.
- 6.3.5.1 HTT must provision all PBX station numbers in the same LATA as the E911 tandem.
- 6.3.6 HTT agrees to release, indemnify, defend and hold harmless BellSouth from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by HTT's End User or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by HTT or others, or for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of PBX Locate Service features or by any services which are or may be furnished by BellSouth in connection therewith, including but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing 911 services using 911 PBX Locate Service hereunder, except to the extent caused by BellSouth's gross negligence or wilful misconduct. HTT is responsible for assuring that its authorized End Users comply with the provisions of these terms and that unauthorized persons do not gain access to or use the 911 PBX Locate Service through user names, passwords, or other identifiers assigned to HTT's End User or DMA pursuant to these terms. Specifically, HTT's End User or DMA must keep and protect from use by any unauthorized individual identifiers, passwords, and any other security token(s) and devices that are provided for access to this product.

- 6.3.7 HTTP may only use BellSouth PBX Locate Service solely for the purpose of validating and correcting 911 related data for HTTP's End Users' telephone numbers for which it has direct management authority.
- 6.3.8 911 PBX Locate Transport Component. The 911 PBX Locate Service transport component requires HTTP to order a CAMA type dedicated trunk from HTTP's End User premise to the appropriate BellSouth 911 tandem pursuant to the following provisions.
- 6.3.8.1 Except as otherwise set forth below, a minimum of two (2) End User specific, dedicated 911 trunks are required between the HTTP's End User premise and the BellSouth 911 tandem as described in BellSouth's TR 73576 and in accordance with the 911 PBX Locate Marketing Service Description located on the BellSouth Interconnection Web site. HTTP is responsible for connectivity between the End User's PBX and HTTP's switch or POP location. HTTP will then order 911 trunks from their switch or POP location to the BellSouth 911 tandem. The dedicated trunks shall be, at a minimum, DS0 level trunks configured as part of a digital interface (delivered over a HTTP purchased DS1 facility that hands off at a DS1 or higher level digital or optical interface). HTTP is responsible for ensuring that the PBX switch is capable of sending the calling station's Direct Inward Dial (DID) telephone number to the BellSouth 911 tandem in a specified Multi-frequency (MF) Address Signaling Protocol. If the PBX switch supports Primary Rate ISDN (PRI) and the calling stations are DID numbers, then the 911 call can be transmitted using PRI, and there will be no requirement for the PBX Locate Transport component.
- 6.3.9 Ordering and Provisioning. HTTP will submit an Access Service Request (ASR) to BellSouth to order a minimum of two (2) End User specific 911 trunks from its switch or POP location to the BellSouth 911 tandem.
- 6.3.9.1 Testing and maintenance shall be provided by HTTP pursuant to the 911 PBX Locate Marketing Service description that is located on the BellSouth Interconnection Web site.
- 6.3.10 Rates. Rates for the 911 PBX Locate Service database component are set forth in Exhibit A. Trunks and facilities for 911 PBX Locate transport component may be ordered by HTTP pursuant to the terms and conditions set forth in Attachment 3.

7 White Pages Listings

- 7.1 BellSouth shall provide HTTP and its End Users access to white pages directory listings under the following terms:
- 7.1.1 Listings. HTTP shall provide all new, changed and deleted listings on a timely basis and BellSouth or its agent will include HTTP residential and business End User

listings in the appropriate White Pages (residential and business) or alphabetical directories in the geographic areas covered by this Agreement. Directory listings will make no distinction between HTT and BellSouth End Users. HTT shall provide listing information in accordance with the procedures set forth in The BellSouth Business Rules for Local Ordering found at BellSouth's Interconnection Services Web site.

- 7.1.2 Unlisted/Non-Published End Users. HTT will be required to provide to BellSouth the names, addresses and telephone numbers of all HTT End Users who wish to be omitted from directories. Unlisted/Non-Published listings will be subject to the rates as set forth in BellSouth's GSST and shall not be subject to wholesale discount.
- 7.1.3 Inclusion of HTT End Users in Directory Assistance Database. BellSouth will include and maintain HTT End User listings in BellSouth's DA databases. HTT shall provide such Directory Assistance listings to BellSouth at no charge.
- 7.1.4 Listing Information Confidentiality. BellSouth will afford HTT's directory listing information the same level of confidentiality that BellSouth affords its own directory listing information.
- 7.1.5 Additional and Designer Listings. Additional and designer listings will be offered by BellSouth at tariffed rates as set forth in BellSouth's GSST and shall not be subject to the wholesale discount.
- 7.1.6 Rates. So long as HTT provides listing information to BellSouth as set forth in Section 7.1.2 above, BellSouth shall provide to HTT one (1) basic White Pages directory listing per HTT End User at no charge other than applicable service order charges as set forth in BellSouth's tariffs. Except in the case of a LSR submitted solely to port a number from BellSouth, if such listing is requested on the initial LSR associated with the request for services, a single manual service order charge or electronic service order charge, as appropriate, as described in Attachment 6, will apply to both the request for service and the request for the directory listing. Where a subsequent LSR is placed solely to request a directory listing, or is placed to port a number and request a directory listing, separate service order charges as set forth in BellSouth's tariffs shall apply, as well as the manual service order charge or the electronic service order charge, as appropriate, as described in Attachment 6.
- 7.2 Directories. BellSouth or its agent shall make available White Pages directories to HTT End User at no charge or as specified in a separate agreement between HTT and BellSouth's agent.
- 7.3 Procedures for submitting HTT SLI are found in The BellSouth Business Rules for Local Ordering found at BellSouth's Interconnection Services Web site.

- 7.3.1 HTTP authorizes BellSouth to release all HTTP SLI provided to BellSouth by HTTP to qualifying third parties pursuant to either a license agreement or BellSouth's Directory Publishers Database Service (DPDS), BellSouth's GSST. Such HTTP SLI shall be intermingled with BellSouth's own End User listings and listings of any other CLEC that has authorized a similar release of SLI.
- 7.3.2 No compensation shall be paid to HTTP for BellSouth's receipt of HTTP SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incurs costs to modify its systems to enable the release of HTTP's SLI, or costs on an ongoing basis to administer the release of HTTP SLI, HTTP shall pay to BellSouth its proportionate share of the reasonable costs associated therewith. At any time that costs may be incurred to administer the release of HTTP's SLI, HTTP will be notified. If HTTP does not wish to pay its proportionate share of these reasonable costs, HTTP may instruct BellSouth that it does not wish to release its SLI to independent publishers, and HTTP shall amend this Agreement accordingly. HTTP will be liable for all costs incurred until the effective date of the agreement.
- 7.3.3 Neither BellSouth nor any agent shall be liable for the content or accuracy of any SLI provided by HTTP under this Agreement. HTTP shall indemnify, except to the extent caused by BellSouth's gross negligence or willful misconduct, hold harmless and defend BellSouth and its agents from and against any damages, losses, liabilities, demands, claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate HTTP listings or use of the SLI provided pursuant to this Agreement. BellSouth may forward to HTTP any complaints received by BellSouth relating to the accuracy or quality of HTTP listings.
- 7.3.4 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.

UNBUNDLED NETWORK ELEMENTS - Florida										Attachment 2 Exh A:					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to Internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm															
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"															
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has an interconnection contract established in															
NOTE: (2) Any element that can be ordered electronically will be billed according to the SOME C rate listed in this category. Please refer to BellSouth's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOME C rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge,															
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOME C		3.50	0.00	3.50	0.00					
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMAN		11.90	0.00	1.83	0.00					
UNE SERVICE DATE ADVANCEMENT CHARGE															
NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.															
	UNE Expedite Charge per Circuit or Line Assignable USOC, per Day			UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDLO3, UDLSX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNX, UNCSX, UNC VX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA, NTCVG, NTCUD, NTCG1	SDASP		200.00								
ORDER MODIFICATION CHARGE															
	Order Modification Charge (OMC)						26.21	0.00	0.00	0.00					
	Order Modification Additional Dispatch Charge (OMCAD)						150.00	0.00	0.00	0.00					
UNBUNDLED EXCHANGE ACCESS LOOP															
2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2		12.24	135.75	82.47	63.53	12.01				
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2		17.40	135.75	82.47	63.53	12.01				
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2		30.87	135.75	82.47	63.53	12.01				
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2		12.24	135.75	82.47	63.53	12.01				

Exhibit 1 to Amendment

UNBUNDLED NETWORK ELEMENTS - Florida											Attachment 2 Exh A:											
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l						
						Rec	Nonrecurring		Nonrecurring Disconnect								OSS Rates(\$)					
							First	Add'l	First	Add'l							SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	17.40	135.75	82.47	63.53	12.01												
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	30.87	135.75	82.47	63.53	12.01												
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DSO)			UEA	URES L		24.97	3.52														
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DSO)			UEA	URES P		26.46	5.01														
	CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		87.71	36.35														
	Loop Tagging - Service Level 2 (SL2)			UEA	URETL		11.21	1.10														
	4-WIRE ANALOG VOICE GRADE LOOP																					
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	18.89	167.86	115.15	67.08	15.56												
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	26.84	167.86	115.15	67.08	15.56												
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	47.62	167.86	115.15	67.08	15.56												
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DSO)			UEA	URES L		24.97	3.52														
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DSO)			UEA	URES P		26.46	5.01														
	CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		87.71	36.35														
	2-WIRE ISDN DIGITAL GRADE LOOP																					
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	19.28	147.69	94.41	62.23	10.71												
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	27.40	147.69	94.41	62.23	10.71												
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	48.62	147.69	94.41	62.23	10.71												
	CLEC to CLEC Conversion Charge without outside dispatch			UDN	UREWO		91.61	44.15														
	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																					
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	8.30	149.53	103.85	75.05	15.63												
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	11.80	149.53	103.85	75.05	15.63												
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	20.94	149.53	103.85	75.05	15.63												
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2W	8.30	124.83	71.12	60.64	9.12												
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2W	11.80	124.83	71.12	60.64	9.12												
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2W	20.94	124.83	71.12	60.64	9.12												
	CLEC to CLEC Conversion Charge without outside dispatch			UAL	UREWO		86.19	40.39														
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																					
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	7.22	159.09	113.41	75.05	15.63												
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	10.26	159.09	113.41	75.05	15.63												
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	18.21	159.09	113.41	75.05	15.63												
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	7.22	134.40	80.69	60.64	9.12												
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	10.26	134.40	80.69	60.64	9.12												
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	18.21	134.40	80.69	60.64	9.12												
	CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		86.12	40.39														
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																					
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	10.86	193.31	138.98	77.15	12.61												
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	15.44	193.31	138.98	77.15	12.61												
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	27.39	193.31	138.98	77.15	12.61												

Exhibit 1 to Amendment

UNBUNDLED NETWORK ELEMENTS - Florida										Attachment 2 Exh A:						
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						Rec	Nonrecurring		Nonrecurring Disconnect							
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	16.81	177.87	132.76	77.15	17.73						
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	29.82	177.87	132.76	77.15	17.73						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	11.83	153.18	100.03	62.74	11.22						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	16.81	153.18	100.03	62.74	11.22						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	29.82	153.18	100.03	62.74	11.22						
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
	CLEC to CLEC Conversion Charge without outside dispatch			UCL	UREWO		97.21	42.47								
	Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL, USL	OCOSL		23.02									
	Rearrangements															
	EEL to UNE-L Retermination, per 2 Wire Unbundled Voice Loop-SL2			UEA	UREEL		87.71	36.35								
	EEL to UNE-L Retermination, per 4 Wire Unbundled Voice Loop			UEA	UREEL		87.71	36.35								
	EEL to UNE-L Retermination, per 2 Wire ISDN Loop			UDN	UREEL		91.61	44.15								
	EEL to UNE-L Retermination, per 4 Wire Unbundled Digital Loop			UDL	UREEL		102.11	49.74								
	EEL to UNE-L Retermination, per 4 Wire Unbundled DS1 Loop			USL	UREEL		101.07	43.04								
	UNE LOOP COMMINGLING															
	2-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING															
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	NTCVG	UEAL2	12.24	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	NTCVG	UEAL2	17.40	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	NTCVG	UEAL2	30.87	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	NTCVG	UEAR2	12.24	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	NTCVG	UEAR2	17.40	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	NTCVG	UEAR2	30.87	135.75	82.47	63.53	12.01						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URES		24.97	3.52								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		26.46	5.01								
	CLEC to CLEC Conversion Charge without outside dispatch			NTCVG	UREWO		87.71	36.35								
	Loop Tagging - Service Level 2 (SL2)			NTCVG	URETL		11.21	1.10								
	4-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING															
	4-Wire Analog Voice Grade Loop - Zone 1		1	NTCVG	UEAL4	18.89	167.86	115.15	67.08	15.56						
	4-Wire Analog Voice Grade Loop - Zone 2		2	NTCVG	UEAL4	26.84	167.86	115.15	67.08	15.56						
	4-Wire Analog Voice Grade Loop - Zone 3		3	NTCVG	UEAL4	47.62	167.86	115.15	67.08	15.56						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URES		24.97	3.52								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		26.46	5.01								
	CLEC to CLEC Conversion Charge without outside dispatch			NTCVG	UREWO		87.71	36.35								
	4-WIRE DS1 DIGITAL LOOP - COMMINGLING															
	4-Wire DS1 Digital Loop - Zone 1		1	NTCD1	USLXX	70.74	313.75	181.48	61.22	13.53						
	4-Wire DS1 Digital Loop - Zone 2		2	NTCD1	USLXX	100.54	313.75	181.48	61.22	13.53						
	4-Wire DS1 Digital Loop - Zone 3		3	NTCD1	USLXX	178.39	313.75	181.48	61.22	13.53						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			NTCD1	URES		24.97	3.52								

UNBUNDLED NETWORK ELEMENTS - Florida										Attachment 2 Exh A:										
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates(\$)							
													Rec	Nonrecurring		Nonrecurring Disconnect		SOMEc	SOMAN	SOMAN
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			NTCD1	URESP	26.46														
	CLEC to CLEC Conversion Charge without outside dispatch			NTCD1	UREWO	101.07														
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP - COMMINGLING																			
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1			1 NTCUD	UDL2X	22.20	161.56	108.85	67.08	15.56										
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2			2 NTCUD	UDL2X	31.56	161.56	108.85	67.08	15.56										
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3			3 NTCUD	UDL2X	55.99	161.56	108.85	67.08	15.56										
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1			1 NTCUD	UDL4X	22.20	161.56	108.85	67.08	15.56										
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2			2 NTCUD	UDL4X	31.56	161.56	108.85	67.08	15.56										
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3			3 NTCUD	UDL4X	55.99	161.56	108.85	67.08	15.56										
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1			1 NTCUD	UDL9X	22.20	161.56	108.85	67.08	15.56										
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2			2 NTCUD	UDL9X	31.56	161.56	108.85	67.08	15.56										
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3			3 NTCUD	UDL9X	55.99	161.56	108.85	67.08	15.56										
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1			1 NTCUD	UDL19	22.20	161.56	108.85	67.08	15.56										
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2			2 NTCUD	UDL19	31.56	161.56	108.85	67.08	15.56										
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3			3 NTCUD	UDL19	55.99	161.56	108.85	67.08	15.56										
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1			1 NTCUD	UDL56	22.20	161.56	108.85	67.08	15.56										
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2			2 NTCUD	UDL56	31.56	161.56	108.85	67.08	15.56										
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3			3 NTCUD	UDL56	55.99	161.56	108.85	67.08	15.56										
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1			1 NTCUD	UDL64	22.20	161.56	108.85	67.08	15.56										
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2			2 NTCUD	UDL64	31.56	161.56	108.85	67.08	15.56										
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3			3 NTCUD	UDL64	55.99	161.56	108.85	67.08	15.56										
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCUD	URES	24.97		3.52												
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCUD	URES	26.46		5.01												
	CLEC to CLEC Conversion Charge without outside dispatch			NTCUD	UREWO	102.11		49.74												
	Order Coordination for Specified Conversion Time (per LSR)			NTCVG, NTCUD, NTCDI	OCOSL	23.02														
	UNBUNDLED EXCHANGE ACCESS LOOP																			
	2-WIRE ANALOG VOICE GRADE LOOP																			
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1			1 UEANL	UEAL2	10.69	49.57	22.83	25.62	6.57										
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2			2 UEANL	UEAL2	15.20	49.57	22.83	25.62	6.57										
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3			3 UEANL	UEAL2	26.97	49.57	22.83	25.62	6.57										
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1			1 UEANL	UEASL	10.69	49.57	22.83	25.62	6.57										
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2			2 UEANL	UEASL	15.20	49.57	22.83	25.62	6.57										
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3			3 UEANL	UEASL	26.97	49.57	22.83	25.62	6.57										
	Tag Loop at End User Premise			UEANL	URETL		8.93	0.88												
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		48.65	0.00												
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		23.95	23.95												
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		9.00	9.00												
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		23.02													
	Unbundled Non-Design Voice Loop, billing for BST providing make-up (Engineering Information - E.I.)			UEANL	UEANM		13.49													
	CLEC to CLEC Conversion Charge Without Outside Dispatch (UVL-SL1)			UEANL	UREWO		15.78	8.94												
	2-WIRE UNBUNDLED COPPER LOOP																			
	2-Wire Unbundled Copper Loop - Non-Designed Zone 1			1 UEQ	UEQ2X	7.69	44.98	20.90	24.88	6.45										
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2			2 UEQ	UEQ2X	10.92	44.98	20.90	24.88	6.45										
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3			3 UEQ	UEQ2X	19.38	44.98	20.90	24.88	6.45										
	Tag Loop at End User Premise			UEQ	URETL		8.93	0.88												
	Loop Testing - Basic 1st Half Hour			UEQ	URET1		48.65	0.00												
	Loop Testing - Basic Additional Half Hour			UEQ	URETA		23.95	23.95												
	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		9.00													
	Unbundled Copper Loop - Non-Design, billing for BST providing make-up (Engineering Information - E.I.)			UEQ	UEQMU		13.49													

Exhibit 1 to Amendment

UNBUNDLED NETWORK ELEMENTS - Florida										Attachment 2 Exh A:					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
	CLEC to CLEC Conversion Charge Without Outside Dispatch (UCL-ND)			UEQ	UREWO		14.27	7.43							
LOOP MODIFICATION															
	Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		0.00	0.00							
	Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		0.00	0.00							
	Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		10.52	10.52							
SUB-LOOPS															
Sub-Loop Distribution															
	Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up			UEANL, UEF	USBSA		487.23								
	Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up			UEANL, UEF	USBSB		6.25								
	Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up			UEANL	USBSC		169.25								
	Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up			UEANL	USBSD		38.65								
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN2	6.46	60.19	21.78	47.50	5.26					
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN2	9.18	60.19	21.78	47.50	5.26					
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN2	16.29	60.19	21.78	47.50	5.26					
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00							
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	7.37	68.83	30.42	49.71	6.60					
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	10.47	68.83	30.42	49.71	6.60					
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	18.58	68.83	30.42	49.71	6.60					
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00							
	Sub-Loop 2-Wire Intrabuilding Network Cable (INC)			UEANL	USBR2	3.96	51.84	13.44	47.50	5.26					
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00							
	Sub-Loop 4-Wire Intrabuilding Network Cable (INC)			UEANL	USBR4	9.37	55.91	17.51	49.71	6.60					
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00							
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		48.65	0.00							
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		23.95	23.95							
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS2X	5.15	60.19	21.78	47.50	5.26					
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS2X	7.31	60.19	21.78	47.50	5.26					
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS2X	12.98	60.19	21.78	47.50	5.26					
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		9.00	9.00							
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS4X	5.36	68.83	30.42	49.71	6.60					
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS4X	7.61	68.83	30.42	49.71	6.60					
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS4X	13.51	68.83	30.42	49.71	6.60					
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		9.00	9.00							
	Loop Tagging Service Level 1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		8.93	0.88							

UNBUNDLED NETWORK ELEMENTS - Florida										Attachment 2 Exh A:									
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates(\$)						
													Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	SOMECC	SOMAN
	Loop Testing - Basic 1st Half Hour			UEF	URET1	48.65		0.00											
	Loop Testing - Basic Additional Half Hour			UEF	URETA	23.95		23.95											
	Unbundled Sub-Loop Modification																		
	Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X	10.11		10.11											
	Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X	10.11		10.11											
	Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop			UEF	ULMBT	15.58		15.58											
	Unbundled Network Terminating Wire (UNTW)																		
	Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.4572		18.02											
	Network Interface Device (NID)																		
	Network Interface Device (NID) - 1-2 lines			UENTW	UND12			71.49											
	Network Interface Device (NID) - 1-6 lines			UENTW	UND16			113.89											
	Network Interface Device Cross Connect - 2 W			UENTW	UNDC2			7.63											
	Network Interface Device Cross Connect - 4W			UENTW	UNDC4			7.63											
	UNE OTHER, PROVISIONING ONLY - NO RATE																		
	Unbundled Contact Name, Provisioning Only - no rate			UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW, NTCVG, NTCUD, NTC1, USL	UNEEN	0.00		0.00											
	Unbundled DS1 Loop - Superframe Format Option - no rate			USL, NTC1	CCOSF	0.00		0.00											
	Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL, NTC1	CCOEF	0.00		0.00											
	NID - Dispatch and Service Order for NID installation			UENTW	UNDBX	0.00		0.00											
	UNTW Circuit Establishment, Provisioning Only - No Rate			UENTW	UENCE	0.00		0.00											
	LOOP MAKE-UP																		
	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW			52.17											
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP			55.07											
	Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ			0.6784											
	LINE SPLITTING																		
	END USER ORDERING-CENTRAL OFFICE BASED																		
	Line Splitting - per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0.61													
	Line Splitting - per line activation BST owned - physical			UEPSR UEPSB	UREBP	0.61		29.68			21.28		19.57		9.61				
	Line Splitting - per line activation BST owned - virtual			UEPSR UEPSB	UREBV	1.134		29.68			21.28		19.57		9.61				
	UNBUNDLED EXCHANGE ACCESS LOOP																		
	2-WIRE ANALOG VOICE GRADE LOOP																		
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	10.69		49.57			22.83		25.62		6.57				
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	10.69		49.57			22.83		25.62		6.57				
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	15.20		49.57			22.83		25.62		6.57				
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	15.20		49.57			22.83		25.62		6.57				
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	26.97		49.57			22.83		25.62		6.57				
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	26.97		49.57			22.83		25.62		6.57				
	PHYSICAL COLLOCATION																		
	Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.0276		8.22			7.22		5.74		4.58				
	VIRTUAL COLLOCATION																		

UNBUNDLED NETWORK ELEMENTS - Florida											Attachment 2 Exh A:											
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates(\$)									
													Rec	Nonrecurring		Nonrecurring Disconnect		SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
													First	Add'l	First	Add'l						
	Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0.0502							11.57	11.57	0.00	0.00						
UNBUNDLED DEDICATED TRANSPORT																						
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																						
	Interoffice Channel - 2-Wire Voice Grade - per mile			U1TVX	1L5XX	0.0091																
	Interoffice Channel - 2-Wire Voice Grade - Facility Termination			U1TVX	U1TV2	25.32		47.35	31.78	18.31	7.03											
	Interoffice Channel - 2-Wire Voice Grade Rev Bat. - per mile			U1TVX	1L5XX	0.0091																
	Interoffice Channel - 2-Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	25.32		47.35	31.78	18.31	7.03											
	Interoffice Channel - 4-Wire Voice Grade - per mile			U1TVX	1L5XX	0.0091																
	Interoffice Channel - 4-Wire Voice Grade - Facility Termination			U1TVX	U1TV4	22.58		47.35	31.78	18.31	7.03											
	Interoffice Channel - 56 kbps - per mile			U1TDX	1L5XX	0.0091																
	Interoffice Channel - 56 kbps - Facility Termination			U1TDX	U1TD5	18.44		47.35	31.78	18.31	7.03											
	Interoffice Channel - 64 kbps - per mile			U1TDX	1L5XX	0.0091																
	Interoffice Channel - 64 kbps - Facility Termination			U1TDX	U1TD6	18.44		47.35	31.78	18.31	7.03											
	Interoffice Channel - DS1 - per mile			U1TD1	1L5XX	0.1856																
	Interoffice Channel - DS1 - Facility Termination			U1TD1	U1TF1	88.44		105.54	98.47	21.47	19.05											
	Interoffice Channel - DS3 - per mile			U1TD3	1L5XX	3.87																
	Interoffice Channel - DS3 - Facility Termination			U1TD3	U1TF3	1,071.00		335.46	219.28	72.03	70.56											
	Interoffice Channel - STS-1 - per mile			U1TS1	1L5XX	3.87																
	Interoffice Channel - STS-1 - Facility Termination			U1TS1	U1TFS	1,056.00		335.46	219.28	72.03	70.56											
UNBUNDLED DARK FIBER - Stand Alone or In Combination																						
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	26.85																
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	UDF14			751.34	193.88													
HIGH CAPACITY UNBUNDLED LOCAL LOOP																						
DS-3/STS-1 UNBUNDLED LOCAL LOOP - Stand Alone																						
	DS3 Unbundled Local Loop - per mile			UE3	1L5ND	10.92																
	DS3 Unbundled Local Loop - Facility Termination			UE3	UE3PX	386.88		556.37	343.01	139.13	96.84											
	STS-1 Unbundled Local Loop - per mile			UDLSX	1L5ND	10.92																
	STS-1 Unbundled Local Loop - Facility Termination			UDLSX	UDLS1	426.60		556.37	343.01	139.13	96.84											
ENHANCED EXTENDED LINK (EELs)																						
Network Elements Used in Combinations																						
	2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	12.24		127.59	60.54	48.00	6.31											
	2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	17.40		127.59	60.54	48.00	6.31											
	2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	30.87		127.59	60.54	48.00	6.31											
	4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	18.89		127.59	60.54	48.00	6.31											
	4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	26.84		127.59	60.54	48.00	6.31											
	4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	47.62		127.59	60.54	48.00	6.31											
	2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	19.28		127.59	60.54	48.00	6.31											
	2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	27.40		127.59	60.54	48.00	6.31											
	2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	48.62		127.59	60.54	48.00	6.31											
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	22.20		127.59	60.54	48.00	6.31											
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	31.56		127.59	60.54	48.00	6.31											
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	55.99		127.59	60.54	48.00	6.31											
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	22.20		127.59	60.54	48.00	6.31											
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	31.56		127.59	60.54	48.00	6.31											
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	55.99		127.59	60.54	48.00	6.31											
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	70.74		217.75	121.62	51.44	14.45											
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	100.54		217.75	121.62	51.44	14.45											
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	178.39		217.75	121.62	51.44	14.45											
	DS3 Local Loop in combination - per mile			UNC3X	1L5ND	10.92																
	DS3 Local Loop in combination - Facility Termination			UNC3X	UE3PX	386.88		244.42	154.73	67.10	26.27											
	STS-1 Local Loop in combination - per mile			UNC3X	1L5ND	10.92																
	STS-1 Local Loop in combination - Facility Termination			UNC3X	UDLS1	426.60		244.42	154.73	67.10	26.27											
	Interoffice Channel in combination - 2-wire VG - per mile			UNCVX	1L5XX	0.0091																

UNBUNDLED NETWORK ELEMENTS - Florida										Attachment 2 Exh A:					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Channel in combination - 2-wire VG - Facility Termination			UNCVX	U1TV2	25.32	94.70	52.59	45.28	18.03					
	Interoffice Channel in combination - 4-wire VG - per mile			UNCVX	1L5XX	0.0091									
	Interoffice Channel in combination - 4-wire VG - Facility Termination			UNCVX	U1TV4	22.58	94.70	52.59	45.28	18.03					
	Interoffice Channel in combination - 4-wire 56 kbps - per mile			UNCDX	1L5XX	0.0091									
	Interoffice Channel in combination - 4-wire 56 kbps - Facility Termination			UNCDX	U1TD5	18.44	94.70	52.59	45.28	18.03					
	Interoffice Channel in combination - 4-wire 64 kbps - per mile			UNCDX	1L5XX	0.0091									
	Interoffice Channel in combination - 4-wire 64 kbps - Facility Termination			UNCDX	U1TD6	18.44	94.70	52.59	45.28	18.03					
	Interoffice Channel in combination - DS1 - per mile			UNC1X	1L5XX	0.1856									
	Interoffice Channel in combination - DS1 Facility Termination			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95					
	Interoffice Channel in combination - DS3 - per mile			UNC3X	1L5XX	3.87									
	Interoffice Channel in combination - DS3 - Facility Termination			UNC3X	U1TF3	1,071.00	320.00	138.20	38.60	18.81					
	Interoffice Channel in combination - STS-1 - per mile			UNCSX	1L5XX	3.87									
	Interoffice Channel in combination - STS-1 Facility Termination			UNCSX	U1TFS	1,056.00	320.00	138.20	38.60	18.81					
ADDITIONAL NETWORK ELEMENTS															
Optional Features & Functions:															
	Clear Channel Capability Extended Frame Option - per DS1	I		U1TD1, ULDD1, UNC1X	CCOEF		0.00	0.00	0.00	0.00					
	Clear Channel Capability Super Frame Option - per DS1	I		U1TD1, ULDD1, UNC1X	CCOSF		0.00	0.00	0.00	0.00					
	Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC		184.92	23.82	2.07	0.80					
	C-bit Parity Option - Subsequent Activity - per DS3	i		U1TD3, ULDD3, UE3, UNC3X	NRCC3		219.09	7.67	0.773	0.00					
	DS1/DS0 Channel System			UNC1X	MQ1	146.77	57.28	14.74	1.50	1.34					
	DS3/DS1 Channel System			UNC3X, UNCSX	MQ3	211.19	115.60	56.54	12.16	4.26					
	Voice Grade COCI in combination			UNCVX	1D1VG	1.38	6.71	4.84							
	Voice Grade COCI - for Stand Alone Local Loop			UEA	1D1VG	1.38	6.71	4.84	0.00	0.00					
	Voice Grade COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	1.38	6.71	4.84	0.00	0.00					
	OCU-DP COCI (2.4-64kbs) in combination			UNCDX	1D1DD	2.10	6.71	4.84	0.00	0.00					
	OCU-DP COCI (2.4-64kbs) - for Stand Alone Local Loop			UDL	1D1DD	2.10	6.71	4.84	0.00	0.00					
	OCU-DP COCI (2.4-64kbs) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	2.10	6.71	4.84	0.00	0.00					
	2-wire ISDN COCI (BRITE) in combination			UNCNX	UC1CA	3.66	6.71	4.84	0.00	0.00					
	2-wire ISDN COCI (BRITE) - for a Local Loop			UDN	UC1CA	3.66	6.71	4.84	0.00	0.00					
	2-wire ISDN COCI (BRITE) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	3.66	6.71	4.84	0.00	0.00					
	DS1 COCI in combination			UNC1X	UC1D1	13.76	6.71	4.84	0.00	0.00					
	DS1 COCI - for Stand Alone Local Channel			ULDD1	UC1D1	13.76	6.71	4.84	0.00	0.00					
	DS1 COCI - for Stand Alone Interoffice Channel			U1TD1	UC1D1	13.76	6.71	4.84	0.00	0.00					
	DS1 COCI - for Stand Alone Local Loop			USL	UC1D1	13.76	6.71	4.84	0.00	0.00					
	DS1 COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUA	UC1D1	13.76	6.71	4.84	0.00	0.00					
	Wholesale to UNE, Switch-As-Is Conversion Charge			UNCVX, U1TVX, UNCDX, U1TDX, UNC1X, U1TD1, UNC3X, U1TD3, UNCSX, U1TS1, UDF, UDFCX	UNCCC		8.98	8.98							
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, per circuit (LSR)	I		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URES		36.82	16.12							

UNBUNDLED NETWORK ELEMENTS - Florida										Attachment 2 Exh A:		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			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	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	SOME C
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, incremental charge per circuit on a spreadsheet	I		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESP	1.49		1.49											
	UNE Reconfiguration Change Charge per Circuit	I		UNC1X	URERC	35.00		35.00											
	UNE Reconfiguration Change Charge per Circuit Project Managed	I		UNC1X	URERP	1.49		1.49											
	Access to DCS - Customer Reconfiguration (FlexServ)																		
	Customer Reconfiguration Establishment					1.63			1.63										
	DS1 DCS Termination with DS0 Switching					27.39	32.89	23.58	16.96	12.77									
	DS1 DCS Termination with DS1 Switching					11.70	25.07	15.76	13.05	8.86									
	DS3 DCS Termination with DS1 Switching					146.81	32.89	23.58	16.96	12.77									
	Node (SynchroNet)																		
	Node per month			UNCDX	UNCNT	16.35													
	Service Rearrangements																		
	NRC - Change in Facility Assignment per circuit Service Rearrangement	I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETD	101.07		43.04											
	NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)	I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETB	3.67		3.67											
	NRC - Order Coordination Specific Time - Dedicated Transport	I		UNC1X	OCOSR	18.90		18.90											
	COMMINGLING																		
	Commingling Authorization			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, U1TD1, U1TD3, U1TS1, UE3, UDLSX, U1TVX, U1TDX, U1TUB, ULDVX, ULDD1, ULDD3, ULDS1	CMGAU	0.00	0.00	0.00	0.00	0.00									
	Commingled (UNE part of single bandwidth circuit)																		
	Commingled VG COCI			XDV2X, NTCVG	1D1VG	1.38	6.71	4.84	0.00	0.00									
	Commingled Digital COCI			XDV6X, NTCUD	1D1DD	2.10	6.71	4.84	0.00	0.00									
	Commingled ISDN COCI			XDD4X	UC1CA	3.66	6.71	4.84	0.00	0.00									
	Commingled 2-wire VG Interoffice Channel			XDV2X	U1TV2	25.32	94.70	52.59	45.28	18.03									
	Commingled 4-wire VG Interoffice Channel			XDV6X	U1TV4	22.58	94.70	52.59	45.28	18.03									
	Commingled 56kbps Interoffice Channel			XDD4X	U1TD5	18.44	94.70	52.59	45.28	18.03									
	Commingled 64kbps Interoffice Channel			XDD4X	U1TD6	18.44	94.70	52.59	45.28	18.03									
	Commingled VG/DSO Interoffice Channel Mileage			XDV2X, XDV6X, XDD4X	1L5XX	0.0091													
	Commingled 2-wire Local Loop Zone 1	1		XDV2X	UEAL2	12.24	127.59	60.54	48.00	6.31									
	Commingled 2-wire Local Loop Zone 2	2		XDV2X	UEAL2	17.40	127.59	60.54	48.00	6.31									
	Commingled 2-wire Local Loop Zone 3	3		XDV2X	UEAL2	30.87	127.59	60.54	48.00	6.31									
	Commingled 4-wire Local Loop Zone 1	1		XDV6X	UEAL4	18.89	127.59	60.54	48.00	6.31									
	Commingled 4-wire Local Loop Zone 2	2		XDV6X	UEAL4	26.84	127.59	60.54	48.00	6.31									
	Commingled 4-wire Local Loop Zone 3	3		XDV6X	UEAL4	47.62	127.59	60.54	48.00	6.31									
	Commingled 56kbps Local Loop Zone 1	1		XDD4X	UDL56	22.20	127.59	60.54	48.00	6.31									
	Commingled 56kbps Local Loop Zone 2	2		XDD4X	UDL56	31.56	127.59	60.54	48.00	6.31									
	Commingled 56kbps Local Loop Zone 3	3		XDD4X	UDL56	55.99	127.59	60.54	48.00	6.31									
	Commingled 64kbps Local Loop Zone 1	1		XDD4X	UDL64	22.20	127.59	60.54	48.00	6.31									
	Commingled 64kbps Local Loop Zone 2	2		XDD4X	UDL64	31.56	127.59	60.54	48.00	6.31									
	Commingled 64kbps Local Loop Zone 3	3		XDD4X	UDL64	55.99	127.59	60.54	48.00	6.31									

UNBUNDLED NETWORK ELEMENTS - Florida										Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2 Ex. B		Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				OSS Rates (\$)						
						Rec	Nonrecurring		Nonrecurring Disconnect		SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
							First	Add'l	First	Add'l						
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	8.30										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	11.80										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	20.94										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	8.30										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	11.80										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	20.94										
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	12.49										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	17.76										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	31.50										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		-1	UHL	UHL4W	12.49										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	17.76										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	31.50										
4-WIRE DS1 DIGITAL LOOP																
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	81.35										
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	115.62										
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	205.15										
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
	High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	12.56										
	High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	444.91										
	High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	12.56										
	High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	490.59										
UNBUNDLED DEDICATED TRANSPORT																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.21										
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination			U1TD1	U1TF1	101.71										
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	4.45										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	1231.65										
	Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	4.45										
	Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	1214.40										
ENHANCED EXTENDED LINK (EELs)																
NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.																
NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.																
EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																

UNBUNDLED NETWORK ELEMENTS - Florida											Attachment: 2 Exh. B														
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l													
													Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)							
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	81.35																			
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	115.62																			
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	205.15																			
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.21																			
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	101.71																			
	EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT																								
	DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	14.44																			
	DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	511.65																			
	Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	4.45																			
	Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	1231.65																			
	EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT																								
	STS-1 Local Loop in combination - per mile per month			UNCSX	1L5ND	14.44																			
	STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS1	564.18																			
	Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	4.45																			
	Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	1214.40																			

December 2004 Data with FBC count as of Dec 5							
State	Wire Center	Total Business Lines	Number of FB Collocators if 3 or Greater	Interoffice Transport		High Capacity Loops	
				Tier 1	Tier 2	No Impairment for DS3	No Impairment for DS1
AL	BRHMALMT	39,078	-	X			
AL	HNVIALMT	26,690	-		X		
AL	MOBLALAZ	20,101	5	X			
AL	MTGMALDA	32,752	-		X		
AL	MTGMALMT	27,528	-		X		
FL	BCRTFLBT	26,601	-		X		
FL	BCRTFLMA	40,746	5	X		X	
FL	CCCOFLMA	18,097	4	X			
FL	DRBHFLMA	24,695	1		X		
FL	DYBHFLMA	32,282	7	X			
FL	FTLDFLCY	31,487	4	X			
FL	FTLDFLJA	29,209	5	X			
FL	FTLDFLMR	55,881	8	X		X	
FL	FTLDELOA	23,008	5	X			
FL	FTLDFLPL	29,469	5	X			
FL	GSVFLMA	55,681	4	X		X	
FL	HLWDFLPE	37,415	4	X			
FL	HLWDFLWH	34,022	-		X		
FL	JCVLFLCL	42,452	6	X		X	
FL	JCVLFLSJ	24,088	3		X		
FL	JCVLFLSM	17,820	5	X			
FL	MIAMFLAE	41,912	5	X		X	
FL	MIAMFLBR	24,482	-		X		
FL	MIAMFLCA	22,645	3		X		
FL	MIAMFLGR	68,580	11	X		X	X
FL	MIAMFLHI	43,021	5	X		X	
FL	MIAMFLPB	24,380	4	X			
FL	MIAMFLPL	86,923	5	X		X	X
FL	MIAMFLRR	24,740	3		X		
FL	MIAMFLSO	23,802	3		X		
FL	MIAMFLWM	23,310	4	X			
FL	MLBRFLMA	32,547	4	X			
FL	MNDRFLLO	20,180	3		X		
FL	NDADFLGG	18,239	5	X			
FL	ORLDFLAP	31,234	3		X		
FL	ORLDFLCL	20,828	5	X			
FL	ORLDFLMA	57,966	10	X		X	
FL	ORLDFLPC	45,792	6	X		X	
FL	ORLDFLPH	33,148	4	X			

FL	ORLDFLSA	26,126	8	X			
FL	PMBHFLFE	25,909	4	X			
FL	PMBHFLMA	33,993	4	X			
FL	PNSCFLBL	28,685	4	X			
FL	PNSCFLFP	30,863	-		X		
FL	PRRNFLMA	37,969	3		X		
FL	STRTFLMA	25,577	-		X		
FL	WPBHFLAN	33,521	4	X			
FL	WPBHFLGA	24,885	-		X		
FL	WPBHFLGR	26,527	3		X		
FL	WPBHFLHH	36,053	3		X		
FL	WPBHFLLE	13,622	3		X		
GA	AGSTGAMT	22,316	3		X		
GA	ALBYGAMA	29,095	-		X		
GA	ALPRGAMA	74,317	7	X		X	X
GA	ATHNGAMA	28,311	-		X		
GA	ATLNGABU	57,064	7	X		X	
GA	ATLNGACS	94,988	9	X		X	X
GA	ATLNGAEP	34,260	4	X			
GA	ATLNGAPP	71,905	7	X		X	X
GA	ATLNGASS	33,797	3		X		
GA	ATLNGATH	33,131	3		X		
GA	CHMBGAMA	30,860	-		X		
GA	CLMBGAMT	36,081	-		X		
GA	CMNGGAMA	24,408	-		X		
GA	DLTHGAHS	39,907	-	X			
GA	DNWDGAMA	47,862	7	X		X	
GA	LLBNGAMA	27,481	-		X		
GA	LRVLGAOS	32,076	-		X		
GA	MACNGAMT	24,148	-		X		
GA	MRTTGAMA	89,220	4	X		X	X
GA	NRCRGAMA	78,131	8	X		X	X
GA	RSWLGAMA	41,390	3	X			
GA	SMYRGAMA	29,316	5	X			
GA	SMYRGAPF	52,246	8	X		X	
GA	SVNHGABS	28,626	3		X		
GA	TUKRGAMA	27,383	-		X		
KY	LSVLKYAP	49,159	4	X		X	
KY	LSVLKYBR	16,989	3		X		
LA	BTRGLAGW	39,525	-	X			
LA	BTRGLAMA	39,089	4	X		X	
LA	BFYTLAMA	46,825	-	X			
LA	MONBLAMA	37,785	-		X		

LA	NWORLAMA	71,146	6	X		X	X
LA	NWORLAMT	31,726	-		X		
LA	SHPTLAMA	29,790	3		X		
MS	HTBGMSMA	12,829	3		X		
MS	JCSNMSCP	40,109	3	X			
NC	CARYNCCE	27,888	4	X			
NC	CHRLNCBO	24,980	8	X			
NC	CHRLNCCA	85,131	9	X		X	X
NC	CHRLNCDE	17,354	3		X		
NC	CHRLNCLP	9,811	4	X			
NC	CHRLNCRE	11,507	6	X			
NC	CHRLNCSH	13,484	5	X			
NC	CHRLNCUN	14,570	4	X			
NC	CPLHNCRO	41,802	4	X		X	
NC	GNBONCAS	34,302	6	X			
NC	GNBONCEU	48,789	6	X		X	
NC	RLGHNCGL	26,809	5	X			
NC	RLGHNCHO	29,561	8	X			
NC	RLGHNCMO	75,174	7	X		X	X
NC	SLBRNCMA	11,462	3		X		
NC	WLMGNCWI	24,794	-		X		
NC	WNSLNCFI	33,021	3		X		
SC	CHTNSCDT	24,703	5	X			
SC	CHTNSCNO	24,107	-		X		
SC	CLMASCSA	13,939	3		X		
SC	CLMASCSN	48,403	5	X		X	
SC	GNVLSGDT	45,546	5	X		X	
SC	GNVLSGWR	33,639	-		X		
SC	MNPLSCES	24,061	-		X		
SC	SPBGSCMA	22,796	3		X		
TN	CHTGTNBR	24,314	-		X		
TN	CHTGTNNS	23,166	3		X		
TN	KNVLTNMA	37,284	3		X		
TN	MMPHTNBA	34,364	-		X		
TN	MMPHTNEL	30,973	3		X		
TN	MMPHTNGT	26,311	-		X		
TN	MMPHTNMA	23,520	6	X			
TN	MMPHTNMT	10,289	3		X		
TN	MMPHTNOA	36,686	2		X		
TN	NSVLTNBW	28,974	-		X		
TN	NSVLTNDO	24,914	-		X		
TN	NSVLTNMT	78,781	3	X			
TN	NSVLTNST	24,911	-		X		

TN	NSVLTNUN	19,987	3		X		
Totals				67	59	27	10

LOCAL INTERCONNECTION - Florida											Attachment: 3 Exh. A											
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l							
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS Rates(\$)						
							First	Add'l	First							Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
SIGNALING (CCS7)																						
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																						
	CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	135.05																
	CCS7 Signaling Connection, Per link (A link)			UDB	TPP6A	17.93	43.57	43.57	18.31	18.31												
	CCS7 Signaling Connection, Per link (B link) (also known as D link)			UDB	TPP6B	17.93	43.57	43.57	18.31	18.31												
	CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 6 DS1 level path with bit stream signaling			UDB	TPP6X	17.93	43.57	43.57	18.31	18.31												
	CCS7 Signaling Connection-A link, per month			UDB	TPP9A	17.93	43.57	43.57	18.31	18.31												
	CCS7 Signaling Connection-B link(also known as D link) per month			UDB	TPP9B	17.93	43.57	43.57	18.31	18.31												
	CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	17.93	43.57	43.57	18.31	18.31												
	CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	694.32																
	CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		46.03	46.03	46.03	46.03												
	CCS7 Signaling Usage, Per TCAP Message					0.0000607bk																
	CCS7 Signaling Usage, Per ISUP Message					0.0000152bk																

Attachment 4
BellSouth Collocation

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BELLSOUTH COLLOCATION

1. Scope of Attachment

1.1 BellSouth Premises

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

1.1.2 Third Party Property. If the BellSouth Premises, or the property on which it is located, is leased by BellSouth from a third party or otherwise controlled by a third party, special considerations and intervals may apply in addition to the terms and conditions of this Attachment. Additionally, where BellSouth notifies HTT that BellSouth’s agreement with a third party does not grant BellSouth the ability to provide access and use rights to others, upon HTT’s request, BellSouth will use commercially reasonable efforts to obtain the owner’s consent and to otherwise secure such rights for HTT. HTT agrees to reimburse BellSouth for all costs incurred by BellSouth in obtaining such rights for HTT. In cases where a third party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated by this Attachment and BellSouth, is unable to secure such access and use rights for HTT, HTT shall be responsible for obtaining such permission to access and use such property. BellSouth shall cooperate with HTT in obtaining such permission.

1.2 Right to Occupy

1.2.1 BellSouth shall offer to HTT collocation on rates, terms and conditions that are just, reasonable, nondiscriminatory and consistent with the rules of the FCC. Subject to the rates, terms and conditions of this Attachment, where space is available and it is technically feasible, BellSouth will allow HTT to occupy a certain area designated by BellSouth within a BellSouth Premises, or on BellSouth property upon which the BellSouth Premises is located, of a size which is specified by HTT and agreed to by BellSouth (hereinafter “Collocation Space”). Except as otherwise specified, any references to Collocation Space shall be for physical collocation. The necessary rates, terms and conditions for a premises as defined by the FCC, other than BellSouth Premises, shall be negotiated upon reasonable request for collocation at such premises.

1.2.2 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.

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

- 1.2.2.2 In the state of Florida, the size specified by HTT may contemplate a request for space sufficient to accommodate HTT's growth within an eighteen (18) month period.
- 1.3 Space Allocation. BellSouth shall assign HTT Collocation Space that utilizes existing infrastructure (e.g., heating, ventilation, air conditioning (HVAC), lighting and available power), if such space is available for collocation. Otherwise, BellSouth shall attempt to accommodate HTT's requested space preferences, if any, including the provision of contiguous space for any subsequent request for collocation. In allocating Collocation Space, BellSouth shall not materially increase HTT's cost or materially delay HTT's occupation and use of the Collocation Space, assign Collocation Space that will impair the quality of service or otherwise limit the service HTT wishes to offer, reduce unreasonably the total space available for physical collocation or preclude reasonable physical collocation within the BellSouth Premises. Space shall not be available for collocation if it is: (a) physically occupied by non-obsolete equipment; (b) assigned to another collocated telecommunications carrier; (c) used to provide physical access to occupied space; (d) used to enable technicians to work on equipment located within occupied space; (e) properly reserved for future use, either by BellSouth or another collocated telecommunications carrier; or (f) essential for the administration and proper functioning of the BellSouth Premises. BellSouth may segregate Collocation Space and require separate entrances for collocated telecommunications carriers to access their Collocation Space, pursuant to FCC Rules.
- 1.4 Transfer of Collocation Space
- 1.4.1 HTT shall be allowed to transfer Collocation Space to another CLEC under the following conditions: (1) the BellSouth Premises is not at or near space exhaustion; (2) the transfer of space shall be contingent upon BellSouth's approval, which will not be unreasonably withheld; (3) HTT has no unpaid, undisputed collocation charges; and (4) the transfer of the Collocation Space is in conjunction with HTT's sale of all or substantially all, of the in-place collocation equipment to the same CLEC.
- 1.4.2 The responsibilities of HTT shall include: (1) submitting a letter of authorization to BellSouth for the transfer; (2) entering into a transfer agreement with BellSouth and the acquiring CLEC; and (3) returning all Security Access Devices to BellSouth. The responsibilities of the acquiring CLEC shall include: (1) submitting an application to BellSouth for the transfer of the Collocation Space; (2) satisfying all requirements of its interconnection agreement with BellSouth; (3) submitting a letter to BellSouth for the assumption of services; and (4) entering into a transfer agreement with BellSouth and HTT.
- 1.4.3 In conjunction with a transfer of Collocation Space, any services associated with the Collocation Space shall be transferred pursuant to separately negotiated rates, terms and conditions.

- 1.5 Space Reclamation
- 1.5.1 In the event of space exhaust within a BellSouth Premises, BellSouth may include in its documentation for the Petition for Waiver filed with the Commission, any unutilized space in the BellSouth Premises. HTT will be responsible for the justification of unutilized space within its Collocation Space, if the Commission requires such justification.
- 1.5.2 BellSouth may reclaim unused Collocation Space when a BellSouth Premises is at, or near, space exhaustion and HTT cannot demonstrate that HTT will utilize the Collocation Space in the time frames set forth below in Section 1.5.3. In the event of space exhaust or near exhaust within a BellSouth Premises, BellSouth will provide written notice to HTT requesting that HTT release non-utilized Collocation Space to BellSouth, when one hundred percent (100%) of the Collocation Space in HTT's collocation arrangement is not being utilized.
- 1.5.3 Within twenty (20) days of receipt of written notification from BellSouth, HTT shall either: (1) return the non-utilized Collocation Space to BellSouth in which case HTT shall be relieved of all obligations for charges associated with that portion of the Collocation Space applicable from the date the Collocation Space is returned to BellSouth; or (2) for all states, with the exception of Florida, provide BellSouth with information demonstrating that the Collocation Space will be utilized within twenty-four (24) months from the date HTT accepted the Collocation Space (Acceptance Date) from BellSouth. For Florida, HTT shall provide information to BellSouth demonstrating that the Collocation Space will be utilized within eighteen (18) months from the Acceptance Date.
- 1.5.4 Disputes concerning BellSouth's claim of space exhaust, or near exhaust, or HTT's refusal to return requested Collocation Space should be resolved by BellSouth and HTT pursuant to the dispute resolution language contained in the General Terms and Conditions.
- 1.6 Use of Space. HTT may only place in the Collocation Space equipment necessary for interconnection with BellSouth's services/facilities or for accessing BellSouth's unbundled network elements for the provision of Telecommunications Services, as specifically set forth in this Agreement. The Collocation Space assigned to HTT may not be used for any purposes other than as specifically described herein, including, but not limited to office space or a place of reporting for HTT's employees or certified suppliers.
- 1.7 Rates and Charges. HTT agrees to pay the rates and charges identified in Exhibit B.
- 1.8 Due Dates. If any due date contained in this Attachment falls on a weekend or a national holiday, then the due date will be the next business day thereafter. For intervals of ten (10) days or less, national holidays will be excluded. For purposes of this Attachment, national holidays include the following: New Year's Day,

Martin Luther King, Jr. Day, President's Day (Washington's Birthday), Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day.

- 1.9 Compliance. Subject to Section 24 of the General Terms and Conditions of this Agreement, the Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.
- 2 Optional Reports**
- 2.1 Space Availability Report. Upon request from HTT and at HTT's expense, BellSouth will provide a written report (Space Availability Report) describing in detail the space that is currently available for collocation at a particular BellSouth Premises. This report will include the amount of Collocation Space available at the BellSouth Premises requested, the number of collocators present at the BellSouth Premises, any modifications in the use of the space since the last report on the BellSouth Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the BellSouth Premises for which the Space Availability Report was requested by HTT.
- 2.1.1 The request from HTT for a Space Availability Report must be in writing and include the BellSouth Premises street address, as identified in the LERG, and the CLLI code for the BellSouth Premises requested. CLLI code information is located in the NECA Tariff FCC No. 4.
- 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular BellSouth Premises within ten (10) days of the receipt of such request.
- 2.1.3 BellSouth will use commercially reasonable efforts to respond in ten (10) days to a Space Availability Report request when the request includes from two (2) to five (5) BellSouth Premises within the same state. The response time for Space Availability Report requests of more than five (5) BellSouth Premises, whether the request is for the same state or for two (2) or more states within the BellSouth Region, shall be negotiated between the Parties.
- 2.2 Remote Terminal Information. Upon request, BellSouth will provide HTT with the following information concerning BellSouth's remote terminals: (i) the address of the remote terminal; (ii) the CLLI code of the remote terminal; (iii) the carrier serving area of the remote terminal; (iv) the designation of which remote terminals subtend a particular central office; and (v) the number and address of customers that are served by a particular remote terminal.
- 2.2.1 BellSouth will provide this information within thirty (30) days of a HTT request subject to the following conditions: (i) the information will only be provided on a CD in the same format in which it appears in BellSouth's systems; and (ii) the information will only be provided for each serving wire center designated by HTT, up to a maximum of thirty (30) wire centers per HTT request per month per

state. BellSouth will bill the nonrecurring charge pursuant to the rates in Exhibit B at the time BellSouth sends the CD.

3 Collocation Options

3.1 Cageless Collocation. BellSouth shall allow HTT to collocate HTT's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow HTT to have direct access to HTT's equipment and facilities in accordance with Section 5.1.2 below. BellSouth shall make cageless collocation available in single bay increments. Except where HTT'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, HTT must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment.

3.2 Caged Collocation

3.2.1 BellSouth will make caged Collocation Space in Central Offices available in fifty (50) square foot increments. At HTT's option and expense, HTT will arrange with a Supplier certified by BellSouth (BellSouth Certified Supplier) to construct a collocation arrangement enclosure in accordance with BellSouth's specifications for a wire mesh enclosure prior to starting equipment installation. Where local building codes require enclosure specifications more stringent than BellSouth's wire mesh enclosure specifications, HTT and HTT's BellSouth Certified Supplier must comply with the more stringent local building code requirements. HTT's BellSouth Certified Supplier shall be responsible for filing and obtaining any and all necessary permits and/or licenses for such construction. BellSouth or BellSouth's designated agent or contractor shall provide, at HTT's expense, documentation, which may include existing building architectural drawings, enclosure drawings, specifications, etc., necessary for HTT's BellSouth Certified Supplier to obtain all necessary permits and/or other licenses. HTT's BellSouth Certified Supplier shall bill HTT directly for all work performed for HTT. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by HTT's BellSouth Certified Supplier. HTT must provide the local BellSouth Central Office Building Contact with two (2) Access Keys that will allow entry into the locked enclosure. Except in the case of an emergency, BellSouth will not access HTT's locked enclosure prior to notifying HTT at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to HTT's Collocation Space is required. Upon request, BellSouth shall construct the enclosure for HTT.

3.2.2 In the event HTT's BellSouth Certified Supplier will construct the collocation arrangement enclosure, BellSouth may elect to review HTT's plans and specifications, prior to allowing the construction to start, to ensure compliance

with BellSouth's wire mesh enclosure specifications. BellSouth will notify HTT of its desire to conduct this review in BellSouth's Application Response, as defined herein, to HTT's Initial Application. If HTT's Initial Application does not indicate its desire to construct its own enclosure and HTT subsequently decides to construct its own enclosure prior to BellSouth's Application Response, then HTT will resubmit its Initial Application, indicating its desire to construct its own enclosure. If HTT subsequently decides to construct its own enclosure after the bona fide firm order (hereinafter "BFFO") has been accepted by BellSouth, HTT will submit a Subsequent Application, as defined in Section 6.2 below. If BellSouth elects to review HTT's plans and specifications, then BellSouth will provide notification to HTT within ten (10) days after the Initial Application BFFO date or, if a Subsequent Application is submitted as set forth in the preceding sentence, then the Subsequent Application BFFO date. BellSouth shall complete its review within fifteen (15) days after BellSouth's receipt of HTT's plans and specifications. Regardless of whether or not BellSouth elects to review HTT'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 HTT's submitted plans and specifications and/or BellSouth's wire mesh enclosure specifications, as applicable. If BellSouth decides to inspect the constructed Collocation Space, BellSouth will complete its inspection within fifteen (15) days after receipt of HTT's written notification that the enclosure has been completed. Within seven (7) days after BellSouth has completed its inspection of HTT's caged Collocation Space, BellSouth shall require HTT, at HTT's expense, to remove or correct any structure that does not meet HTT's plans and specifications or BellSouth's wire mesh enclosure specifications, as applicable.

3.3 Shared Caged Collocation

3.3.1 HTT may allow other telecommunications carriers to share HTT's caged Collocation Space, pursuant to the terms and conditions agreed to by HTT (Host) and the other telecommunications carriers (Guests) contained in this Section, except where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option to HTT. BellSouth shall be notified in writing by HTT upon the execution of any agreement between the Host and its Guest(s) prior to the submission of an application. Further, such notification shall include the name of the Guest(s), the term of the agreement, and a certification by HTT 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 HTT. The term of the agreement between the Host and its Guest(s) shall not exceed the term of this Agreement between BellSouth and HTT.

3.3.2 HTT, 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 HTT with a pro-ration of the costs of the Collocation Space based on the number of collocators and the space used by each. There will be a minimum charge of one (1) bay/rack per Host/Guest. In addition to the above, for all states other than Florida, HTT shall be the responsible Party to BellSouth for the purpose of submitting applications for initial and additional equipment placement for the Guest(s). In Florida, the Guest(s) may submit its own Initial Application and Subsequent Applications for equipment placement using the Host's ACNA. A separate Guest application shall result in the assessment of an Initial Application Fee or a Subsequent Application Fee, as set forth in Exhibit B, which will be billed to the Host on the date that BellSouth provides its written Application Response to the Guest(s) Bona Fide application.

- 3.3.3 Notwithstanding the foregoing, the Guest(s) may submit service orders directly to BellSouth to request the provisioning of interconnecting facilities between BellSouth and the Guest(s), the provisioning of services, and/or access to Network Elements. The bill for these interconnecting facilities, services and Network Elements will be charged to the Guest(s) pursuant to the applicable BellSouth Tariff or the Guest's Interconnection Agreement with BellSouth.
- 3.3.4 HTT 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 HTT's Guest(s) in the Collocation Space, except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.
- 3.4 Adjacent Collocation
- 3.4.1 Subject to technical feasibility and space availability, BellSouth will permit an adjacent collocation arrangement (Adjacent Arrangement) on BellSouth Premises' property only when space within the requested BellSouth Premises is legitimately exhausted and where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the BellSouth Premises' property. An Adjacent Arrangement shall be constructed or procured by HTT or HTT's BellSouth Certified Supplier and must be in conformance with the provisions of BellSouth's design and construction specifications. Further, HTT shall construct, procure, maintain and operate said Adjacent Arrangement pursuant to all of the applicable rates, terms and conditions set forth in this Attachment.
- 3.4.2 If HTT requests Adjacent Collocation, pursuant to the conditions stated in Section 3.4 above, HTT must arrange with a BellSouth Certified Supplier to construct or procure the Adjacent Arrangement structure in accordance with BellSouth's specifications. BellSouth will provide the appropriate specifications upon request. Where local building codes require specifications more stringent than BellSouth's own specifications, HTT and HTT's BellSouth Certified Supplier shall comply with the more stringent local building code requirements. HTT's

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

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

3.4.4 HTT shall provide a concrete pad, the structure housing the Adjacent Arrangement, HVAC, lighting and all of the facilities that are required to connect the structure (i.e., racking, conduits, etc.) to the BellSouth point of demarcation. At HTT's option and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical Collocation services and facilities, subject to the same nondiscriminatory requirements as those applicable to any other physical Collocation arrangement. In Alabama and Louisiana, at HTT's request and expense, BellSouth will provide Direct Current (DC) power to an Adjacent Collocation site where technically feasible, as that term has been defined by the FCC, and in accordance with applicable law. BellSouth will provide DC power in an Adjacent Arrangement provided that such provisioning can be done in compliance with the National Electric Code (NEC), all safety and building codes and any local codes, such as, but not limited to, local zoning codes, and upon completion of negotiations between the Parties on the applicable rates and provisioning intervals. HTT will pay for any and all DC power construction and provisioning costs to an Adjacent Arrangement through individual case basis (ICB) pricing that must be paid as follows: fifty percent (50%) before the DC installation work begins and fifty percent (50%) at completion of the DC installation work to the Adjacent Arrangement. HTT's

BellSouth Certified Supplier shall be responsible, at HTT's sole expense, for filing the required documentation to obtain any and all necessary permits and/or licenses for an Adjacent Arrangement. BellSouth shall allow Shared Caged Collocation within an Adjacent Arrangement, pursuant to the terms and conditions set forth in Section 3.3 above.

3.5 Direct Connect

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

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

3.6 Co-Carrier Cross Connect (CCXC)

3.6.1 A CCXC is a cross connection between HTT and another collocated telecommunications carrier, other than BellSouth, in the same BellSouth Premises. Where technically feasible, BellSouth will permit HTT to interconnect between its Collocation Space(s) and the physical/virtual collocation space(s) of another collocated telecommunications carrier(s) within the same BellSouth Premises via a CCXC, pursuant to the FCC's Rules. The other collocated telecommunications carrier's agreement must also contain CCXC rates, terms and conditions before BellSouth will permit the provisioning of a CCXC between the

two (2) collocated carriers. The applicable BellSouth charges will be assessed to HTT upon HTT's request for the CCXC. HTT is prohibited from using the Collocation Space for the sole or primary purpose of cross-connecting to other collocated telecommunications carriers.

3.6.2 HTT must contract with a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned using facilities owned by HTT. Such cross-connections to other collocated telecommunications carriers may be made using either electrical or optical facilities. HTT shall be responsible for providing a LOA, with the application, to BellSouth from the other collocated telecommunications carrier to which it will be cross-connecting. The CCXC shall utilize BellSouth common cable support structure. There will be a recurring charge per linear foot, per cable, of the common cable support structure used by HTT to provision the CCXC to the other collocated telecommunications carrier. In those instances where HTT's equipment and the equipment of the other collocated telecommunications carrier are located in contiguous caged Collocation Space, HTT may use its own technicians to install the CCXC using either electrical or optical facilities between the equipment of both collocated telecommunications carriers by constructing a dedicated cable support structure between the two (2) contiguous cages. HTT shall deploy such electrical or optical cross-connections directly between its own equipment and the equipment of the other collocated telecommunications carrier without being routed through BellSouth's equipment or, in the case of a CCXC provisioned between contiguous collocation spaces, common cable support structure. HTT shall not provision CCXC on any BellSouth distribution frame, POT Bay, DSX panel or LGX panel. HTT is solely responsible for ensuring the integrity of the signal.

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

4 Occupancy

4.1 Space Ready Notification. BellSouth will notify HTT in writing when the Collocation Space is ready for occupancy (Space Ready Date).

4.2 Acceptance Walkthrough. HTT will schedule and complete an acceptance walkthrough of new or additional provisioned Collocation Space with BellSouth within fifteen (15) days after the Space Ready Date. BellSouth will correct any identified deviations from HTT's original or jointly amended application within seven (7) days after the walkthrough, unless the Parties mutually agree upon a different time frame. BellSouth will then establish a new Space Ready Date.

Another acceptance walkthrough will be scheduled and conducted within fifteen (15) days after the new Space Ready Date. This follow-up acceptance walkthrough will be limited to only those deviations identified in the initial walkthrough. If HTT completes its acceptance walkthrough within the fifteen (15) day interval associated with the applicable Space Ready Date, billing will begin upon the date of HTT's acceptance of the Collocation Space (Space Acceptance Date). In the event HTT fails to complete an acceptance walkthrough within the fifteen (15) day interval associated with the applicable Space Ready Date, the Collocation Space shall be deemed accepted by HTT on the Space Ready Date and billing will commence from that date.

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

4.4 Equipment Installation. HTT shall notify BellSouth in writing that its collocation equipment installation is complete. HTT's collocation equipment installation is complete when HTT's equipment is connected to BellSouth's network for the purpose of provisioning Telecommunication Services to HTT's customers. BellSouth may refuse to accept any orders for cross-connects until it has received such notice from HTT.

4.5 Termination of Occupancy.

4.5.1 In addition to any other provisions addressing termination of occupancy in this Agreement, HTT may terminate its occupancy of a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy for such Collocation Space. Such termination shall be effective upon BellSouth's acceptance of the Space Relinquishment Form. Billing for monthly recurring charges will cease on the date that HTT and BellSouth conduct an inspection of the terminated space and jointly sign off on the Space Relinquishment Form or on the date that HTT signs off on the Space Relinquishment Form and sends this form to BellSouth, provided no discrepancies are found during BellSouth's subsequent inspection of the terminated space. If the subsequent inspection by BellSouth reveals any discrepancies, billing will cease on the date that BellSouth and HTT jointly conduct an inspection, confirming that HTT has corrected all of the noted discrepancies identified by BellSouth. A Subsequent Application Fee will not apply for the termination of occupancy; however, specific disconnect fees may apply to the services terminating to such Collocation Space. The particular disconnect fees that would apply in each state are contained in Exhibit B.

4.5.2 Upon termination of occupancy, HTT, at its sole expense, shall remove its equipment and any other property owned, leased or controlled by HTT from the Collocation Space. HTT shall have thirty (30) days from the Bona Fide Firm Order (BFFO) date (Termination Date) to complete such removal, including the removal of all equipment and facilities of HTT's Guest(s), unless HTT's Guest(s)

has assumed responsibility for the Collocation Space housing the Guest(s)'s equipment and executed the appropriate documentation required by BellSouth to transfer the Collocation Space to the Guest(s) prior to HTT's Termination Date.

4.5.3 HTT shall continue the payment of all monthly recurring charges to BellSouth until the date HTT, and if applicable HTT's Guest(s), has fully vacated the Collocation Space and the Space Relinquishment Form has been accepted by BellSouth. If HTT or HTT's Guest(s) fails to vacate the Collocation Space within thirty (30) days from the Termination Date, BellSouth shall have the right to remove and dispose of the equipment and any other property of HTT or HTT's Guest(s), in any manner that BellSouth deems fit, at HTT's expense and with no liability whatsoever for HTT's property or HTT's Guest(s) property.

4.5.4 Upon termination of HTT's right to occupy specific Collocation Space, the Collocation Space will revert back to BellSouth's central office space inventory. HTT shall surrender the Collocation Space to BellSouth in the same condition as when it was first occupied by HTT, with the exception of ordinary wear and tear, unless otherwise agreed to by the Parties. HTT's BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth specifications including, but not limited to, BellSouth's Central Office Record Drawings and ERMA Records. HTT shall be responsible for the cost of removing any HTT constructed enclosure, as well as any supporting structures (e.g., racking, conduits, power cables, etc.), by the Termination Date and restoring the grounds to their original condition.

5 Use of Collocation Space

5.1 Equipment Type

5.1.1 BellSouth shall permit the collocation and use of any equipment necessary for interconnection to BellSouth's network and/or access to BellSouth's unbundled network elements in the provision of Telecommunications Services, as the term "necessary" is defined by FCC 47 C.F.R. § 51.323 (b). The primary purpose and function of any equipment collocated in a BellSouth Premises must be for interconnection to BellSouth's network or access to BellSouth's unbundled network elements in the provision of Telecommunications Services. Equipment is necessary for interconnection if an inability to deploy that equipment would, as a practical, economical, or operational matter, preclude the requesting carrier from obtaining interconnection with BellSouth at a level equal in quality to that which BellSouth obtains within its own network or what BellSouth provides to any affiliate, subsidiary, or other party.

5.1.2 Examples of equipment that would not be considered necessary include, but are not limited to: traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, OSS equipment used to support collocated telecommunications carrier network operations, equipment that generates

customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on a BellSouth Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to allow the collocation of any equipment on a nondiscriminatory basis.

- 5.1.3 Such equipment must, at a minimum, meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: for Central Offices Criteria Level 1 requirements as outlined in Telcordia Special Report SR-3580, Issue 1 and for Remote Sites Criteria Level 3 requirements as outlined in the Telcordia Special report SR-3580, Issue 1. Upon request by HTT, BellSouth, at its discretion, may consent to the collocation of any equipment not meeting these standards. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation equipment based on HTT's failure to comply with this Section.
- 5.1.4 At a Remote Site, all HTT equipment installation shall comply with BellSouth TR 73503-11h, "Grounding - Engineering Procedures". Metallic cable sheaths and metallic strength members of optical fiber cables as well as the metallic cable sheaths of all copper conductor cables shall be bonded to the designated grounding bus for the Remote Site Location. All copper conductor pairs, working and non-working, shall be equipped with a solid-state protector unit (over-voltage protection only), which has been listed by a nationally recognized testing laboratory.
- 5.2 Terminations. HTT shall not request more DS0, DS1, DS3 and/or optical terminations for a collocation arrangement than the total port or termination capacity of the equipment physically installed in the Collocation Space. The total capacity of the equipment collocated in the Collocation Space will include equipment contained in an application, as well as any equipment already placed in the Collocation Space. If full network termination capacity of the equipment being installed is not requested in the application submitted by HTT, additional network terminations for the installed equipment will require the submission of a Subsequent Application. In the event HTT submits an application for terminations that will exceed the total capacity of the collocated equipment, HTT will be informed of the discrepancy by BellSouth and required to submit a revision to the application.
- 5.3 Security Interest in Equipment. Commencing with the most current calendar quarter after the Effective Date of this Agreement, and thereafter with respect to each subsequent calendar quarter during the term of this Agreement, HTT will, no later than thirty (30) days after the close of such calendar quarter, provide a report to ICS Collocation Product Management, Room 34th Floor, 675 W. Peachtree Street, Atlanta, Georgia 30375, listing any equipment in the Collocation Space (i) that was added during the calendar quarter to which such report pertains, and (ii)

for which there is a UCC-1 lien holder or to another entity that has a secured financial interest in such equipment (Secured Equipment). If no Secured Equipment has been installed within a given calendar quarter, no report shall be due hereunder in connection with such calendar quarter.

- 5.4 No Marketing. HTT shall not use the Collocation Space for marketing purposes, nor shall it place any identifying signs or markings outside the Collocation Space or on the grounds of the BellSouth Premises.
- 5.5 Equipment Identification. HTT shall place a plaque or affix other identification (e.g., stenciling or labeling) to each piece of HTT's equipment, including the appropriate emergency contacts with their corresponding telephone numbers, in order for BellSouth to properly identify HTT's equipment in the case of an emergency. For caged Collocation Space, such identification must be placed on a plaque affixed to the outside of the caged enclosure.
- 5.6 Entrance Facilities.
- 5.6.1 HTT may elect to place HTT-owned or HTT leased fiber entrance facilities into its Collocation Space. BellSouth will designate the point of interconnection in close proximity to the BellSouth Premises housing the Collocation Space, such as at an entrance manhole or a cable vault for Central Offices, which is physically accessible by both Parties. For Central Offices, HTT will provide and place fiber cable in the entrance manhole of sufficient length to be pulled through conduit and into the splice location. HTT will provide and install a sufficient length of fire retardant riser cable, to which BellSouth will splice the entrance cable. The fire retardant riser cable will extend from the splice location to HTT's equipment in HTT's Collocation Space. In the event HTT utilizes a non-metallic, riser-type entrance facility, a splice will not be required. For Remote Terminals HTT will provide and place copper cable through conduit from the Remote Site Collocation Space to the feeder distribution interface. Such copper cable must be of sufficient length to reach the splice location for splicing by BellSouth. HTT must contact BellSouth for authorization and instruction prior to placing any entrance facility cable in an entrance manhole or cable vault. HTT is responsible for the maintenance of the entrance facilities. Nonrecurring charges for cable installation will be assessed on a per cable basis as set forth in Exhibit B upon receipt of HTT's BFFO. Recurring charges for the cable support structure will be billed at the rates set forth in Exhibit B.
- 5.6.2 Central Office Microwave Transmission Facilities. At HTT's request, BellSouth will accommodate, where technically feasible and space is available, a microwave entrance facility, pursuant to separately negotiated rates, terms and conditions.
- 5.6.3 Central Office Copper and Coaxial Cable Entrance Facilities. In Florida and Georgia, BellSouth shall permit HTT to use copper or coaxial cable entrance facilities, if approved by the Commission, but only in those rare instances where HTT demonstrates a necessity and entrance capacity is not at or near exhaust in a particular BellSouth Premises in which HTT's Collocation Space is located. In

Florida, HTT must have approval by the Commission before it submits a request for copper entrance facilities. Notwithstanding the foregoing, in the case of adjacent collocation, copper facilities may be used between the adjacent collocation arrangement and the central office demarcation point, unless BellSouth determines that limited space is available for the placement of these entrance facilities.

- 5.7 Dual Entrance Facilities at a Central Office. BellSouth will provide at least two (2) interconnection points at each Central Office where at least two (2) such interconnection points are available and capacity exists. Upon receipt of a request by HTT for dual entrance facilities to its physical Collocation Space, BellSouth shall provide HTT with information regarding BellSouth's capacity to accommodate the requested dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose or for utilization within twelve (12) months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for the installation of a second entrance facility to HTT's Collocation Space. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance facilities are not available due to a lack of capacity, BellSouth will provide this information to HTT in the Application Response.
- 5.8 Shared Use
- 5.8.1 HTT may utilize spare capacity on an existing telecommunications carrier's entrance facility for the purpose of obtaining an entrance facility to HTT's Collocation Space within the same BellSouth Premises.
- 5.8.2 BellSouth shall allow the splice, as long as the fiber is non-working dark fiber. HTT must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from the other telecommunications carrier authorizing BellSouth to perform the splice of the HTT-provided riser cable to the spare capacity on the other telecommunications carrier's entrance facility. If HTT desires to allow another telecommunications carrier to use its entrance facilities, the telecommunications carrier must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from HTT authorizing BellSouth to perform the splice of the telecommunications carrier's provided riser cable to the spare capacity on HTT's entrance facility.
- 5.9 Demarcation Point
- 5.9.1 In Tennessee, if HTT elects the Tennessee Regulatory Authority (TRA) rates as set forth in Exhibit C, the additional language also set forth in Exhibit C for Demarcation Point, will be effective in conjunction with the remaining terms and conditions of this Attachment.
- 5.9.2 BellSouth will designate the point(s) of demarcation between HTT's equipment and/or network facilities and BellSouth's network facilities. Each Party will be responsible for the maintenance and operation of all equipment/facilities on its

side of the demarcation point. HTT shall be responsible for providing the common block and cabling and HTT's BellSouth Certified Supplier shall be responsible for installing and properly labeling/stenciling the common block and any necessary cabling identified in Section 7 below. HTT or its agent must perform all required maintenance to the equipment/facilities on its side of the demarcation point, pursuant to Section 5.10 below and may self-provision cross-connects that may be required within its own Collocation Space to activate service requests.

- 5.10 Equipment and Facilities. HTT, or if required by this Attachment, HTT's BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring and maintenance/repair of the equipment and network facilities used by HTT, which must be performed in compliance with all applicable BellSouth specifications. Such equipment and network facilities may include, but are not limited to, cable(s), equipment, and POT connections. HTT and its designated BellSouth Certified Supplier must follow and comply with all BellSouth specifications outlined in the following BellSouth Technical Requirements: TR 73503, TR 73519, TR 73572 and TR 73564.
- 5.11 BellSouth's Access to Collocation Space
- 5.11.1 From time to time, BellSouth may require access to HTT's Collocation Space. BellSouth retains the right to access HTT's Collocation Space for the purpose of making BellSouth equipment and building modifications (e.g., installing, altering or removing racking, ducts, electrical wiring, HVAC, and cabling). In such cases, BellSouth will give notice to HTT at least forty-eight (48) hours before access to HTT's Collocation Space is required. HTT may elect to be present whenever BellSouth performs work in the HTT's Collocation Space. The Parties agree that HTT will not bear any of the expense associated with this type of work.
- 5.11.2 In the case of an emergency, BellSouth will provide oral notice of entry as soon as reasonably practicable after such entry.
- 5.11.3 HTT must provide the local BellSouth Central Office Building Contact with two (2) Access Devices that will allow BellSouth entry into any enclosed and locked Collocation Space including, but not limited to, an Adjacent Arrangement, pursuant to the requirements contained in this Section.
- 5.12 HTT's Access
- 5.12.1 Pursuant to Section 12 below, HTT shall have access to its Collocation Space twenty-four (24) hours a day, seven (7) days a week. HTT agrees to provide the name, date of birth and either the social security number or driver's license number of each employee, supplier or agent of HTT or HTT's Guest(s) with HTT's written request for access keys or cards (Access Devices) for specific BellSouth Premises, prior to the issuance of said Access Devices, using Form RF-2906-C, the "CLEC and CLEC Certified Supplier Access Request and Acknowledgement" form. The appropriate key acknowledgement forms (the

“Collocation Acknowledgement Sheet” for access cards and the “Key Acknowledgement Form” for keys) must be signed by HTT and returned to BellSouth Access Management within fifteen (15) days of HTT’s receipt of these forms. Failure to return these properly acknowledged forms will result in the subsequent access key or card requests being held by BellSouth until the proper acknowledgement documents have been received by BellSouth and reflect current information. Charges for Security Access System and for Security Access Devices will be billed at the rates set forth in Exhibit B. Access Devices may not be duplicated under any circumstances. HTT agrees to be responsible for all Access Devices and for the return of all Access Devices in the possession of HTT’s employees, suppliers, agents or Guests after termination of the employment relationship, the contractual obligation with HTT ends, upon the termination of this Agreement, or upon the termination of occupancy of Collocation Space in a specific BellSouth Premises. HTT shall pay all applicable charges associated with lost or stolen Access Devices.

5.12.2 HTT must submit to BellSouth the completed Access Control Request Form for all employees, suppliers, agents or Guests requiring access to a BellSouth Premises at least thirty (30) days prior to the date HTT desires to gain access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, HTT may submit a request for its one (1) free accompanied site visit to its designated Collocation Space at any time subsequent to BellSouth’s receipt of the BFFO. In the event HTT desires access to its designated Collocation Space after the first accompanied free visit and HTT’s access request form(s) has not been approved by BellSouth or HTT has not yet submitted an access request form to BellSouth, HTT shall be permitted to access the Collocation Space accompanied by a BellSouth security escort, at HTT’s expense, which will be assessed pursuant to the Security Escort fees contained in Exhibit B. HTT must request that escorted access be provided by BellSouth to HTT’s designated Collocation Space at least three (3) business days prior to the date such access is desired. A BellSouth security escort will be required whenever HTT or its approved agent or supplier requires access to the entrance manhole.

5.13 Lost or Stolen Access Devices. HTT shall immediately notify BellSouth in writing when any of its Access Devices have been lost or stolen. If it becomes necessary for BellSouth to re-key buildings or deactivate an Access Device as a result of a lost or stolen Access Device(s) or for failure of HTT’s employees, suppliers, agents or Guest(s) to return an Access Device(s), HTT shall pay for the costs of re-keying the building or deactivating the Access Device(s).

5.14 Interference or Impairment

5.14.1 Notwithstanding any other provisions of this Attachment, HTT shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that (1) significantly degrades, interferes with or impairs

service provided by BellSouth or any other entity or any person's use of its telecommunications services; (2) endangers or damages the equipment, facilities or any other property of BellSouth or any other entity or person; (3) compromises the privacy of any communications routed through the BellSouth Premises; or (4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of HTT violates the provisions of this paragraph, BellSouth shall provide written notice to HTT, which shall direct HTT to cure the violation within forty-eight (48) hours of HTT's receipt of written notice or, if such cure is not feasible, at a minimum, to commence curative measures within twenty-four (24) hours and exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to conduct an inspection of the Collocation Space.

- 5.14.2 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if HTT fails to cure the violation within forty-eight (48) hours or, if such cure is not possible, to commence curative action within twenty-four (24) hours and exercise reasonable diligence to complete such action as soon as possible, or if the violation is of a character that poses an immediate and substantial threat of damage to property or injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event, BellSouth may take such action as it deems necessary to eliminate such threat including, without limitation, the interruption of electrical power to HTT's equipment and/or facilities. BellSouth will endeavor, but is not required, to provide notice to HTT prior to the taking of such action and BellSouth shall have no liability to HTT for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.14.3 For purposes of this Section, the term "significantly degrades" shall be defined as an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and HTT fails to cure the violation within forty-eight (48) hours, or if such cure is not possible, to commence curative action within twenty-four (24) hours and exercise reasonable diligence to complete such action as soon as possible, BellSouth will establish before the appropriate Commission that the technology deployed is causing the significant degradation. Any claims of network harm presented to HTT or, if subsequently necessary, the Commission must be provided by BellSouth with specific and verifiable information. When BellSouth demonstrates that a certain technology deployed by HTT is significantly degrading the performance of other advanced services or traditional voice band services, HTT shall discontinue deployment of that technology and migrate its customers to other technologies that will not significantly degrade the performance of such services. Where the only degraded service itself is a known

disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that it is acceptable for deployment, pursuant to 47 C.F.R. § 51.230, the degraded service shall not prevail against the newly-deployed technology.

- 5.15 Personalty and Its Removal. Facilities and equipment placed by HTT 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 HTT at any time. Any damage caused to the Collocation Space by HTT’s employees, suppliers, agents or Guests during the installation or removal of such property shall be promptly repaired by HTT at its sole expense. If HTT decides to remove equipment and/or facilities from its Collocation Space and the removal requires no physical work be performed by BellSouth and HTT’s physical work includes, but is not limited to, power reduction, cross-connects, or tie pairs, BellSouth will bill HTT the Administrative Only Application Fee associated with the type of removal activity performed by HTT, as set forth in Exhibit B. This nonrecurring fee will be billed on the date that BellSouth provides an Application Response to HTT.
- 5.16 Alterations. Under no condition shall HTT or any person acting on behalf of HTT make any rearrangement, modification, augment, improvement, addition, and/or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the BellSouth Premises, hereinafter referred to individually or collectively as “Alterations”, without the express written consent of BellSouth, which shall not be unreasonably withheld. The cost of any such Alteration shall be paid by HTT. An Alteration shall require the submission of a Subsequent Application and will result in the assessment of the applicable application fee associated with the type of alteration requested, as set forth in Sections 6.2.1 and 7.1.4 below, which will be billed by BellSouth on the date that BellSouth provides HTT with an Application Response.
- 5.17 Central Office Janitorial Service. HTT shall be responsible for the general upkeep of its Collocation Space. HTT shall arrange directly with a BellSouth Certified Supplier for janitorial services applicable to caged Collocation Space. Upon request, BellSouth shall provide a list of such suppliers on a BellSouth Premises-specific basis.
- 5.18 Upkeep of Remote Collocation Space. HTT shall be responsible for the general upkeep and cleaning of the Remote Collocation Space. HTT shall be responsible for removing any of HTT’s debris from the Remote Collocation Space and from in and around the Remote Site Location on each visit.
- 6 Ordering and Preparation of Collocation Space**
- 6.1 Initial Application. For HTT’s or HTT’s Guest’s(s’) initial equipment placement, HTT shall input a physical Expanded Interconnection Application Document

(Initial Application) for physical Collocation Space directly into BellSouth's electronic application (e.App) system for processing. The Initial Application is considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the Initial Application are completed with the appropriate type of information. An Initial Application Fee, as set forth in Exhibit B, will apply to each Initial Application submitted by HTT for Central Office or Remote Site Collocation, as applicable, and will be billed by BellSouth on the date BellSouth provides HTT with an Application Response.

- 6.1.1 For Remote Site Collocation, a request for additional space at a later date will require the submission of an Initial Application. The installation of additional shelves/equipment within an existing bay does not require an Initial Application.
- 6.2 Subsequent Application. In the event HTT or HTT's Guest(s) desires to modify its use of the Collocation Space in a Central Office after a BFFO, HTT shall complete an application that contains all of the detailed information associated with a requested Alteration of the Collocation Space, as defined in Section 5.15 above (Subsequent Application). The Subsequent Application will be considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the Subsequent Application have been completed with the appropriate type of information associated with the requested Alteration. BellSouth shall determine what modifications, if any, to the BellSouth Premises are required to accommodate the change(s) requested by HTT in the Subsequent Application. Such modifications to the BellSouth Premises may include, but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.
- 6.2.1 Subsequent Application Fees. The application fee paid by HTT for an Alteration in a Central Office shall be dependent upon the level of assessment needed to provide a complete Application Response for the Alteration requested. Where the Subsequent Application does not require provisioning or construction work, but requires BellSouth to perform an administrative activity, an Administrative Only Application Fee shall apply as set forth in Exhibit B. The Administrative Only Application Fee will apply to Subsequent Applications associated with a transfer of ownership of the Collocation Space, removal of equipment from the Collocation Space (where the removal requires no physical work to be performed by BellSouth), and a virtual-to-physical conversion (in place). The Co-Carrier Cross Connect/Direct Connect Application Fee will apply when HTT submits a Subsequent Application for a direct connection between its own physical and virtual Collocation Space(s) in the same BellSouth Central Office or between its physical or virtual Collocation Space and that of another collocated telecommunications carrier within the same BellSouth Central Office. In Florida and Tennessee, the Power Reconfiguration Only Application Fee will apply when HTT submits a Subsequent Application that reflects only an upgrade or reduction in the amount of power that BellSouth is currently providing to HTT's physical Collocation Space in a Central Office. The fee for a Subsequent Application, for

which the Alteration requested has limited effect (e.g., requires limited assessment and sufficient cable support structure, HVAC, power and terminations are available), shall be the Subsequent Application Fee, as set forth in Exhibit B. The appropriate nonrecurring application fee will be billed on the date that BellSouth provides HTT with an Application Response.

- 6.3 Space Preferences. If HTT has previously requested and received a Space Availability Report for the BellSouth Premises, HTT 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 HTT's space preference(s), HTT may accept the space allocated by BellSouth or cancel its application and submit another application requesting additional space preferences for the same BellSouth Premises. This application will be treated as a new application and the appropriate application fee will apply. The application fee will be billed by BellSouth on the date that BellSouth provides HTT with an Application Response.
- 6.4 Space Availability Notification
- 6.4.1 For all states except Florida and Tennessee, BellSouth will respond to an application within ten (10) days as to whether space is available or not available within the requested BellSouth Premises. In Florida and Tennessee, BellSouth will respond to an application within fifteen (15) days as to whether space is available or not available within a BellSouth Premises. BellSouth's e.App system will reflect when HTT's application is Bona Fide. If the application cannot be Bona Fide, BellSouth will identify what revisions are necessary for the application to become Bona Fide.
- 6.4.2 If the amount of space requested is not available, BellSouth will notify HTT 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 HTT or space that is configured differently, no application fee will apply. If HTT decides to accept the available space, HTT must resubmit its application to reflect the actual space available, including the configuration of the space, prior to submitting a BFFO. When HTT resubmits its application to accept the available space, BellSouth will bill HTT the appropriate application fee.
- 6.5 Denial of Application. If BellSouth notifies HTT that no space is available (Denial of Application), BellSouth will not assess an application fee to HTT. After notifying HTT that BellSouth has no available space in the requested BellSouth Premises, BellSouth will allow HTT, upon request, to tour the entire BellSouth Premises within ten (10) days of such Denial of Application. In order to schedule this tour, BellSouth must receive the request for the tour of the BellSouth Premises within five (5) days of the Denial of Application.
- 6.6 Petition for Waiver. Upon Denial of Application, BellSouth will timely file a petition with the appropriate Commission pursuant to 47 U.S.C. § 251(c)(6).

BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit HTT to inspect any floor plans or diagrams that BellSouth provides to the Commission.

6.7 Waiting List

6.7.1 On a first-come, first-serve basis, which is governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting telecommunications carriers that have either received a Denial of Application or, where it is publicly known that a BellSouth Premises is out of space, have submitted a Letter of Intent to collocate in that BellSouth Premises. BellSouth will notify each telecommunications carrier on the waiting list that can be accommodated by the amount of space that becomes available, according to the position of the telecommunications carrier on said waiting list.

6.7.2 In Florida, on a first-come, first-serve basis, which is governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting telecommunications carriers that have either received a Denial of Application or, where it is publicly known that a BellSouth Premises is out of space, have submitted a Letter of Intent to collocate in that BellSouth Premises. Sixty (60) days prior to space becoming available, if known, BellSouth will notify the Commission and the telecommunications carriers on the waiting list by mail when space will become available. If BellSouth does not know sixty (60) days in advance of when space will become available, BellSouth will notify the Commission and the telecommunications carriers on the waiting list within two (2) business days of the determination that space will become available. A telecommunications carrier that, upon denial of physical Collocation Space, requests virtual Collocation Space shall automatically be placed on the waiting list for physical Collocation Space that may become available in the future.

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

6.7.4 HTT may accept an amount of space less than what it originally requested by submitting an application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If

HTT does not submit an application or notify BellSouth in writing within the thirty (30) day timeframe as described in Section 6.7.2 above, BellSouth will offer the available space to the next telecommunications carrier on the waiting list and remove HTT from the waiting list. Upon request, BellSouth will advise HTT as to its position on the waiting list for a particular BellSouth Premises.

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

6.9 Application Response

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

6.9.2 In Florida and Tennessee, within fifteen (15) days of receipt of a Bona Fide application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide an Application Response including sufficient information to enable HTT to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, the Cable Records Fee and any other applicable space preparation fees, as described in Section 8 below. When HTT submits ten (10) or more applications within ten (10) days, the initial fifteen (15) day response interval will increase by ten (10) days for every additional ten (10) applications or fraction thereof.

6.10 Application Modifications. If a modification or revision is made to any information in the Bona Fide application after BellSouth has provided the Application Response and prior to a BFFO, with the exception of modifications to (1) Customer Information, (2) Contact Information or (3) Billing Contact Information, whether at the request of HTT or as necessitated by technical considerations, the application shall be considered a new application and handled as a new application with respect to the response and provisioning intervals. BellSouth will charge HTT the appropriate application fee associated with the level of assessment performed by BellSouth, pursuant to Sections 6.1 and 6.2 above.

6.11 Bona Fide Firm Order

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

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

7 Construction and Provisioning

7.1 Construction and Provisioning Intervals

7.1.1 In Florida and Tennessee, BellSouth will complete construction of physical Collocation Space as soon as possible within a maximum of ninety (90) days from receipt of a BFFO or as agreed to by the Parties. For virtual Collocation Space, BellSouth will complete construction as soon as possible within a maximum of sixty (60) days from receipt of a BFFO or as agreed to by the Parties. For Alterations requested to Collocation Space after the initial space has been completed, BellSouth will complete construction for Collocation Space as soon as possible within a maximum of forty-five (45) days from receipt of a BFFO or as agreed to by the Parties, as long as no additional space has been requested by HTT. If additional space has been requested by HTT, BellSouth will complete construction for the requested Collocation Space as soon as possible within a maximum of ninety (90) days from receipt of a BFFO for physical Collocation Space and forty five (45) days from receipt of a BFFO for virtual Collocation Space. If BellSouth does not believe that construction will be completed within the relevant provisioning interval and BellSouth and HTT cannot agree upon a completion date, within forty-five (45) days of receipt of the BFFO for an initial request, or within thirty (30) days of receipt of the BFFO for an Alteration, BellSouth may seek an extension from the Commission.

7.1.2 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina and South Carolina, BellSouth will complete construction for caged physical Collocation Space under ordinary conditions as soon as possible within a maximum of ninety (90) days from receipt of a BFFO or as agreed to by the Parties. BellSouth will complete construction for cageless physical Collocation Space under ordinary conditions as soon as possible within a maximum of sixty (60) days from receipt of a BFFO and ninety (90) days from receipt of a BFFO for extraordinary conditions, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes required to BellSouth's support systems. (Examples include, but are not limited to: minor modifications to HVAC, cabling and BellSouth's power plant.) Extraordinary conditions

include, but may not be limited to: major BellSouth equipment rearrangements or additions; power plant additions or upgrades; major mechanical additions or upgrades; major upgrades for ADA compliance; environmental hazards or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval for the Collocation Space requested or BellSouth may seek a waiver from the ordered interval, as set forth above, from the appropriate Commission, if BellSouth does not believe that construction will be completed within the relevant provisioning interval.

- 7.1.3 Records Only Change. When HTT adds equipment, that was originally included on HTT's Initial Application or a Subsequent Application, and the installation of this equipment requires no additional space preparation work or cable terminations on the part of BellSouth, then BellSouth will impose no additional charges or intervals.
- 7.1.4 For Central Offices in the states of Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, BellSouth will provide the reduced intervals outlined below to HTT, when HTT requests an Alteration specifically identified in Sections 7.1.4.1 through 7.1.4.9 below as an "Augment". Except as otherwise set forth in Section 7.1.4.10 below, such Augment will require a Subsequent Application and will result in the assessment of the appropriate application fee associated with the type of Augment requested by HTT. BellSouth will assess the appropriate nonrecurring application fee set forth in Exhibit B on the date that it provides an Application Response to HTT.
- 7.1.4.1 Simple Augments will be completed within twenty (20) days after receipt of the BFFO for an:
- Extension of Existing AC Circuit Capacity within Arrangement where Sufficient Circuit Capacity is Available
 - Fuse Change and/or Increase or Decrease -48 Volt (-48V) DC Power
- 7.1.4.2 Minor Augments will be completed within forty-five (45) days after receipt of the BFFO for:
- 168 DS1 Terminations at the BellSouth Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
 - 96 DS3 Terminations at the BellSouth Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
 - 99 Fiber terminations at the BellSouth Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
 - Maximum of 2000 Service Ready DS0 Terminations at the BellSouth Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)

- 7.1.4.3 Intermediate Augments will be completed within sixty (60) days after receipt of the BFFO for:
- 168 DS1s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure, as Required)
 - 96 DS3s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure, as Required)
 - 99 Fiber Terminations (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure, as Required)
 - 2000 DS0s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure, as Required)
 - Installation of Cable Racking or Other Support Structure, as Required, to Support CCXCs (Adequate Floor or Ceiling Structural Capacity Exists and Support/Protection structure for Fiber Patch Cord is Excluded)
- 7.1.4.4 Major Augments of physical Collocation Space will be completed within ninety (90) days after BFFO. All requests for additional Physical Collocation Space (caged or cageless) are included in this category.
- 7.1.4.5 Major Augments of virtual Collocation Space will be completed within seventy-five (75) days after BFFO. This category includes all requests for additional virtual Collocation Space.
- 7.1.4.6 If HTT submits an Augment that includes two (2) Augment items from the same category in either Sections 7.1.4.1, 7.1.4.2 or 7.1.4.3 above, the provisioning interval associated with the next highest Augment category will apply (e.g., if two (2) items from the Minor Augment category are requested on the same request, then an interval of sixty (60) days from the receipt of the BFFO would apply, which is the interval associated with the Intermediate Augment category).
- 7.1.4.7 If HTT submits an Augment that includes three (3) Augment items from the same category in either Sections 7.1.4.1, 7.1.4.2, or 7.1.4.3 above, the Major Augment interval of ninety (90) days from the receipt of the BFFO would apply (e.g., if three (3) items from the Simple Augment category are requested on the same request for a physical Collocation arrangement, then an interval of ninety (90) days from the receipt of the BFFO would apply, which is the Major physical Augment interval; likewise if three (3) items from the Simple Augment category are requested on the same request for a virtual Collocation arrangement, then an interval of seventy-five (75) days from the receipt of the BFFO would apply, which is the Major virtual Augment interval).
- 7.1.4.8 If HTT submits an Augment that includes one (1) Augment item from two (2) separate categories in Sections 7.1.4.1, 7.1.4.2 and 7.1.4.3 above, the Augment interval associated with the highest Augment category will apply (e.g., if an item from the Minor Augment category and an item from the Intermediate Augment category are requested on the same request, then an interval of sixty (60) days

from the receipt of the BFFO would apply, which is the interval associated with the Intermediate Augment category).

7.1.4.9 All Augments not expressly included in the Simple, Minor, Intermediate or Major Augment categories, as outlined above, will be placed into the appropriate category as negotiated by HTT and BellSouth. If HTT 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 Section 7.1.4.5 above, would apply based on whether the Augment is for HTT's physical or virtual Collocation Space.

7.1.4.10 Individual application fees associated with Simple, Minor and Intermediate Augments are contained in Exhibit B. If HTT requests multiple items from different Augment categories, BellSouth will bill HTT the Augment application fee, as identified in Exhibit B, associated with the higher Augment category only. The appropriate application fee will be assessed to HTT at the time BellSouth provides HTT with the Application Response. HTT will be assessed a Subsequent Application Fee for all Major Augments (Major Augments are defined above in Sections 7.1.4.4 and 7.1.4.5 above for physical and virtual Collocation Space, respectively). The Subsequent Application Fee is also reflected in Exhibit B.

7.2 Joint Planning. Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and HTT will commence within a maximum of twenty (20) days from BellSouth's receipt of a BFFO. At such meeting, the Parties will agree to the preliminary design of the Collocation Space and the equipment configuration requirements, as reflected in the application and affirmed in the BFFO.

7.3 Permits. Each Party, its agent(s) or BellSouth Certified Supplier(s) will diligently pursue filing for the permits required for the scope of work to be performed by that Party, its agent(s) or BellSouth Certified Supplier(s) within ten (10) days of the completion of the finalized construction design and specifications.

7.4 Central Office Circuit Facility Assignments

7.4.1 Unless otherwise specified, BellSouth will provide Circuit Facility Assignments (CFAs) to HTT prior to the applicable provisioning interval set forth herein (Provisioning Interval) for those BellSouth Premises in which HTT has physical Collocation Space with no POT bay or with a grandfathered POT bay provided by BellSouth. BellSouth cannot provide CFAs to HTT prior to the Provisioning Interval for those BellSouth Premises in which HTT has physical Collocation Space with a POT bay provided by HTT or virtual Collocation Space, until HTT has provided BellSouth with the following information:

7.4.1.1 For physical Central Office Collocation Space with a HTT-provided POT bay, HTT shall provide BellSouth with a complete layout of the POT panels on an Equipment Inventory Update (EIU) form that shows the locations, speeds, etc.; or

- 7.4.1.2 For virtual Central Office Collocation Space, HTT shall provide BellSouth with a complete layout of HTT's equipment on an EIU form, that includes the locations of the low speed ports and the specific frame terminations to which the equipment will be wired by HTT's BellSouth Certified Supplier.
- 7.4.2 BellSouth cannot begin work on the CFAs until the complete and accurate EIU form has been received from HTT. If the EIU form is provided within ten (10) days prior to the ending date of the Provisioning Interval, then the CFAs will be made available by the ending date of the Provisioning Interval. If the EIU form is not received ten (10) days prior to the ending date of the Provisioning Interval, then the CFAs will be provided within ten (10) days of BellSouth's receipt of the EIU form.
- 7.4.3 BellSouth will bill HTT a nonrecurring charge, as set forth in Exhibit B, each time HTT requests a resend of its original CFA information for any reason other than a BellSouth error in the CFAs initially provided to HTT.
- 7.5 Use of BellSouth Certified Supplier. HTT shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. HTT, if a BellSouth Certified Supplier or HTT's BellSouth Certified Supplier must follow and comply with all of BellSouth's specifications and the following BellSouth Technical Requirements: TR 73503, TR 73519, TR 73572 and TR 73564. Unless the BellSouth Certified Supplier has met the requirements for all of the required work activities, HTT must use a different BellSouth Certified Supplier for the work activities associated with transmission equipment, switching equipment and power equipment. BellSouth shall provide HTT with a list of BellSouth Certified Suppliers, upon request. HTT, if a BellSouth Certified Supplier, or HTT's BellSouth Certified Supplier(s) shall be responsible for installing HTT'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 HTT upon successful completion of the installation and any associated work. When a BellSouth Certified Supplier is used by HTT, the BellSouth Certified Supplier shall bill HTT directly for all work performed for HTT pursuant to this Attachment. BellSouth shall have no liability for nor responsibility to pay, such charges imposed by HTT's BellSouth Certified Supplier. BellSouth shall make available its supplier certification program to HTT or any supplier proposed by HTT and will not unreasonably withhold certification. All work performed by or for HTT shall conform to generally accepted industry standards.
- 7.6 Alarms and Monitoring. BellSouth shall place environmental alarms in the BellSouth Premises for the protection of BellSouth equipment and facilities. HTT shall be responsible for the placement, monitoring and removal of environmental and equipment alarms used to service HTT's Collocation Space. Upon request, BellSouth will provide HTT with an applicable BellSouth tariffed service(s) to facilitate remote monitoring of collocated equipment by HTT. Both Parties shall

use best efforts to notify the other of any verified environmental condition (e.g., temperature extremes or excess humidity) known to that Party.

- 7.7 Virtual to Physical Relocation. In the event physical Collocation Space was previously denied at a BellSouth Central Office due to technical reasons or space limitations and physical Collocation Space has subsequently become available, HTT may relocate its existing virtual Collocation arrangement(s) to a physical Collocation arrangement(s) and pay the appropriate fees associated with the rearrangement or reconfiguration of the services being terminated into the virtual Collocation arrangement, as set forth in Exhibit B. If BellSouth knows when additional physical Collocation Space may become available at the BellSouth Central Office requested by HTT, such information will be provided to HTT in BellSouth's written denial of physical Collocation Space. HTT must arrange with a BellSouth Certified Supplier for the relocation of equipment from a virtual Collocation Space to a physical Collocation Space and will bear the cost of such relocation, including the costs associated with moving the services from the virtual Collocation Space to the new physical Collocation Space.
- 7.7.1 In Alabama, BellSouth will complete a relocation of a virtual collocation arrangement to a cageless physical collocation arrangement within sixty (60) days from BellSouth's receipt of a BFFO and from a virtual collocation arrangement to a caged physical collocation arrangement within ninety (90) days from BellSouth's receipt of a BFFO.
- 7.8 Virtual to Physical Conversion (In-Place)
- 7.8.1 Virtual collocation arrangements in Central Offices may be converted to "in-place" physical caged collocation arrangements if the potential conversion meets all of the following criteria: (1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual Collocation Space; (2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its own future needs; and (3) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. Unless otherwise specified herein, BellSouth will complete virtual to physical Collocation Space conversions (in-place) within sixty (60) days from receipt of the BFFO. BellSouth will bill HTT an Administrative Only Application Fee, as set forth in Exhibit B, on the date BellSouth provides an Application Response to HTT.
- 7.8.2 In Alabama and Tennessee, BellSouth will complete virtual to physical conversions (in place) within thirty (30) days from receipt of the BFFO as long as the conversion meets all of the criteria specified in Section 7.8.1 above.
- 7.9 Cancellation. Unless otherwise specified in this Attachment, if at any time prior to Space Acceptance, HTT cancels its order for Collocation Space (Cancellation), BellSouth will bill the applicable nonrecurring charge(s) for any and all work processes for which work has begun or been completed. In Florida, if HTT

cancels its order for Collocation Space at any time prior to the Space Ready Date, no cancellation fee shall be assessed by BellSouth; however, HTT will be responsible for reimbursing BellSouth for any costs specifically incurred by BellSouth on behalf of HTT up to the date that the written notice of cancellation was received by BellSouth. In Georgia, if HTT cancels its order for Collocation Space at any time prior to space acceptance, BellSouth will bill HTT for all costs incurred prior to the date of Cancellation and for any costs incurred as a direct result of the Cancellation, not to exceed the total amount that would have been due had the Firm Order not been canceled.

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

8 Rates and Charges

- 8.1 Rates. HTT agrees to pay the rates and charges identified in Exhibit B attached hereto.
- 8.1.1 In Tennessee, if HTT elects the TRA rates as set forth in Exhibit C, the additional language also set forth in Exhibit C for Application Fee, Space Preparation, Floor Space and Caged Collocation Power Usage metering, will be effective in conjunction with the remaining terms and conditions of this Attachment.
- 8.1.2 Should HTT elect to transition to the TRA Option after the execution of this Agreement, HTT shall notify BellSouth in writing sixty (60) days prior to the implementation of this election.
- 8.2 Application Fees. BellSouth shall assess any nonrecurring application fees within thirty (30) days of the date that BellSouth provides an Application Response to HTT or on HTT's next scheduled monthly billing statement.
- 8.3 Recurring Charges
- 8.3.1 If HTT has met the applicable fifteen (15) day acceptance walk through interval specified in Section 4.2 above, billing for recurring charges will begin upon the Space Acceptance Date. In the event HTT fails to complete an acceptance walk through within the applicable fifteen (15) day interval, billing for recurring charges will commence on the Space Ready Date. If HTT occupies the space prior to the Space Ready Date, the date HTT occupies the space is deemed the Space Acceptance Date and billing for recurring charges will begin on that date. The billing for all applicable monthly recurring charges will begin in HTT's next billing cycle and will include any prorated charges for the period from HTT's

Space Acceptance Date or Space Ready Date, whichever is appropriate pursuant to Section 4.2 above, to the date the bill is issued by BellSouth.

- 8.3.1 Unless otherwise stated in Section 8.6 below, monthly recurring charges for -48V DC power will be assessed per fused ampere (amp), per month, based upon the total number of fused amps of power capacity requested by HTT on HTT's Initial Collocation Application and all Subsequent Collocation Applications, which may either increase or decrease the originally requested, and any subsequently augmented, number of fused amps of power capacity requested, consistent with Commission orders.
- 8.3.2 BellSouth shall have the right to inspect and inventory any DC power fuse installations at a BellSouth BDFB or DC power circuit installations at BellSouth's main power board for any HTT collocation arrangement, to verify that the total number of fused amps of power capacity installed by HTT's BellSouth Certified Supplier matches the number of fused amps of DC power capacity requested by HTT on HTT's Initial Application and all Subsequent Applications. If BellSouth determines that HTT's BellSouth Certified Supplier has installed more DC capacity than HTT requested on its Initial Application and all Subsequent Applications, BellSouth shall notify HTT in writing of such discrepancy and shall assess HTT for the additional DC power fuse/circuit capacity from the Space Acceptance Date or Space Ready Date, whichever is applicable pursuant to Section 8.3.1 above, for the most recent Initial Application or Subsequent Application, submitted for such collocation arrangement. BellSouth shall also revise HTT's recurring DC power charges, on a going-forward basis, to reflect the higher number of fused amps of power capacity available for the collocation arrangement.
- 8.4 Nonrecurring Charges. Unless specified otherwise herein, BellSouth shall assess nonrecurring charges, including all application fees, within thirty (30) days of the date that BellSouth provides an Application Response to HTT or on HTT's next scheduled monthly billing statement, if HTT's current month's billing cycle has already closed. Nonrecurring charges associated with the processing of the Firm Order for collocation space preparation (Firm Order Processing Fee) shall be billed by BellSouth within thirty (30) days of BellSouth's confirmation of HTT's BFFO or on HTT's next scheduled monthly billing statement.
- 8.5 Central Office Space Preparation. Space preparation fees consist of a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications and Common Systems Modifications. For all states except Florida, HTT shall remit the payment of the nonrecurring Firm Order Processing Fee coincident with the submission of HTT's BFFO. In Florida, the nonrecurring Firm Order Processing Fee will be billed by BellSouth, pursuant to Section 8.4 above. The monthly recurring charge for Central Office Modifications will be assessed per arrangement, per square foot, for both caged and cageless physical Collocation Space. The monthly recurring charge for Common Systems Modifications will be assessed per arrangement, per square

foot for cageless physical Collocation Space and on a per cage basis for caged physical Collocation Space. These charges recover the costs associated with preparing the Collocation Space, which includes, but is not limited to, the following items: a survey, engineering of the Collocation Space, and design and modification costs for network, building and support systems.

8.6 Central Office Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the BellSouth Premises; however, this charge does not include any expenses associated with AC or DC power supplied to HTT's Collocation Space for the operation of HTT's equipment. For caged physical Collocation Space, HTT shall pay floor space charges based upon the number of square feet enclosed. The minimum size for caged Collocation Space is fifty (50) square feet. Additional caged Collocation Space may be requested in increments of fifty (50) square feet. For cageless Collocation Space, HTT 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 cageless Collocation Space in conventional equipment rack lineups where feasible. In the event HTT's collocated equipment requires special cable racking, an isolated ground plane, or any other considerations and treatment which prevents placement within conventional equipment rack lineups, HTT shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement.

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

8.8 Power

8.8.1 In a Central Office BellSouth shall make available -48V DC power for HTT's Collocation Space at a BellSouth BDFB. When obtaining DC power from a BellSouth BDFB, HTT's fuses and power cables (for the A & B feeds) must be engineered (sized), and installed by HTT's BellSouth Certified Supplier, in accordance with the number of fused amps of DC power requested by HTT on HTT's Initial Application and any Subsequent Applications. HTT is also responsible for contracting with a BellSouth Certified Supplier to run the power distribution feeder cable from the BellSouth BDFB to the equipment in HTT's Collocation Space. The BellSouth Certified Supplier contracted by HTT must provide BellSouth with a copy of the engineering power specifications prior to the day on which HTT's equipment becomes operational (hereinafter "Commencement Date"). BellSouth will provide the common power feeder cable

support structure between the BellSouth BDFB and HTT's Collocation Space. HTT shall contract with a BellSouth Certified Supplier who shall be responsible for performing those power provisioning activities required to enable HTT's equipment to become operational, which may include, but are not limited to, the installation, removal or replacement of the following: dedicated power cable support structure within HTT's Collocation Space, power cable feeds and terminations of the power cabling. HTT and HTT's BellSouth Certified Supplier shall comply with all applicable NEC, BellSouth TR 73503, Telcordia and ANSI Standards that address power cabling, installation and maintenance.

- 8.8.1.1 At a Remote Site, BellSouth shall make available -48V DC power for HTT's Remote Collocation Space at a BDFB within the Remote Site Location. The charge for power shall be assessed as part of the recurring charge for bay space, as referenced in Section 8.7 above. If the power requirements for HTT's equipment exceed the capacity available, then such additional power requirements shall be assessed on an individual case basis.
- 8.8.2 In Florida Central Offices only, subject to technical feasibility, commercial availability and safety limitations, BellSouth will permit HTT to request DC power in five (5) amp increments from five (5) amps up to one hundred (100) amps from the BellSouth BDFB. However, in accordance with industry standard fuse sizing, HTT may request that BellSouth provision DC power of seventy (70) amps or greater directly from BellSouth's main power board. The industry standard fuse size (which is a circuit breaker on the main power board) available at a BellSouth main power board in all BellSouth Premises is a two hundred twenty-five (225) amp circuit breaker.
- 8.8.3 BellSouth will revise HTT's Central Office recurring power charges, in accordance with Section 8.3 above, to reflect a power upgrade when HTT submits a Subsequent Application requesting an increase in the number of fused amps it is currently receiving from BellSouth for its Collocation Space. If HTT's existing fuses and power cables (for the A&B power feed) are not sufficient to support the additional number of fused amps requested, HTT's BellSouth Certified Supplier shall perform whatever activities are necessary, which may include the installation of new/additional fuses or power cables, to comply with the appropriate NEC, BellSouth TR 73503, Telcordia and ANSI Standards, as well as the requirements noted in Sections 8.7 and 8.7.1 above. HTT's BellSouth Certified Supplier shall provide notification to BellSouth when these activities have been completed.
- 8.8.4 BellSouth will revise HTT's Central Office recurring power charges, in accordance with Section 8.3 above, to reflect a power reduction upon BellSouth's receipt of the Power Reduction Form from HTT, certifying the completion of the power reduction work, including the removal of any associated power cabling by HTT's BellSouth Certified Supplier. Notwithstanding the foregoing, if HTT's BellSouth Certified Supplier has not removed or, at BellSouth's discretion, cut the power cabling within thirty (30) days, the power reduction will not become

effective until the cabling is removed or, at BellSouth's discretion, cut by HTT's BellSouth Certified Supplier and HTT shall pay for the amount of power that had been requested prior to the power reduction request for the period up to the date the power cabling is actually removed.

- 8.8.5 If HTT requests an increase or a reduction in the amount of power that BellSouth is currently providing in a Central Office, HTT must submit a Subsequent Application. In all states other than Florida and Tennessee if no modification to the Collocation Space is requested other than the increase or reduction in power, the Simple Augment fee will apply. In Florida and Tennessee the Power Reconfiguration Only Application Fee as set forth in Exhibit B will apply. If modifications are requested in addition to the increase or reduction of power, the Subsequent Application Fee will apply. BellSouth will bill this nonrecurring fee on the date that BellSouth provides an Application Response to HTT's Subsequent Application.
- 8.8.5.1 In Central Offices in Alabama and Louisiana, if HTT has existing power configurations currently served from the BellSouth main power board and requests that its power be reconfigured to connect to a BellSouth BDFB, in a specific BellSouth Premises, HTT must submit a Subsequent Application to BellSouth. BellSouth will provide a response to such application within seven (7) days and no Simple Augment Application Fee will be assessed by BellSouth for this one time only power reconfiguration to a BellSouth BDFB. For any power reconfigurations thereafter, HTT will submit a Subsequent Application and the appropriate Simple Augment Application Fee will apply.
- 8.8.6 If HTT elects to install its own DC Power Plant, BellSouth shall provide AC power to feed HTT's DC Power Plant. Charges for AC power will be assessed on a per breaker ampere, per month basis, pursuant to the rates specified in Exhibit B. The AC power rates include recovery for the provision of commercial and standby AC power. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized) and installed by HTT's BellSouth Certified Supplier, with the exception that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. HTT's BellSouth Certified Supplier must provide a copy of the engineering power specifications prior to the Commencement Date. AC power voltage and phase ratings shall be determined on a per location basis. At HTT's option, HTT may arrange for AC power in an adjacent collocation arrangement from a retail provider of electrical power.
- 8.8.7 HTT shall contract with a BellSouth Certified Supplier to perform the installation and removal of dedicated power cable support structure within HTT's arrangement and terminations of cable within the Collocation Space.
- 8.8.8 Fused Amp Billing. In all states, except as otherwise set forth in this Agreement, BellSouth shall make available -48V DC power on a per fused amp, per month basis, pursuant to the following:

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

For existing power configurations that are provisioned from BellSouth's main power board. The number of fused amps made available at the main power board, in increments of two hundred and twenty-five (225) amps/main power board circuit, will be multiplied by the DC power fused amp rate set forth in Exhibit B.

8.8.9 Florida Power Usage Option

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

8.8.9.2 BellSouth, at any time and at its own expense, shall have the right to verify the accuracy of HTT's power usage under the FL Option for a specific collocation arrangement in a particular BellSouth Premises, based on a meter reading(s) taken by BellSouth of the amount of power being consumed by HTT's collocation arrangement. BellSouth may perform its own meter reading(s) via any method it chooses, such as, but not limited to, a clamp-on ammeter. If the meter reading(s) varies by more than ten percent (10%) or five (5) amps from the power usage that has been requested by HTT for the collocation arrangement, under the FL Option, the Parties agree to work cooperatively to reconcile such discrepancy and

establish the appropriate usage figure in a reasonable and expeditious manner. If the Parties substantiate BellSouth's reading, then BellSouth shall adjust HTT's billing to reflect BellSouth's power reading beginning with the first day of the month immediately following the date of the last metered reading taken by BellSouth.

- 8.8.9.3 BellSouth shall assess HTT a monthly recurring charge for DC power under the FL Option, as set forth in Exhibit B. HTT shall notify BellSouth of any change in its DC power usage by submitting a Subsequent Application, which reflects the new DC power level desired by HTT. The requested change in DC power usage will be reflected in HTT's next scheduled monthly billing cycle.
- 8.8.10 Tennessee Caged Collocation Power Usage Metering Option. In Central Offices in Tennessee only, HTT may request that DC power provisioned by BellSouth to HTT's caged Collocation Space be assessed pursuant to the orders entered by the Tennessee Regulatory Authority in Dockets 97-01262, 99-00430, and 00-00544 for Collocation for Tennessee. By electing the TRA Option, <customer short name> accepts the TRA rates, terms and conditions of Exhibit C in their entirety in conjunction with the other terms and conditions of Attachment 4.
- 8.8.11 In Alabama and Louisiana, HTT has the option to purchase power directly from an electric utility company. Under such option, HTT 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 HTT. HTT's BellSouth Certified Supplier must comply with all applicable safety codes, including the NEC and National Electric Safety Code (NESC) standards, in the installation of this power arrangement. If HTT currently has power supplied by BellSouth, HTT may request to change its Collocation Space to obtain power from an electric utility company by submitting a Subsequent Application. BellSouth will waive the application fee for this Subsequent Application if no other changes are requested therein: Any floor space, cable racking, etc., utilized by HTT in provisioning said power will be billed by BellSouth on an ICB basis.
- 8.8.12 In South Carolina, HTT has the option to purchase power directly from an electric utility company where technically feasible and where space is available in a requested BellSouth Premises. Under such option, HTT is responsible for contracting with the electric utility company for its own power feed and meter, and is financially responsible for purchasing all equipment necessary to accomplish the conversion of the commercial AC power to DC power, including inverters, batteries, power boards, bus bars, BDFBs, backup power supplies and power cabling. The actual work to install this arrangement must be performed by a BellSouth Certified Supplier hired by HTT. HTT's BellSouth Certified Supplier must comply with all applicable national, regional, state and local safety, electrical, fire and building codes, including the NESC standards, in the installing

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

- 8.9 Central Office Cable Installation. Cable Installation fees will be assessed on a per entrance cable basis. This nonrecurring charge will be billed by BellSouth upon receipt of HTT's BFFO. Charges for cable racking, cable support structure and entrance fiber structure are recurring fees and will also be assessed according to the rates set forth in Exhibit B.
- 8.10 Central Office Cable Records. Cable Records charges apply for work activities required to build or remove existing cable records assigned to HTT in BellSouth's database systems. The VG/DS0 per cable record charge is for a maximum of thirty-six hundred (3,600) records per request. The fiber cable record charge is for a maximum of ninety-nine (99) records per request. Cable Record fees will be assessed as a nonrecurring charge, upon receipt of HTT's BFFO, in all BellSouth states, except Louisiana. In Louisiana, Cable Record fees will be assessed on a monthly recurring charge basis, upon receipt of HTT's BFFO. All charges will be assessed the rates set forth in Exhibit B.
- 8.11 Security Escort. After HTT has used its one (1) accompanied site visit, pursuant to Section 5.12.1 above, and prior to HTT's completion of the BellSouth Security Training requirements, contained in Section 12 below, a security escort will be required when HTT's employees, approved agent, supplier, or Guest(s) desire access to the entrance manhole or a BellSouth Premises. The rates for security escort service are assessed pursuant to the fee schedule contained in Exhibit B, beginning with the scheduled escort time agreed to by the Parties. BellSouth will wait for one-half (1/2) hour after the scheduled escort time to provide such requested escort service and HTT shall pay for such half-hour charges in the event

HTT's employees, approved agent, supplier or Guest(s) fails to show up for the scheduled escort appointment.

- 8.12 Other. If no collocation rate element and associated rate is identified in Exhibit B, the Parties, upon request by either Party, will negotiate the rate for the specific collocation service or function identified in this Attachment.

9 Insurance

- 9.1 HTT shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section and underwritten by insurance companies licensed to do business in the states applicable under this Agreement and having a Best's Insurance Rating of A-.
- 9.2 HTT shall maintain the following specific coverage:
- 9.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000). 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) each accident, one hundred thousand dollars (\$100,000) each employee by disease, and five hundred thousand dollars (\$500,000) policy limit by disease.
- 9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of HTT's real and personal property situated on or within a BellSouth Premises.
- 9.2.4 HTT may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 9.3 The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Agreement, upon thirty (30) days notice to HTT, to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.4 All policies purchased by HTT shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Premises and shall remain in effect for the term of this Agreement or until all of HTT's property has been removed from BellSouth's Premises, whichever period is longer. If HTT fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from HTT.
- 9.5 HTT shall submit certificates of insurance reflecting the coverage required pursuant to this Section within a minimum of ten (10) business days prior to the commencement of any work in the Collocation Space. Failure to meet this

interval may result in construction and equipment installation delays. HTT shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation or non-renewal from HTT's insurance company. HTT shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn: Rick Management Office – Finance
17F54 BellSouth Center
675 W. Peachtree Street
Atlanta, GA 30375

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

12 Security and Safety Requirements

12.1 Unless otherwise specified, HTT will be required, at its own expense, to conduct a statewide investigation of criminal history records for each HTT employee hired in the past five (5) years being considered for work on a BellSouth Premises, for the states/counties where the HTT employee has worked and lived for the past five (5) years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. HTT shall not be required to perform this investigation if an affiliated company of HTT has performed an investigation of the HTT employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if HTT has performed a pre-employment statewide investigation of criminal history records of the HTT employee for the states/counties where the HTT employee has worked and lived for the past five (5) years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.

12.2 HTT will be required to administer to its personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth at BellSouth's Interconnection Web site, www.interconnection.bellsouth.com/guides.

12.3 HTT shall provide its employees and agents with picture identification, which must be worn and visible at all times while in HTT's Collocation Space or other areas in or around the BellSouth Premises. The photo identification card shall bear, at a minimum, the employee's name and photo and HTT's name. BellSouth reserves the right to remove from a BellSouth Premises any employee of HTT not possessing identification issued by HTT or who has violated any of BellSouth's policies as outlined in the CLEC Security Training documents. HTT shall hold BellSouth harmless for any damages resulting from such removal of HTT's personnel from a BellSouth Premises. HTT shall be solely responsible for ensuring that any Guest(s) of HTT is in compliance with all subsections of this Section.

- 12.4 HTTP shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. HTTP shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any of HTTP's personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event HTTP chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, HTTP may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 12.4.1 HTTP shall not knowingly assign to the BellSouth Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense, whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.4.2 HTTP shall not knowingly assign to the BellSouth Premises any individual who was a former supplier of BellSouth and whose access to a BellSouth Premises was revoked due to the commission of a criminal offense, whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each HTTP employee or agent hired by HTTP within the last five (5) years, who requires access to a BellSouth Premises to perform work in HTTP Collocation Space(s), HTTP shall furnish BellSouth certification that the aforementioned background check and security training were completed. This certification must be provided to and approved by BellSouth before an employee or agent will be granted such access to a BellSouth Premises. The certification will contain a statement that no felony convictions were found and certify that the employee completed the security training. If the employee's criminal history includes misdemeanor convictions, HTTP will disclose the nature of the convictions to BellSouth at that time. In the alternative, HTTP may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, other than misdemeanor traffic violations.
- 12.5.1 For all other HTTP employees requiring access to a BellSouth Premises pursuant to this Attachment, HTTP 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, HTTP shall promptly remove from the BellSouth Premises any employee of HTTP that BellSouth does not wish to grant access to a BellSouth Premises: 1) pursuant to any investigation conducted by BellSouth, or 2) prior to the initiation of an investigation if an employee of HTTP is found interfering with the property or personnel of BellSouth or another collocated telecommunications carrier, provided that an investigation shall be promptly commenced by BellSouth.

- 12.7 Security Violations. BellSouth reserves the right to interview HTT's employees, agents, suppliers, or Guests in the event of wrongdoing in or around a BellSouth Premises or involving BellSouth's or another collocated telecommunications carrier's property or personnel, provided that BellSouth shall provide reasonable notice to HTT's Security representative of such interview. HTT and its employees, agents, suppliers, or Guests shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving HTT's employees, agents, suppliers, or Guests. Additionally, BellSouth reserves the right to bill HTT for all reasonable costs associated with investigations involving its employees, agents, suppliers, or Guests if it is established and mutually agreed in good faith that HTT's employees, agents, suppliers, or Guests are responsible for the alleged act(s). BellSouth shall bill HTT for BellSouth property, which is stolen or damaged, where an investigation determines the culpability of HTT's employees, agents, suppliers, or Guests and where HTT agrees, in good faith, with the results of such investigation. HTT shall notify BellSouth in writing immediately in the event that HTT discovers one of its employees, agents, suppliers, or Guests already working on the BellSouth Premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth's Premises, any employee found to have violated the security and safety requirements of this Section. HTT shall hold BellSouth harmless for any damages resulting from such removal of HTT's personnel from a BellSouth Premises.
- 12.8 Use of Supplies. Unauthorized use of equipment, supplies or other property by either Party, whether or not used routinely to provide telephone service will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephone(s) of the other Party on BellSouth's Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 12.10 Accountability. Full compliance with the Security requirements of this Section shall in no way limit the accountability of either Party to the other for the improper actions of its employees, agents, suppliers, or Guests.
- 13 Destruction of Collocation Space**
- 13.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, hurricane, tornado, flood or by similar force majeure circumstances to such an extent as to be rendered wholly unsuitable for HTT's permitted use hereunder, then either Party may elect within ten (10) days after such damage, to terminate occupancy of the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand

released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for HTT'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 HTT, 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. HTT may, at its own expense, accelerate the rebuild of its Collocation Space and equipment provided, however, that a BellSouth Certified Supplier is used and the necessary space preparation has been completed. If HTT's acceleration of the project increases the cost of the project, then those additional charges will be incurred at HTT's expense. Where allowed and where practical, HTT may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, HTT shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for HTT's permitted use, until such Collocation Space is fully repaired and restored and HTT's equipment installed therein (but in no event later than thirty (30) days after the Collocation Space is fully repaired and restored). Where HTT has placed an Adjacent Arrangement pursuant to Section 3.4 above, HTT shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this Section, BellSouth will restore the associated services to the Adjacent Arrangement.

14 Eminent Domain

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

15 Nonexclusivity

15.1 HTT understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of Collocation

Space pursuant to all such agreements shall be determined by space availability and made on a first come, first serve basis.

ENVIRONMENTAL AND SAFETY PRINCIPLES

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

1. General Principles

- 1.1 Compliance with Applicable Law. BellSouth and HTT agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and Occupational Safety and Health Act (OSHA) regulations issued under the OSHA of 1970, as amended and National Fire Protection Association (NFPA), NEC and NESC (Applicable Laws) requirements. Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 Notice. BellSouth and HTT shall provide notice to the other, including any Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. A Hazardous Chemical inventory list is posted on an OSHA Poster and updated annually at each Central Office. This Poster is normally located near the front entrance of the building or in the lounge area. Each Party is required to provide specific notice for known potential Imminent Danger conditions. HTT should contact 1-800-743-6737 for any BellSouth MSDS required.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for HTT to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and suppliers of BellSouth for environmental protection. HTT will require its suppliers, agents, Guests, and others accessing the BellSouth Premises to comply with these practices. Section 2 below lists the Environmental categories where BellSouth practices should be followed by HTT when operating in the BellSouth Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the HTT space with proper notification. BellSouth reserves the right to stop any HTT work operation that imposes Imminent Danger to the environment, employees or other persons in or around a BellSouth Premises.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at a BellSouth Premises by HTT are owned by and considered the property of HTT. HTT 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 HTT or different hazardous materials used by HTT at a BellSouth Premises. HTT must demonstrate adequate emergency response capabilities for the materials used by HTT or remaining at a BellSouth Premises.

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

2. Categories for Consideration of Environmental Issues

- 2.1 When performing functions that fall under the following Environmental categories on BellSouth's Premises, HTT 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. HTT further agrees to cooperate with BellSouth to ensure that HTT's employees, agents, suppliers and/or Guests are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps, which apply to the specific Environmental function being performed by HTT, its employees, agents, suppliers, and/or Guests.
- 2.2 The most current version of the reference documentation must be requested from HTT's BellSouth Regional Contract Manager (RCM).

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

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

3. Definitions

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

Hazardous Chemical. As defined in the U.S. OSHA hazard communications standard (29 C.F.R. § 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in Section 1004 of RCRA.

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

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

4.

Acronyms

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

BST – BellSouth Telecommunications

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

DEC/LDEC – Department Environmental Coordinator/Local Department Environmental Coordinator

E/S – Environmental/Safety

EVET – Environmental Vendor Evaluation Team

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

NESC – National Electrical Safety Codes

P&SM – Property & Services Management

Std T&C – Standard Terms & Conditions

COLLOCATION - Florida										Attachment: 4 Exh B					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION															
	Application														
	Physical Collocation - Initial Application Fee			CLO	PE1BA		2,785.00		1.20						
	Physical Collocation - Subsequent Application Fee			CLO	PE1CA		2,236.00		1.20						
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		564.81								
	Physical Collocation - Power Reconfiguration Only, Application Fee			CLO	PE1PR		409.50								
	Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		760.91		1.20						
	Space Preparation														
	Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ		5.28								
	Physical Collocation - Space Enclosure, welded wire, first 50 square feet			CLO	PE1BX		171.12								
	Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW		189.73								
	Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW		18.61								
	Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK		2.38								
	Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL		2.50								
	Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM		84.93								
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		287.36								
	Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR		572.66								
	Power														
	Physical Collocation - Power, -48V DC Power - per Fused Amp Requested			CLO	PE1PL		7.80								
	Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB		5.26								
	Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD		10.53								
	Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE		15.80								
	Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG		36.47								
	Physical Collocation - Power - DC power, per Used Amp			CLO	PE1FN		10.69								
	Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)														
	Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL,UEQ,UNCN X, UEA, UCL, UAL, UHL, UDN, UNCVX	PE1P2	0.0208	7.32	5.37	4.58	2.71					
	Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0416	8.00	5.75	5.00	2.69					
	Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, U1TD1, UNC1X, UEPSR, UEPSB, UEPSA, UEPSD, UEPSE, UEPSF, UEPSP, USL, UEPEX, UEPDX	PE1P1	0.3786	7.88	6.25	1.35	0.9899					

COLLOCATION - Florida														Attachment: 4 Exh 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	SOMAN	SOMAN	SOMAN	SOMAN
													First	Add'l	First	Add'l							
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE10B	169.96																	
	Physical Collocation, Cable Records,CATS/RJ45			CLO	PE1C5	4.52																	
	Virtual to Physical																						
	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV	33.00																	
	Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO	33.00																	
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1	52.00																	
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3	52.00																	
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR	22.51																	
	Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP	22.51																	
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS	32.73																	
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE	32.73																	
	Entrance Cable																						
	Physical Collocation - Fiber Cable Support Structure, per Entrance Cable			CLO	PE1PM	5.19																	
	Physical Collocation - Fiber Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EC	994.12																	
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED	7.43																	
	VIRTUAL COLLOCATION																						
	Application																						
	Virtual Collocation - Application Fee			AMTFS	EAF	1,241.00																	
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VE1CA	564.81																	
	Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF	760.91																	
	Space Preparation																						
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	5.28																	
	Power																						
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	6.95																	
	Virtual Collocation - Power, DC power, per Used Amp			AMTFS	VE1PF	10.69																	
	Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																						
	Virtual Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCNX	UEAC2	0.0201	7.32	5.37	4.58	2.71													
	Virtual Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4	0.0403	8.00	5.75	5.00	2.69													
	Virtual collocation - Special Access & UNE, cross-connect per DS1			ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UEPDX	CNC1X	0.3786	7.88	6.26	1.35	0.9915													
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	4.16	32.40	31.03	11.15	10.98													

COLLOCATION - Florida											Attachment: 4 Exh B									
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates(\$)							
													Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	SOMEC	SOMAN	SOMAN
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	1.75	28.26	25.85	13.78	11.01										
	Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	3.50	37.92	35.51	18.20	15.44										
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.0008														
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			AMTFS	VE1CD	0.0012														
	Virtual Collocation 2-Wire Cross Connect, Port			UEPSX, UEPSB, UEPSA, UEPSR, UEPC2C	VE1R2	0.0201	7.32	5.37	4.58	2.71										
	Virtual Collocation 4-Wire Cross Connect, Port			UEPDD, UEPEX	VE1R4	0.0403	8.00	5.75	5.00	2.89										
CFA	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR		79.52													
Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" & "Subsequent S" respectively																				
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA		1,515.00	973.64	256.35											
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		646.84		362.41											
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		9.11		10.80											
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		4.52		5.35											
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		15.81		18.73											
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		169.96		149.97											
	Virtual Collocation Cable Records - CAT 5/RJ45			AMTFS	VE1B5		4.52		5.35											
Security																				
	Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		33.65	22.05												
	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX		44.63	28.89												
	Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		55.62	35.73												
Maintenance																				
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		54.05	22.05												
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		72.18	28.89												
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		90.31	35.73												
Entrance Cable																				
	Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX		1,473.00		43.84											
	Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX	4.54														
COLLOCATION IN THE REMOTE SITE																				
Physical Remote Site Collocation																				
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		612.23		270.35											
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	154.59														
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		23.28													
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		223.91													

Exhibit 3-Collocation

COLLOCATION - Florida														Attachment: 4 Exh B									
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Eloc per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates(\$)										
													Rec	Nonrecurring		Nonrecurring Disconnect		SOMECC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLOARS	PE1RE	73.39																	
	Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLOARS	PE1RR	208.02																	
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLOARS	PE1BT	33.65		22.05															
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLOARS	PE1OT	44.63		28.89															
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLOARS	PE1PT	55.62		35.73															
	Adjacent Remote Site Collocation																						
	Remote Site-Adjacent Collocation-Application Fee			CLOARS	PE1RU	755.62		755.62															
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLOARS	PE1RT	0.134																	
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLOARS	PE1RS	6.27																	
	NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.																						
	Virtual Remote Site Collocation																						
	Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RB	612.23		270.35															
	Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC	154.59																	
	Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR	223.91																	
	Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RL	73.39																	
	ADJACENT COLLOCATION																						
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.1666																	
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	4.62																	
	Adjacent Collocation - 2-Wire Cross-Connects			UEANL,UEQ,UEA,UCL,UAL,UHL,UDN	PE1JE	0.0194	7.32	5.37	4.58	2.71													
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1JF	0.0388	8.00	5.75	5.00	2.69													
	Adjacent Collocation - DS1 Cross-Connects			USL	PE1JG	0.3708	7.88	6.26	1.35	0.9915													
	Adjacent Collocation - DS3 Cross-Connects			UE3	PE1JH	4.14	32.40	31.03	11.15	10.98													
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JJ	1.70	28.26	25.85	13.78	11.01													
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	3.33	37.92	35.51	18.20	15.44													
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		2,763.00		1.02														
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	5.26																	
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	10.53																	
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	15.80																	
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	36.47																	
	Adjacent Collocation - Cable Support Structure per Entrance Cable			CLOAC	PE1JP	5.19																	
	Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.																						